



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
OFFICE OF THE CHIEF GENERAL MANAGER TELECOM.,
U.P.(EAST) CIRCLE, 3rd FLOOR, DOOR SANCHAR SADAN, LAPLACE,
SHAHNAJAF ROAD, LUCKNOW-226001.

E-TENDER DOCUMENT

TENDER NO: MM/UPE/Tender/ARC of Power Plant/2024-25/02

DATED 20.12.2024

Bid Document for
Annual Repairing Contract of SMPS Power Plant of various make and capacity installed in
Business Areas/Operational areas of UP(East) Telecom Circle.

DATE OF ISSUE : 23.12.2024 (0900 Hrs.)
LAST DATE OF BID SUBMISSION : 14.01.2025 (1200 Hrs.)
DATE OF OPENING : 15.01.2025 (1200 Hrs.)
VALIDITY OF OFFER : 150 DAYS (From the Date of Opening of Bid)
VALIDITY OF BID SECURITY : 180 DAYS (From the Date of Opening of Bid)
TENDER FEE : 2360/-
TENDER ESTIMATED COST : As per DNIT
EMD/BID SECURITY : As per DNIT
E-TENDER WEBSITE : <https://etenders.gov.in/eprocure/app>

Tentative Pre-bid meeting in the Chamber of DGM(NWP-CFA) at Door-Sanchar Sadan Laplace, Shahnajaf Road Lucknow-226001, scheduled on **28.12.2024 (1200 Hrs.)** and same can be attended in online mode by requesting link/id on email id: agmmm3upe@gmail.com

Note: Bidders are advised to see the Central Public Procurement portal (<https://etenders.gov.in/eprocure/app>) by NIC, Central Public Procurement Portal till the date of opening of Tender for any amendment/ clarification/ corrigendum and the bids are to be submitted online on Central Public Procurement Portal.

AGM(MM-III),
MM Cell,
O/o Chief General Manager Telecom
U.P.(EAST) Circle, 3rd Floor, Door Sanchar Sadan,
Laplace, Shahnajaf Road, Lucknow-
226001.



BHARAT SANCHARNIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISE)
OFFICE OF THE CHIEF GENERAL MANAGER TELECOM.,
U.P.(EAST) CIRCLE, 3rd FLOOR, DOOR SANCHAR SADAN, LAPLACE,
SHAHNAJAF ROAD, LUCKNOW-226001.

From:
AGM (MM-III)
BSNL, O/o CGMT,
U.P.(East) Telecom Circle,
3rd Floor, Door Sanchar Sadan,
Laplace, Shahnajaf Road,
Lucknow-226001.

To,
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TENDER NO: MM/UPE/Tender/ARC of Power Plant/2024-25/02 DATED 20.12.2024
Subject: Annual Repairing Contract of SMPS Power Plant of various make and capacity installed in various Business Areas/ Operational areas of UP(East) Telecom Circle.

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

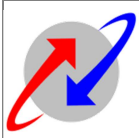
Section No.	Items	Page No.
1.Part A	Detailed NIT	3-10
1.Part B	Checklist for Bidder	11-12
2.	Tender Information	13-14
3. Part A	Scope of work and SLA	15-16
3. Part B	Technical Specifications/ Schedule of rate	17-18
3. Part C	Schedule of Requirements(SOR)	19-20
4. Part A	General Instructions to Bidders(GIB)	21-42
4. Part B	Special Instructions to Bidders(SIB)	43-46
4. Part C	E-tendering Instructions to Bidders	47-50
5. Part A	General (Commercial) Conditions of Contract (GCC)	51-71
5.Part B	Special (Commercial) Conditions of Contract (SCC)	72-74
6.	Undertaking & declaration	75-76
7.	Proforma (s)	77-96
8.	Bidder's profile & Questionnaire.	97-99
9. Part-A	Bid Form	100
9. Part-B	Price Schedule	101-102

If interested, kindly submit your bid offers online through CPPP e-tender portal (<https://etenders.gov.in/eprocure/app>) on or before date & time specified in clause 6 of detailed NIT.

Asst. General Manager (MM-III)

SECTION-1 PART A

DETAILED NOTICE INVITING TENDER (DNIT)



BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISE)
OFFICE OF THE CHIEF GENERAL MANAGER TELECOM.,
U.P.(EAST) CIRCLE, 3rd FLOOR, DOOR SANCHAR SADAN,
LAPLACE,
SHAHNAJAF ROAD, LUCKNOW-226001.

Digitally sealed Tender is invited for and on the behalf of BHARAT SANCHAR NIGAM LIMITED by Chief General Manager UP(East) Telecom Circle, for “Annual Repairing Contract of SMPS Power Plant of various make and capacity installed in various Business Areas/ Operational areas of UP(East) Telecom Circle as defined in Scope of work in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid (following eRA)] for and on behalf of BSNL, for the following works:

Sr. No.	Packages	Business Area	Estimated Cost for Two Years in Rs. (Inclusive of GST)	EMD @ 2% (In Rs.)	Item / Work	Tender Fee (in Rs.)	Remarks
	A	B	C	D=2%of C	E	F	G
1	Package-I	Zone-I (Gorakhpur and Ayodhya BAs)	2,03,12,541	4,07,000	ARC of Power plant	2360	Experience as per Note#11 page 6 of DNIT will be taken for evaluation of eligibility criteria.
2	Package-II	Zone-II (Lucknow including CM and Sitapur BAs)	1,54,32,111	3,09,000			
		TOTAL	3,57,44,652	7.16,000			

Note A: Out of the estimated tender cost of Rs.2,03,12,541/- & Rs.1,54,32,111/- for packages I & II, Rs.53,07,557/- & Rs.40,82,888/- respectively are reserved for repairing of RNP cards which is one time measure and is to be executed in the beginning of the agreement. The remaining tender cost of Rs.1,50,04,984/- & Rs. 1,13,49,223/- respectively is for repairing of SMPS power plants spread in two years period. The value reserved for repairing of RNP cards shall be strictly used for the repairing of RNP cards only, and this value should not be used for repairing of SMPS Power plants in any case.

Note 1: Bidding & Evaluation of the tender will be on individual package basis for above estimated quantities (referred to Section 3) as per price offered in the financial bid. Any bidder may bid in one or more packages or even all the packages however tender award will be restricted to only one (01) Package as per clause 4 of Section 4 Part B.

Note 2 : The quantities stated are estimated and BSNL reserves the right to vary the quantity to the extent of $\pm 25\%$ of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Note 3: 25% of the Estimated Quantity against this tender Enquiry is earmarked for procurement from the eligible Micro and Small Enterprises (MSEs) bidder registered for tendered work/service and be distributed as per Table 1(B) read with relevant clauses of Section-4

Part-B. However, in case eligible MSE bidder(s) are not available then this quantity would be de-reserved & procured from other eligible bidder(s). However, concurrent application of Public Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to make in India) Order, 2017 shall be done as per Guidelines issued by Department of Expenditure order No: F.1/4/2021-PPD dated 18.05.2023 and subsequent order, if any.

Note 4 : MSE bidders are required to update their Udyam Registration on the CPP Portal, for availing the benefits on CPPP e-tender system under the Public Procurement Policy for MSE, such as 25% MSE Purchase preference and preference (non-elimination in e-RA, if H1 etc.) during e-RA (electronic reverse auction). It should broadly cover the **items/services** offered in tender. If a bidder does not update on CPPP, he will be deprived of benefits to MSEs on CPPP system.

It may be noted that exemption will not be granted to MSE bidder if traded items/services are offered and exemption shall be considered only if the offered items/services are being manufactured/rendered by the MSE bidder themselves.

Note 5: Procurement under this tender would be in accordance with 'Public procurement (Preference to Make in India) Order 2017' notified by Government of India & its subsequent amendments, guidelines etc. for Preference to Make in India products."

Note-6: The prospective bidders are advised to visit the sites and familiarize with the type of works/faults before quoting the rates for repair/services.

Note-7: The bidder shall quote for the repair of the units from the BAs (given against the particular package/Zone) in the bid. But, BSNL reserves the right to make over faulty cards from other package/Zones/BA (Business Area) also subject to the maximum limit, on value terms, applicable for the approved tender.

Note-8: The evaluation of the tender as well as allotment of the work will be done on package basis for estimated quantities as per price offered in the financial bid.

1.0 Purchase of Tender Document: For e-bidding process, Tender document is to be downloaded by Bidders from Central Public Procurement portal i.e. <https://etenders.gov.in/eprocure/app> as a part of process of bid submission on Central Public Procurement portal.

1.1 The bidders downloading the tender document are required to submit the **Tender fee of INR 2360/-** (inclusive of GST@18%) through DD/ Banker's cheque/ RTGS/NEFT along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

1.2 The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank only in favour of "AO (Claim), BSNL, O/o CGMT, U.P.(East) Telecom Circle, Hazratganj, Lucknow-226001" **and payable at "Lucknow"**.

1.3 RTGS/NEFT may be done to Bank of Baroda A/c 31870200000363 with IFSC code: BARB0LDALUC in the name of AO CLAIM BSNL RTTC Lucknow. Bank transaction acknowledgement will be emailed on email id's: aoclaimscgmt@gmail.com and agmmm3upe@gmail.com. The copy of the same may also uploaded on e-tender website.

2.0 MSE (Micro & Small Enterprise) bidders are exempted from payment of Tender Fee provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items manufactured/produced and services rendered by Micro and Small Enterprises. Udyam Registration Certificate must be current & valid to prove that they are either Micro or Small Enterprise on the date of opening of technical bid part, if exemption from tender fee is claimed. These exemptions are not applicable for Medium Scale Units.

3.0 Availability of Tender Document: The tender document shall be available for downloading from 23.12.2024 (0900 Hrs.) onwards up to 1200 Hrs. on 14.01.2025 on CPP portal.

3.1 BSNL has decided to use process of e-tendering for inviting this tender and thus the **physical copy of the tender document would not be available for sale.**

3.2 Sale of Tender Document: **Not Applicable.**

4.0 **ELIGIBILITY CONDITIONS:**

Bidders having following qualifications /meeting criteria can participate in the tender. They have to upload copies of the following documents with the tender form:

- 4.1 The Bidder shall be a company registered in India under the companies Act 1956/ 2013 or a partnership firm/proprietorship firm registered in India
(**Proof document** – Valid Registration Certificate of ROC for Registered Companies/ An affidavit for sole Proprietorship for Proprietorship firm / Registered Partnership deed for partnership firm)
- 4.2 Bidder's must be Class-I Local supplier in pursuance to Department for Promotion of Industry and Internal Trade order no: P-45021/2/2017-PP (BE-II) dt 16/09/2020 and DOT letter no: 18-10/2017-IP dt 29.08.2018 with minimum local content 50% for tendered item.
(**Proof document**- Self Certification as format Section-7(L) or Certificate as per clause 3.5(b) Section-4 Part B as the case may be)
- 4.3 Complies the restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 which are detailed in Appendix-1 to Section-1 Part A
(**Proof document**- Under taking as per Section 7 (G) else registration certificate issued by competent authority as per Appendix 1 of Section 1 Part A, as per applicability)
- 4.4 The Bidder should have valid registration with the ESI Corporation under ESI Act and should have been allotted with a Code Number by the ESIC.
(**Proof document** - Valid registration certificate with code number from ESIC).
- 4.5 The Bidder should have valid registration with the EPFO under EPF & Miscellaneous Provisions Act 1952 and should have been allotted Registration number
(**Proof document**- Valid registration certificate with code number from EPFO).
- 4.6 The Bidder should have valid Income Tax PAN and should be submitting IT returns for last year such as FY 2022-2023 or FY 2023-24
(**Proof document**- copy of valid PAN card and IT return acknowledgement copy)
- 4.7 Valid Goods and Service Tax (GST) registration Certificate of the bidding Firm/Company with self-declaration on company letter head that bidder is not black listed by GST authorities and in case bidder gets blacklisted by GST authorities during the tenure of contract with BSNL, bidder indemnifies BSNL from any monetary loss caused due such blacklisting i.e. Loss of input credit claim etc and ensures that such loss will be paid to BSNL by the Service provider
(**Proof document** -Valid GST registration certificate number or exemption certificate with DECLARATION BY BIDDER ON COMPANY LETTER HEAD IN RESPECT OF BLACKLISTING BY GST AUTHORITIES in the format given in Section-7 (H) of Bid Document)
- 4.8 The Bidder shall have the package-wise **average annual turnover** of 30% of the estimated cost for that package of the tender in last three financial years (i.e. either 2020-21, 2021-22 & 2022-23 or 2021-22, 2022-23 and 2023-24).
(**Proof documents**- shall enclose the Annual turnover certificate issued by Chartered Accountant (CA) and Profit & Loss statement duly certified by the CA/company auditors.)
- 4.9 The Bidder(s) should not have been black-listed/debarred by Central/ State governments/UT/ PSUs at the time of submission of bid
(**Proof documents**- Declaration by bidders Not de-bar/Blacklisted as per format of Section-7 (J))

4.10 Experience: For participating in this tender, the tenderer should meet the following eligibility criteria:

4.10(a). Experience to be possessed by the bidder in terms of Physical parameters:

The bidder shall have satisfactorily undertaken the repair of at least 500 power plant SMPS modules of telecom sites of 25A and above after 01-04-2021. A certificate to that extent from BSNL/MTNL/TCIL/ITI/Rites/HCL/ PGCIL/ Rail Tel/ Private Telecom Service Provider/ Telecom Infra Providers any other Govt. (Central/ State) undertaking is to be submitted by bidder.

(**Proof documents**-Bidder is to submit Self certificate mentioning the details of the repair of at least 500 power plant SMPS modules of telecom sites of 25A and above cards, after 01-04-2021 as per format at Section-7D on their letter head)

4.10(b). Experience to be possessed by the bidder in respect of amount of contracts executed by the bidder in terms of Financial parameter :

Experience of having successfully completed similar works/related works related to Repair of Power Plant Modules & Control cards of SMPS Power Plants cards during last seven (7) years from BSNL/MTNL/TCIL/ITI/Rites/HCL/ PGCIL/ Rail Tel/Private Telecom Service Provider/ Telecom

Infra Providers, ending with the last day of month previous to one in which applications are invited as given below:-

Three similar completed works costing not less than the amount equal to 40% of the estimated cost of package for which bidder is quoting.

OR

Two similar completed works costing not less than an amount equal to 50% of the estimated cost of package for which bidder is quoting.

OR

One similar completed work costing not less than the amount equal to 80% of the estimated cost of package for which bidder is quoting.

(Proof documents- Work Completion Certificate/Experience Certificate supported by the copies of relevant Contract Agreement/purchase/work order(s) issued by the department/company where the work was executed.)

Note 8A:The estimated repairing cost of one year shall be considered to evaluate the eligibility criteria in terms of Financial Parameter as mentioned in Clause 4.8 and 4.10 above (For package-I Rs.75,02,492/- for one year of repairing of SMPS Power plant + Rs.53,07,557/- for repairing cost of RNP cards totaling Rs.1,28,10,049/- inclusive of GST, and for package-II Rs.56,74,612/- for one year of repairing of SMPS Power plant + Rs.40,82,888/- for repairing cost of RNP cards totaling Rs.97,57,499/- inclusive of GST will be taken to evaluate the eligibility criteria in terms of Financial Parameter).

Note 9: A bidder may also use the credentials of the original/parent entity of the bidder from which it has been demerged and come into existence, to meet the turnover and/or experience eligibility criteria of the tender. However the maximum time period for claiming the credentials of original/parent entity, for meeting aforesaid eligibility requirements, shall be 5 years from date of demerger. A, requisite proof of demerger from original/parent entity shall have to be submitted to claim the credentials of original/parent entity.

Note 10: The bidder must have to submit labour license from labour department after signing the agreement /work order within 30 days if applicable.

5.0 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 "AO (Claim), BSNL, O/o CGMT, U.P.(East) Telecom Circle, Hazratganj, Lucknow" and payable at "Lucknow" either separately for each type of tendered item or total for all types of tendered items.
- b) Bank Guarantee/Fixed Deposit from a scheduled bank drawn in favour of "AO (Claim), BSNL, O/o CGMT U.P.(East) Telecom Circle, Hazratganj, Lucknow" which should be valid for 180 days from the tender opening date, either separately for each type of tendered item or total for all types of tendered items.
- c) Through RTGS/NEFT to Bank of Baroda A/c no: 31870200000363 with IFSC code. BARB0LDALUC in the name of AO CLAIM BSNL RTTC Lucknow either separately for each type of tendered item or total for all types of tendered items. Bank transaction acknowledgement will be emailed on email id's: aoclaimscgmt@gmail.com and agmmm3upe@gmail.com.
- d) Insurance Surety Bonds from Insurance Company registered under Insurance Act 1938 & its subsequent amendments, guidelines etc. notified by Government of India. Insurance Surety Bond should be valid for 180 days from the tender opening date, either separately for each type of tendered item or total for all types of tendered items.

A copy of DD/Banker's cheque /Bank Guarantee/ Bank transaction acknowledgement is to be uploaded in the e-tender portal and the original copy is to be submitted to MM Cell before the closing time of the tender as per instruction given in Section-2 of the bid document.

5.2 MSE (Micro & Small Enterprise) bidders are exempted from payment of Bid Security provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items manufactured/produced and services rendered by Micro and Small Enterprises. Udyam Registration Certificate must be current & valid to prove that they are either Micro or Small Enterprise on the date of opening of technical bid part, if exemption from EMD is claimed. **These exemptions are not applicable for Medium Scale Units.**

6.0 Date & Time of Submission of Tender bids on or before 14.01.2025(1200 Hrs.).

Note 12: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will be automatically shifted 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.

7.0 Opening of Tender Bids: 15.01.2025 (on or after 1200 Hrs.)

8.0 Place of opening of Tender bids:

Authorized representatives of bidders (i.e. vendor/organization) can attend the Tender Opening Event (TOE) in chamber of AGM (MM-III), BSNL, O/o CGMT, U.P.(East) Telecom Circle, 3rd Floor, Door Sanchar Sadan, Laplace, Shahnajaf Road, Lucknow-226001, where BSNL's Tender Opening Officers would be conducting through online e-Tender.

9.0 Tender bids received after due time & date will not be accepted.

10.0 Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

11.0 "BSNL," reserves the right to accept or reject any or all tender bids or all bidding process, 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 ground of Purchaser's action. BSNL is also not bound to accept the lowest bid.

12.0 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. 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 14: 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.

Note15: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

13.0 The queries in respect of the bid document, if any, can be submitted through **Email**, latest by 28.12.2024 till 1700 Hrs. **Any query received after this date will not be entertained.**

BSNL Contact-1	
BSNL's Contact Person	Sh. Praveen Kumar Jaiswal, AGM (MM-III)
Telephone	9415018414
	[between 11:00 hrs to 17:30 hrs on working days]
E-mail ID	agmmm3upe@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Sh. Vivek Singh, ADT (MM)

Telephone	9435598727
	[between 11:00 hrs to 17:30 hrs on working days]
E-mail ID	viveksingh2222@gmail.com

14.0 Bidder has to produce original certificates/ documents for inspection whenever required by BSNL

15.0 Integrity Pact: (Not Applicable for this Tender)

Integrity Pact Program is implemented for this tender for which signing of Integrity Pact is mandatory for the purchaser and bidder. Format of Integrity Pact is provided in the tender document at 7(I) in Section 7-Proforma(s). To oversee the implementation of Integrity Pact Program, IEMs are appointed by BSNL vide No. CA/MMT/15-1/2015 dated 08.11.2019 which is available in 'Tender Notice' link on www.bsnl.co.in.

Appendix-1 to Section-1 Part A

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also be required to be registered with the same competent authority. The competent authority for the purpose of registration as per applicability of Rule 144(xi) of the **General Financial Rules (GFRs) 2017 shall be/ continue to be the registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).**

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a Country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person, employed to do any act for another, or to represent another in dealings with third person.
- VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (This is applicable for tenders of Works contracts, including Turnkey contracts).
- VII The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.**
- VIII If the bidder was validly registered at the time of acceptance/placement of, registration shall not be a relevant consideration during the contract execution.**

SECTION-1 PART B

[CHECK LIST FOR BIDDER]

S.No	Contents of 1st Electronic Envelope (Techno-Commercial	Mode of Submission	Document Submitted (Yes/No)
1	Tender Fee as per DNIT clause 01	Scanned Copy on E-tender portal and Original Physical Copy Offline. Note: (In case of online payment offline physical copy not required)	
2	Bid Security as per DNIT clause 05		
3	Valid Power of Attorney(s) as per Clause 14.3 of Section-4 Part –A (Supported by Board resolution)	Scanned Copy on E-tender portal and Original Physical Copy Offline	
4	Integrity Pact as per clause 15 of DNIT (Not Applicable for this Tender)	Not Applicable	
5	MSE bidders should submit their valid URN (Udyam Registration Number)/valid certification from MSME and it should broadly cover the services offered in tender in order to be able to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSEs, 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	Online	
6	Copy of Certificate of Incorporation as per clause 4.1 of DNIT.	Online	
7	Article of Memorandum of Association or Partnership deed or Proprietorship deed as per clause 4.1 of DNIT.	Online	
8	Valid GST registration certificate number or exemption certificate with DECLARATION BY BIDDER ON COMPANY LETTER HEAD IN RESPECT OF BLACKLISTING BY GST AUTHORITIES in the format given in Section-7 (H) of Bid Document.	Online	
9	Copy of IT Return of F.Y. 2022-23 or 2023-24	Online	
10	Copy of Valid PAN Card	Online	
11	Copy of valid EPF & ESI registration certificate	Online	
12	Copy of relevant purchase/work order(s) along with successful completion certificate(s) by service purchasing organization. Bidder is to submit SUMMARY OF EXPERIENCE CERTIFICATE IN EXCEL FORMAT as proforma given in Section-7D as per clause 4.10, Section-1 Part-A.	Online	
13	Valid Annual turnover certificate and Profit & Loss statement duly certified by the CA/company auditors as per clause 4.8 section 1 Part-A.	Online	
14	Under taking & declaration as per format- Section-6 Part-A	Online	
15	Near relative certificates(s) as per format Section-6 Part B and Clause 34 of Section-4 Part-A	Online	
16	Under taking & declaration as per format- Section-6 Part D	Online	
17	Clause-by-Clause compliance & No deviation statement pursuant to clause 11.2 (b) Section-4 Part-A as per Section-7(F).	Online	

18	Declaration Not de-bar/Blacklisted as per format of Section-7 (J)	Online	
19	Copy of Original Tender Document along with amendments issued from time to time.	Online	
20	Bidder Profile & Questionnaire as per Section-8 duly filled and signed	Online	
21	Original Bid Form as per Section-9 Part-A	Online	
22	Under taking for labour Licence as per the Note:10 of DNIT	Online	
23	Under taking as per Section 7 (G) else registration certificate issued by competent authority as per Appendix 1 of Section 1 Part A, as per applicability in pursuant to Clause 4.3 of Section 1 Part A	Online	
24	Self Certification as format Section-7(L) and/ or Certificate as per clause 3.5(b) Section-4 Part B (as the case may be)	Online	
25	As per Clause 1.1 of Section 3 Part A, a Certificate that bidder has complete infrastructure and all necessary testing, repairing instruments, equipment for repairing of all types of Power Plant Modules of BSNL Network. Otherwise, undertaking for establishing the same within one month from award of work.	Online	
	Contents of 2nd Electronic Envelope (Financial Envelope containing Financial Bid/BOQ)		
26	Price Schedule as per Section-9 Part-B	Online	

Note: All the Declaration should be preferably on the letter head of the Company/firm. The Bidder has to upload the Scanned copy of all above said documents during Online Bid-Submission also.

SECTION- 2
TENDER INFORMATION

1.0 Type of tender- : Single stage bidding, two stages Opening using Two Electronic Envelope System followed by E-reverse auction (if required).

Note 1: The bidder shall submit Techno-commercial & Financial bid simultaneously.

Note 2: The bids will be evaluated techno-commercially first and there after financial bids of techno-commercially compliant bidders only shall be opened. There may be e-reverse auction after evaluation of financial bids.

Note:2.1 If more than three responsive bidders are available then H1 bidder will not be allowed to participate in the e-reverse auction. However such bidder may be considered for the re-casting of inter-se ranking for award of the work, if required. The elimination of H1 is for e-reverse auction only. Offer for award of work at L1 prices achieved after e-reverse auction as per clause 4(Distribution of Work) of Section 4 Part-B.

In case of MSE bidder(s), if the bidder(s) happen to be highest bidder but falls within the price band of L1+15% during financial evaluation before reverse auction, then such MSE bidder shall not be eliminated for e-reverse auction.”

2.0 Bid Validity Period: 150 days from the tender opening date.

3.0 Validity of bid Offer:

The tender offer shall contain two electronic envelopes system, the first envelope will be named as **Techno-Commercial envelope** & will contain documents of bidders satisfying the eligibility/Technical & commercial conditions and 2nd envelop will be named as **financial envelope** containing financial quote. These envelopes shall contain one set of the following documents:

(A) Techno-commercial envelope shall contain documents enlisted in Checklist for Bidders in Section 1 Part B in Electronic Form i.e. online except following documents which are to be submitted offline (i.e. offline submissions).

1. DD/ Banker's cheque of Tender fee/Not required in case of online payment as per Clause 1.3 of DNIT, Section-1 Part A.
2. EMD – Bid security (Original copy)/Not required in case of online payment as per clause 5.1 (c) of DNIT, Section-1 Part A
3. Valid Power of Attorney(s) as per Clause 14.3 of Section-4 Part –A
4. Integrity Pact in pursuance to Clause 15, DNIT, Section-1 Part-A, if applicable.

Note3: Only above listed documents are to be submitted offline (i.e. No other document is to be submitted offline) in original to the AGM (MM-III) O/o CGMT, UP(E) Telecom Circle, IIIrd Floor Door Sanchar Sadan, Laplace, Hazratganj Lucknow-226001 in a Sealed Envelope, as per the instructions given in the tender document, on any time before of within 05 days of bid submission end date failing which the tender bid , if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope, shall be rejected.

In case the above documents are not submitted offline as per requirement specified above online bid containing the commercial, technical and financial offers of such bidder, SHALL NOT BE OPENED AND THE BID SHALL BE ARCHIVED UN-OPENED on e-tender portal.

(B) Financial envelope shall contain:

Electronic Form: Financial along with Price Schedule (**Section-9Part-B**) with all relevant bids Annexure.

4.0 Payment terms: As per Clause 14 of Section-5 Part-A.

5.0 Period of Contract:

The period of this contract will be 02 (Two) years from the date of agreement. However, the BSNL reserves the right to extend the contract further, one year on the same rates, terms & conditions, on

the basis of performance of vendor and requirement of field units, which shall be binding on the contractor.

6.0 Consignees / Area of work: - as per area mentioned in DNIT and Section 3 part-C.

7.0 Paying Authority:

AO (Claim) O/o CGMT UP (E) Hazratganj Lucknow- 226001 will be the paying authority and also the complete set of invoice with supporting documents are to be submitted to AO (Claim) O/o CGMT UP (E) for invoice processing.

SECTION- 3 Part A

SCOPE OF WORK

1. The scope of work is as follows:

The work involves collection of various types like 25A to 200A of single/three phase faulty power plant modules of different makes like ITI, Exicom, Amarraraja, Delta, Eltek etc. from designated places upon receipt of intimation from BSNL, repairing them, testing the repaired units and handing over the same back at the designated places within the stipulated period and provide a guarantee for the repaired units.

- 1.1 The service provider shall have adequate comprehensive repair facilities for repair of all types of faulty Power Plant modules in each zone of U. P. East Telecom Circle. A certificate that bidder/vendor has complete infrastructure and all necessary testing, repairing instruments, equipment for repairing of all types of Power Plant Modules in BSNL Network. Otherwise, undertaking for establishing the same within one month from the award of work shall be submitted.
- 1.2 Tools/ materials/ Testing Equipment/ spares/ Software/ Applications etc. will not be supplied by the BSNL. All these items shall be arranged by the vendor at their own cost. The components required and to be used for such repair shall be procured in sufficient quantity and stocked by the service provider at his own cost. The shortage/non-availability of spares/material/software, applications etc. shall be borne by the service provider without affecting the service to BSNL.
- 1.3 No tools/materials/ Testing equipment/spares/Software/ Applications etc. will be supplied by the BSNL unless specified. The components required and to be used for such repair shall be procured in sufficient quantity and stocked by the service provider at his own cost. The shortage/non-availability of spares/material etc. shall be borne by the service provider without affecting the service to BSNL.
- 1.4 The obsolescence of component shall not be taken as reason for declaring faulty modules as RNP (Repair not possible).
- 1.5 The service provider shall quote package cost in schedule of requirement as per the estimated quantity of various modules as part of his response to the bid.
- 1.6 The service provider shall have at least TWO specified contact numbers which are responded 24 x 7 and e-mail Id for booking of faults/ placement of requisition by any of the nominated representative of BSNL

1.7 Collection and Delivery of Faulty/repaired modules.

- 1.7.1 The list of BSNL units with their email Id/mobile number who are authorized to place indent to the service provider will be intimated along with the purchase order, which can be further updated by the authority from time to time. The requisition can be placed on phone but shall be followed with an email as per standardized format mentioning the details of the faulty unit, its location and the custodian.
- 1.7.2 Generally, the intimation for collection of faulty units will be communicated on a weekly basis by each SSA. But in case of service impacting faults, the intimation will be given by BSNL as soon as fault occurs and the service provider shall respond.
- 1.7.3 The service provider shall ensure that the quantities that are accepted do not exceed the quantity mentioned in the PO. If it exceeds, upon receipt of the requisition, he shall revert in mail about the same and seek further PO, etc. and shall not accept the faulty unit. Repair undertaken if any on exceeded quantities may not qualify for payment. Decision of PO issuing authority of BSNL in this regard will be final. The service provider upon repairing the 80% of the PO ordered quantity shall give

intimation in writing to PO issuing authority/Nodal at BA Level that the 80% of the ordered quantity has been utilized and as per requirement of BSNL additional PO may be provisioned.

- 1.7.4 The service provider shall collect the module from the designated places within THREE days from the date of intimation under receipt to the in-charge with own cost. However, control module/Card of all power plant should be repaired on the POC/location of site as far as possible.
- 1.7.5 Packing, transport, Collection and delivery of faulty as well as repaired modules are the responsibility of the service provider.
- 1.7.6 The service provider shall repair the module and return the same within Seven days from the date of its Intimation. The certificate of satisfactory repairing as per prescribed format will be provided by BSNL in – charge not below the rank of SDO/JTO and the same shall be submitted along with the invoice. The modules handed over for repairs by BSNL shall not be burned/damaged deliberately by the service provider and declared beyond repair for vendor advantage. Choice based module repair is not allowed.
- 1.7.7 The repaired modules will be tested by the BSNL in-charge within TWO days on receipt of repaired modules and if it is found satisfactory then a certificate, as mentioned above will be given.
- 1.7.8 In case the received unit is still found to be faulty, the same will be intimated to the service provider for necessary action and the time taken will be counted from the date of placement of intimation through email. It shall be the responsibility of the service provider to collect the unit in this regard from the actual site of usage of the unit itself.
- 1.7.9 The date of receipt of repaired modules will be reckoned as the date of completion of work in case the repair work was found to be satisfactory.
- 1.7.10 The service provider will never refuse to repair any SMPS power plant module on the plea that the spare component(s)is/are not available in the market due to any reason. The component required and to be used for such repair shall be procured in sufficient quantity and stock by the service provider at his own cost.

2. Warranty

Repaired modules shall have a warranty of 6 (SIX) months from the date of return of repaired unit. During this time, in case there is a repeat fault of the same type on the repaired module, the service provider shall rectify the module free of cost and the warranty period will be counted afresh. Faults caused due to external factors like lightning, input power surge, floods etc. will not be counted as repeat fault.

3. The company should provide web-based and APP based complaint/fault booking and monitoring system, and each power plant details should be available in system.
4. The rates quoted by the service provider for various works shall remain firm and valid during the initial period of TWO years which can be further extended for one year on the same rates, terms and conditions optionally by BSNL with consent of the service provider. BSNL shall reserve the right to extend the contract for another one year or part.

SECTION- 3 Part B
TECHNICAL SPECIFICATIONS, SCHEDULE OF RATES

1 General:

- 1.1 As per clause 1 of **SECTION- 3 Part A**
- 1.2 The type of modules to be included in aforesaid tender as:
- 25A/ 50A/ 100A/ 200A Rectifier Module
 - Control Module of any Power Plant
 - Surge Arrester Class C (1ph/3-ph)
 - Any miscellaneous part/ fault of the power plant other than above.

1.3 Definition of unit rate of repair charge :

One unit of repair charge (say ₹,,x“) is the rate for repairing a 25A rectifier power module (single phase or 3-phase) of a power plant.

1.4 For other types of modules, a multiplication factor as per table below will be applicable:

Sl No.	Type of Unit	Multiplication factor
1	25A Rectifier Module[<08years]	1
2	50A Rectifier Module[<08years]	1.4
3	100A Rectifier Module[<08years]	2.3
4	200A Rectifier Module[<08years]	2.8
5	Controller Module of any power plant [<08years]	1.7
6	Power plant & controller Modules [>08years] of categories mentioned above at Sr. No. 1 to 5	Additional 25% amount
7	Surge Arrester class-C 1-Phase [repair or replacement including site I&C][spec:IEC62305 &60364-5-53]	1.3
8	Surge Arrester class-C 3-Phase [repair or replacement including site I&C][spec:IEC62305 &60364-5-53]	2.7
9	Any miscellaneous part/module/fault of the power plant other than above	1
10	Repair of RNP Cards (declared at the time of Tender)	2.0 x (Normal Charge of repairing for respective category of Rectifier module as mentioned in Sl.01 to 04)

1.5 Schedule of Rates

Schedule of rate for One unit of repair (for repairing a 25A rectifier power module, single phase or 3-phase of a power plant) is Rs.1851/- per unit excluding GST.

Note: Individual rate for each Item for package will be calculated as = SoR rate as per above table multiplied by total quoted price in financial bid/BOQ for a package divided by estimated total price

$$[\text{Individual rate for each Item for package}] = [\text{SoR rate as per above table}] \times \frac{[\text{Total quoted price in financial bid/ BOQ (Section-9 Part B) for a package}]}{[\text{Total Estimated Price for a Package}]}$$

2. **Technical specifications:** The repaired modules should be attended as per rating provided by its Manufacturer. All the components used by the vendor will be as per specification and quality prescribed by OEM and in case any proprietary component, the vendor will insure its purchase from the concern OEM.

SECTION-3 Part C

SCHEDULE OF REQUIREMENTS

1. DESCRIPTION OF SERVICES: as detailed in table below:-

Annual Repairing Contract of SMPS power Plant, its modules (25A/50A/100A/200A) (1- ph/3-ph) and control units (main & auxiliary, as the case may be) of different exchanges/BTS sites of OAs under Package-I (Gorakhpur and Ayodhya Business Areas) and Package-II(Lucknow including CM and Sitapur Business Areas).

A. For Zone-I

Sl #	Type of Unit	No. of modules/ items	No. of RNP Modules
1	25ARectifierModule[< 08years]	6	2
2	50ARectifierModule[< 08years]	0	16
3	100ARectifierModule[< 08years]	29	8
4	200ARectifierModule[< 08years]	0	0
5	Controller Module of any power plant [< 08years]	5	6
6	25ARectifierModule[> 08years]	236	61
7	50ARectifierModule[> 08years]	757	139
8	100ARectifierModule[> 08years]	1097	265
9	200ARectifierModule[> 08years]	22	3
10	Controller Module of any power plant [> 08years]	1098	33
11	Surge Arrester class-C 1-Phase [repair or replacement including site I&C][spec:IEC62305 & 60364-5-53]	5	0
12	Surge Arrester class-C 3-Phase [repair or replacement including site I&C][spec:IEC62305 & 60364-5-53]	16	0
13	Any miscellaneous part/module/fault of the power plant other than above	120	0

B. For Zone-II

SI #	Type of Unit	No. of modules/ items	No. of RNP Modules
1	25ARectifierModule[< 08years]	0	12
2	50ARectifierModule[< 08years]	7	21
3	100ARectifierModule[< 08years]	22	30
4	200ARectifierModule[< 08years]	0	0
5	Controller Module of any power plant [< 08years]	7	5
6	25ARectifierModule[> 08years]	256	41
7	50ARectifierModule[> 08years]	496	100
8	100ARectifierModule[> 08years]	954	177
9	200ARectifierModule[> 08years]	0	3
10	Controller Module of any power plant [> 08years]	679	33
11	Surge Arrester class-C 1-Phase [repair or replacement including site I&C][spec:IEC62305 & 60364-5-53]	0	0
12	Surge Arrester class-C 3-Phase [repair or replacement including site I&C][spec:IEC62305 & 60364-5-53]	0	0
13	Any miscellaneous part/module/fault of the power plant other than above	151	0

Note: Above Line item wise quantity may vary as per actual requirement of the package.

SECTION-4 PART A
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS:

- 1.1 "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), Lucknow.
- 1.2 "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- 1.3 "**The Supplier**" or "**The Vendor**" or "**The Service Provider**" means the individual or firm providing the services under the contract.
- 1.4 "**The Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- 1.5 "**The Services**" means providing maintenance services for external plant which the Supplier is required to supply to the Hirer/Purchaser under the contract.
- 1.6 "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase/Service Order on the bidder.
- 1.7 "**The Purchase Order**" means the order placed by the Purchaser on the Supplier/ provider 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.
- 1.8 "**Validation**" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- 1.9 "**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.
- 1.10 "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.
- 1.11 "**OA**" means Operation Areas defined by BSNL (generally comprising of one or more revenue districts).
- 1.12 "**BA**" means Business Area comprising of one or more SSA's
- 1.13 **Deleted**
- 1.14 **Deleted**
- 1.15 "**Contract**" means the agreement made between BSNL and the successful bidder for Comprehensive OFC maintenance.
- 1.16 "**Act**" means statutes, laws, rules and regulations by Government authorities or any regulatory agencies;
- 1.18 "**Agreement**" means this agreement between BSNL and the Contractor relating to the provision of Services by the Contractor including the LOI, Schedules(s), Work Order(s), Annexure(s), tender terms and conditions, vide tender No..... and any other documents explicitly incorporated in Agreement;
- 1.19 "**Charges**" mean the monthly charges payable by BSNL to the contractor.
- 1.20 "**Contract Price**" shall mean the unit price of various activities to be undertaken by the Contractor and to be payable by BSNL on completion of the activity / service. The contract price is exclusive of service tax but inclusive of all other taxes. However, statutory liabilities of ESI, EPF contribution and all other statutory taxes and levies applicable and payable by the Contractor shall not be a part of the Contract Price and BSNL shall not be responsible in any way whatsoever to pay for the same.
- 1.21 "**Contractor**" means any person or entity that provides service(s) in accordance with the terms and conditions of the Agreement .
- 1.22 "**Effective Date**" means the date of entering into the Agreement.
- 1.23 "**Force Majeure Events**" or "**Force Majeure**" means fire, flood, earth quake, elements of nature or acts of God, epidemic, acts of war, terrorism, riots, civil disorder, rebellions, revolutions, strikes, lockouts, change of law or any other similar cause beyond the reasonable control of such party.

1.24 Deleted

1.25 “Maintenance Engineer” means the Senior Sub-Divisional Engineer/Sub-Divisional Engineer / Junior Telecom Officer / any other authorized personnel of BSNL / Divisional Engineer of BSNL heading the Division;

1.26 Deleted

1.27 “Party” or “Parties” mean the party or parties in the Agreement;

1.28 “Rates” mean the agreed rates for various components of the services provided by the Contractor under the agreement;

1.29 Deleted

1.30 “Services” means operations, preventive and corrective maintenance, protection of BSNL materials and equipment and any other services provided by the contractor under the agreement in respect of the SMPS Power Plant;

1.31 “Term” means one/two/more year’s effective from the date of agreement;

1.32 Deleted

1.33 “Work Order(s)” means the relevant work order issued by BSNL to the contractor as per the terms of the agreement

2.0 ELIGIBILITY CONDITIONS:

Kindly refer to Clause 4 of Section – 1, Part A i.e. detailed NIT.

3.0 COST OF BIDDING:

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

4.0 DOCUMENTS REQUIRED:

4.1 The services required to be provided; 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 conditions 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 Email of the Purchaser as indicated in the invitation of Bid latest by **28.12.2024 /1700 (Hrs)**. **Any query received after this date will not be entertained.** The Purchaser shall respond in writing to any such request for the clarification of the bid documents in the format given below. 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.

Sl. No	Section	Clause	Brief Description of the clause	Ref Page No in Bid	Comments of Bidder

5.2 Any clarification issued by BSNL in response to query rose by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 **AMENDMENT OF BID DOCUMENTS:**

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

1. 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 of this section.
2. Bid Security furnished in accordance with clause 12 of this section.
3. A Clause by Clause compliance as per clause 11.2 (b) of this section.
4. Bid form and price schedule completed in accordance with clause 8 & 9 of this section.

8.0 **BID FORM:**

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

9.0 **BID PRICES:**

1. The bidder shall give the total composite price inclusive of all Levies & Taxes, packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the services it proposes to provide under the contract as per the price schedule given in **Section-9 Part B**. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
2. Prices indicated in the Price Schedule shall be entered in the following manner:
 - (a) The Basic Unit price of the services, GST, Freight, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall be quoted separately item wise.
 - (b) The service provider shall quote as per price schedule given in **Section-9 Part B** for all the items given in schedule of requirement at Section-3 Part C.
3. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
4. The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of services offered.
5. "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".

6. The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section-4 Part A. and Clause 7 of Section-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the service provider and no separate charges shall be paid for transportation to individual sites for repairing.
7. Income tax and all other taxes (except GST) enforce time to time or at present rates will be deducted from the bills of the contractor. Any other statutory tax or levies introduced by the Govt. of India/ State Govt. shall be borne by the contractor.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and Conditions of Bid Documents:
 - (a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - (b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1 and Section-4 Part B.
 - (c) Power of Attorney as per clause 14.3 (a) and (d) of this section and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of this section.
 - (d) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34 of this section.
 - (e) Certificate of incorporation, if applicable.
 - (f) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

11.0 DOCUMENTS ESTABLISHING SERVICES CONFORMITY TO BID DOCUMENTS:

1. Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all services which he proposes to provide under the contract.
2. The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
 - (a) a detailed description of services with essential technical and performance characteristics;
 - (b) 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 instruction to bidders, Special instruction to bidders and e-tendering instruction to bidders (Section -4 Part A, B, C) and General (Commercial) Conditions (Section-5 Part A) shall not be considered.
3. For the purpose of compliance to be furnished pursuant to the clause 11.2(b) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12.0 BID SECURITY / EMD:

1. The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 Part B (DNIT).
2. The MSE bidders are exempted from payment of bid security:

- (a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - (b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - (c) MSE unit is required to submit its monthly delivery schedule.
 - (d) If a vendor 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.
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.
 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).
 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 of this section.
 6. The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.
 7. The bid security may be forfeited and debarred:
 - (a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - (b) In the case of successful bidder, if the bidder fails
 - i. to sign the contract in accordance with clause 28.
 - ii. to furnish performance security in accordance with clause 27.
 - iii. to furnish Material Security in accordance with clause 7 of Section 5 Part A.
 - iv. to follow the lawful instructions of BSNL Authorities or his representatives.

13.0 PERIOD OF VALIDITY OF BIDS:

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

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.
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.

3. **Power of Attorney:**

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.
- (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. A copy of the partnership deed (First & last and relevant pages only) duly self attested by Partners shall be attached
- (d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (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 (Power of attorney holder) for the bid then the representative who uploads the documents on e-tender portal using DSC issued in his name, should also be made as one of the Power of Attorney holder by the bidder company, in addition to authorized signatory for the bid.**

15.0 SEALING AND MARKING OF BIDS:

1. **The bid should be submitted as per clause 3 Section-2 of tender information.**

2.

- (a) The Offline document envelope shall be addressed to the purchaser inviting the tender. The Purchaser Address shall be: AGM (MM-III), O/o. the CGMT, BSNL UP(East) Circle, 3rd Floor, Door Sanchar Sadan Laplace, Hazaratganj, Lucknow-226001.
 - (b) The Offline documents envelope consisting documents as stated in clause 3 of Section-2 (Tender Information) shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE'(due date & time).
 - (c) The Offline documents envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
 - (d) Offline documents as stated in clause 3 of Section-2 (Tender Information) may be sent by post or delivered in person on above mentioned address (address is given in clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
 - (e) Offline documents as stated in clause 3 of Section-2 (Tender Information) delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT to ADT (Plg), MM Cell, 3rd Floor, Door Sanchar Sadan Laplace, Hazaratganj, Lucknow-226001. The purchaser shall not be responsible if the bids are delivered elsewhere.
 - (f) Venue of Tender Opening: Room No. 303, 3rd Floor, Door Sanchar Sadan Laplace, Hazaratganj, Lucknow-226001 at specified time & date as stated in NIT.
 - (g) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently in chamber of AGM (MM-III), O/o. the CGMT, BSNL UP(East) Circle, 3rd Floor, Door Sanchar Sadan Laplace, Hazaratganj, Lucknow-226001 & at a place notified.
3. If Offline documents envelope is not sealed and marked as required at Para 15.1 and 15.2, the bid shall be rejected.

16.0 SUBMISSION OF BIDS:

1. Bids must be submitted by the bidders on or before the specified date & time indicated in clause 6 of Section-1 Part A i.e. DNIT.
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 of Section-4 Part A 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.
3. The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. They may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder(s).

17.0 LATE BIDS:

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

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

1. The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
2. The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per clause 6&15 of Section 4 Part A.
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:

1. The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who choose to attend, at time & date specified in clause 7 of DNIT (Section-1 Part A) 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).
2. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
3. Name of envelopes to be opened & information to be read out by Bid Opening Committee

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 in this case & sealed financial bids will be handed over to for retention. 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.

- (i) 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.

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

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

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:

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.
2. If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION:

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.
2. Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted does not tally with its breakup quoted, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, **the unit price shall prevail and the total price shall be corrected by the purchaser.**
3. If there is **a discrepancy between words and figures, the amount in words shall prevail.** If the supplier does not accept the correction of the errors, its bid shall be rejected.
4. Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
5. A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

6. The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

1. The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
2. The evaluation and comparison of responsive bids will be done on Total rate arrived in Price Schedule Sec -9 Part- B.
3. The evaluation and comparison of responsive bids shall be done on the basis of quoted base price of the services offered excluding GST in the Section-9 Part B of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.
4. "Duties & Taxes for which the firm has to furnish GST Challans/Tax Invoices indicated separately in the PO/APO.
5. Vendors should furnish the correct HSN/SAC Classification/Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under provisions/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
6. In case the Duties & Taxes which are not eligible for input tax credit as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per GST Law, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all the documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim credit viz. upload the information on GSTN. However, the purchaser may allow the service provider to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provisions of GST Law.
7. The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC Classification/ Tariff Head from the CGST/SGST/IGST officer or Custom authority E.D./Customs authority where the HSN or SAC Classification/ 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.
8. "If the supplier fails to furnish necessary supporting documents i.e. Tax invoices/Custom Invoices etc. in respect of the Duties/taxes which are eligible for input tax credit, the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the firm."
9. 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 will be deducted from the payment due to the supplier.
10. If the supplier does not disclose the correct details on the invoice or on the GSTN viz. registration number, particular of services etc which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the supplier.

23.0 CONTACTING THE PURCHASER:

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.
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:

1. The Purchaser shall consider placement of orders for commercial services only to those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose services have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
2. The ordering price of any bidder shall not exceed the lowest evaluated package price.
3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
4. If there are more than two tenderers at the same rates, the tenderer having highest experience in the 7 or 5 years period category (as the case may be) shall proceed to the one having lower experience while deciding ranking for consideration for the award of work. The final ranking, L-1, L-2, L-3 etc. shall be worked out using the highest experience irrespective of criteria of 7 or 5 years period category.
5. 24.5 After finalization of tender, award of work to the successful bidders as per distribution, will be issued on the basis of availability of budget/funds and availability of stores.
6. Bidder (Contractor) shall not accept any work orders which does not have clear mention of work quantity, route/section details and the time period for execution of work. Work orders may be issued daily/weekly/monthly/quarterly/ half yearly/yearly.

25.0 PURCHASER'S RIGHT TO VARY QUANTITIES:

1. BSNL reserves the right to increase or decrease up to 25% of the quantity of services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
2. In case of extension of quantity of work additional security deposit of the amount of the enhanced quantity of work has to be deposited..
3. Deleted
4. BSNL also reserves the right for placement of additional order or up to 25% of the additional quantities of services contained in the running tender/contract within a period of two years from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

26.0 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.

27.0 ISSUE OF ADVANCE PURCHASE ORDER:

1. Issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
2. The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security as well as material security in conformity with the Performa provided with the bid document at Section-7 Part A.
3. L-1 bidder may be issued Advanced Purchase Order (APO)/ Letter of intent (LOI) for L-1 quantity as defined in clause above.

28.0 SIGNING OF CONTRACT:

1. The issue of Purchase order shall constitute the award of contract on the bidder.
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 24.4 & 27.3 of this section.

29.0 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 BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids. The following grounds individuals or collectively will become basis of annulment of award.

- (a) Work not as per specification.
 - (b) Progress not as per work order.
 - (c) Non payment to workers.
 - (d) Not responding to communication from BSNL representative through SMS, email, and letter by post, telegrams and voice calls.
 - (e) As per provisions in Appendix 1 of Section 4 Part A
- The decision of BSNL will be final and binding.

30.0 QUALITY ASSURANCE REQUIREMENTS: As per section 3 part A

31.0 REJECTION OF BIDS:

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-4 Part 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-4Part A are not enclosed, the bids will be rejected without further evaluation.
 - (c) Clause 11.2 (b) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - (d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - (e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - (f) Section-4 Part A clause 9.5 on discount which is reproduced below:
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
2. Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-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.

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.
4. The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
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.
6. BSNL shall be disclosing the reason of rejection of bid upon enquiry made by bidder in writing in Pursuant to GFR 173(iv).

32.0 ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT:

As per Appendix-1 to Section 4 Part A.

33.0 BSNL'S RIGHT TO BAN BUSINESS DEALINGS

As per provisions in Appendix 1 of Section 4 Part A & other clauses of the tender.

34.0 NEAR-RELATIONSHIP CERTIFICATE:

1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL **units***
In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.
In case bidder being Company/ Limited company the certificate will be given by all the Directors of the company, but excluding following:
 - a. 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
 - b. full time Directors of PSUs both state and central.

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender / bid submitted 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.

***Unit**, shall be taken as following:

- a) In case of any near relative of the bidder being non-executive employees, the "BSNL unit" is defined as "Business Area (BA)".
- b) In case of any near relative of the bidder being executive (upto AGM/STS level), the "BSNL unit" is defined as "BSNL Circle".
- c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), the "BSNL

unit” is defined as “ BSNL as a whole”.

2. 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).
3. The format of the certificate is given in Section-6(B).

35.0 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 BSNL 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.

36.0 Contractors Superintendence, Supervision, Technical Staff & Employees

The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s)

shall be present at the site of work for supervision at all times when any activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on running account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) of Rs. Ten thousand (Rs.10000/-) only per month shall be effected from the contractor.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

If any dispute arises during the execution of work about interpretation / specifications of any item, the same shall be referred to a committee as notified by BA Head.

The committee shall decide the case and the decision of the committee shall be final and binding.

37. 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.

38. Reservation/ Procurement from MSE units:

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

Appendix-1 to Section-4 Part A

	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	29.2.1 Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	29.2.2 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.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales 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 APO</i>	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.

	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	<ul style="list-style-type: none"> i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.
	<i>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</i>	<ul style="list-style-type: none"> i) Cancellation of APO 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) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order
	<i>(iv) If detection of default after issue of PO/ WO</i>	<ul style="list-style-type: none"> i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.		
Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.		

2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>
4.1	<p>Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	<p>Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>

5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle)	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 14 of Section 5 Part A or by any other legal tenable manner.</p> <p>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.</p>

	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p>	<p>i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	If the vendor is declared bankrupt or insolvent or its	29.2.3 Termination/ Short Closure of the PO/ WO.

	financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>29.2.4 Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>29.2.5 No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>29.2.6 In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>29.2.7 In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>
		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.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in</p>

		network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	

	<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>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>(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>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/ on going works/ AMC / CAMC 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-4Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

- 1. Eligibility Conditions:-As per para4 of DNIT & clause10 of Section4 Part-A.**
- 2. Bid Security: As per Clause 5 of Section 1 (DNIT)**
- 3. Preference to make in India**

3.1 Purchaser reserves the right for providing Preference to Make In India telecom products, service and works in accordance with Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India), Order 2017- Revision] along with relevant references from earlier letters, DPIIT Order No. 45021/2/2017-B.E.-II dated 15-06-2017, Order dated 28-05-2018, Order Dated 29-05-2019, Order dated 04-06-2020etc along with latest guidelines & amendments, if any.

3.2 Definitions

- (i) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (ii) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement need the minimum local content as prescribed for "Class-I local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020.
- (iii) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, needs the minimum local content as prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 revision dt 16.09.2020 but less than that prescribed for "Class-I local supplier" under this order.
- (iv) 'Non Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020.
- (v) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
- (vi) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey.

3.3 Margin of Purchase Preference: means the maximum extent to which the price quoted by "Class-I local

supplier” may be above the L-1 for the purpose of purchase preference.

3.4 ‘Class-I local suppliers/Class-II local suppliers’ are required to indicate the ‘Local content’ for the quoted telecom products, service and works, in their bid in the format available in Section:7(L)

3.5 Verification of local content

- (a). The ‘Class-I local supplier/Class-II Local suppliers’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for Class-I local supplier/Class-II Local suppliers’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b). In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier/ Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). False declarations will be in breach of the Code of Integrity under Rule 175(1)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (i) of the General Financial Rules along with such other actions as may be permissible under law.
- (d). A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

3.6 Purchase Preference

- (a) Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is ‘Class-I local supplier’, the contract for full quantity will be awarded to L 1.
- (b) If L 1 bid is not a ‘Class-I local supplier’, 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the ‘Class-I local supplier’ will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price. In case such lowest eligible ‘Class-I local supplier’ fails to match the L 1 price or accepts less than the offered quantity, the next higher ‘Class-I local supplier’ within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

3.7 Margin of Purchase Preference: The margin of purchase preference shall be 20%.

3.8 Minimum Local Content: The Local content requirement to categorize a supplier as ‘Class-I supplier’ is minimum 50%. For Class-II Local supplier, the local content requirement is minimum 20%.

4) **Distribution of work** (to be read with the provisions of Preference to Make in India as detailed in clause 3.0 above)

The Purchaser intends to limit in each package the number of technically and commercially responsive **01(One) bidder** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

Table 1(A) (Without provisions for MSE Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil

Table1(B)(With provisions for MSE Units)to be read with Note:3 of Section-1Part-A)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col.2)		Qty. earmarked for MSE bidder(s)(Col.3)
Two bidders	L1 - 75%	L2- Nil	Out of 25% target of procurement from MSEs 20% will be procured from MSEs owned by SC/ST entrepreneurs. Out of total procurement from MSEs, 3% from within the 25% target shall be earmarked for procurement from MSEs owned by women

Note1: Table1(B)shall be followed in case there are eligible MSE Bidder.

Note2: If no eligible MSE bidders are available then aforesaid earmarked 25% quantity shall be de-reserved& the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A) above.

Note3: If L-1, L-2, L-3, etc. happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be distributed amongst such MSE bidders i.e. the 25% reserved quantity for MSE may be distributed equally among all the MSE bidders whose quote lies within range L1+15% including L1, L2, L3, etc. MSE bidders.

Note 4 : Concurrent application of Public Policy for Micro and Small Enterprises Order, 2012 and Public Procurement(Preference to make in India) Order, 2017 shall be done as per Guidelines issued by Department of Expenditure order No: F.1/4/2021-PPD dated 18.05.2023

4.1 Any bidder may bid in one or more packages or even all the packages however tender award will be restricted to only one Package.

- 4.2 In cases bidder is L-1 in more than 01 package, allotment of work will be done for that one package in which the bidder quoted rate is the lowest w.r.t. SOR.
- 4.3 Further if bidder is L-1 and lowest quoted rates are same w.r.t. to SOR, in more packages then work will be allotted for the package with highest estimated cost.
- 4.4 If the two or more bidders are L-1 with same quoted rates in any package the work will be equally distributed among them subject to condition that Part of Package(s) distributed will also be treated as one Package as described below:
- 4.5 Suppose Two Bidders are L-1 in Package-I, then the work of Package-I will be distributed equally between both of them as 50% of the Package-I and that 50% Part of Package-I will be treated as one Package.
- 4.6 Further package (Beyond one package awarded initially to L-1 bidder, in case bidder stood L-1 in all packages) will be offered to L-2 bidder on L-1 rate and in case L-2 does not agree to accept offer, then that package will be offered to L-3 on L-1 rate and so-on.
- 4.7 Suppose a bidder has stood L-1 in all the four packages and rates quoted are 96%, 105%, 98% and 85% of the value of SOR for Package-I, Package-II, Package-III and Package-IV respectively the bidder will be awarded work for Package-IV (85% of SOR) and Package-I (96% of SOR)only. Further if bidder is L-1 and lowest quoted rates are same w.r.t. to SOR, in two or more packages work will be allotted for the packages with highest estimated cost.
- 4.8 In case a bidder is L1 in more than one Package, BSNL reserve the right to award more than one package to that bidder.

Section- 4 Part C

Instructions for Online Bid Submission

These Special Instructions to Bidders shall supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

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://etenders.gov.in/eprocure/app>

1. REGISTRATION

Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

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.

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.

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.

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.

2. SEARCHING FOR TENDER DOCUMENTS

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.

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.

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.

3. PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

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.

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.

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.

4. SUBMISSION OF BIDS

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.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

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.

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.

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.

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.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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.

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.

5. E-Reverse Auction

E-Reverse Auction would be conducted on Unit/ total package/ net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

S. No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event(Typically 1 to 2) Hours
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration xx Minutes(Typically 05 minutes)
3.2	Time-Duration of Automatic extensionyy Minutes (Typically 10 minutes)
3.3	Maximum number of Auto-Extensionsnn Automatic Extensions. (Typically 03 extensions)
4	Criteria of Bid-Acceptance	'Beat on Starting last quoted Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	Unit/ total package/ net cost to BSNL (To be decided by planning cell)
6	Minimum Bid-Decrement(Value in Currency) To be decided by planning cell

7	Display of 'Pseudo Identity' of Bidders during bidding period	To all Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current Rank	Yes

Note : Parameters at S. No.1, 5 & 6 shall be confirmed after opening & evaluation of Financial bid parts.

6. ASSISTANCE TO BIDDERS

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.

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.

For any technical related queries please call at 24 X 7 Help Desk Number 0120-4200 462/4001 002/4001005

International Bidders are requested to prefix +91 as country code

Email Support:

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical support-eproc(at)nic(dot)in

Policy Related – cppp-doe(at)nic(dot)in

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1. **I) GENERAL REQUIREMENTS TO BE FOLLOWED FOR THE EXECUTION OF WORKS:**
 - a. The quantum of work for every half year will be assessed by BSNL and intimated to Bidder in advance.
 - b. If it is observed by BSNL that required expertise & skill is not available with the deployed resource/resources and is communicated in writing to the supplier, the resources shall be changes within 7 days.
 - c. All the deployed workman shall hold required licenses and permits for the job under the contract labour (R&A) act 1970 and contract labour (Regulation & Abolition) central rules 1971, before commencement of the work and continue to have a valid license until completion of work. Any other statutory laws under state and central governments applicable from time to time shall be strictly complied with.
 - d. Any fault that is reported to the supplier pertaining his scope under this contract shall be cleared as per section 3 part A.
- II) OTHER CONDITIONS:**
 - e. Bidder shall be responsible to have their own teams to perform the day-to-day works as per this contract. The persons utilized by the contractor for manual assistance to subdivisions should be semi-skilled. They shall visit the Site as per schedule to carry out the activities listed in above clauses. They should also attend to the works on call basis whenever there is such requirement, at any-time. The persons utilized by the contractor should preferably be a local resident with sufficient knowledge of work associated with scope of work mentioned in clauses. This contract is valid for a period of TWO years. However BSNL reserves the right to extend the duration of CONTRACT for further One Year or till the finalization of the new tender (whichever is earlier), at the same rate and terms & conditions.
 - f. BSNL also reserves the right to terminate this agreement at any time, by giving an advance notice of one month.
 - g. The exact address details of all the BTS/exchange locations will be given while signing the contract. The quantity of the BTS/exchange locations BA/OA-wise will also be provided at the same time.
 - h. BSNL reserves the right to vary the quantity as per relevant tender clauses. BSNL reserves the right to change the TE/BTS locations under the contract, with 7 days" notice. The bidder has to continue the support as per this contract in the changed locations.
 - i. Bidder shall station sufficient number of Persons to support the services as per this contract. Persons should be placed in such a way that they are able to carry out the day to day activities as mentioned in relevant clauses.
 - j. During the agreement period bidder shall assign a Support Manager in the BA/OA, who shall act as a single point of contact in the BA/OA for BSNL for handling any service related issues under the agreement. The details of Support Manager & personnel deployed may be furnished at the time of signing the service contract with BSNL.
 - k. Bidder shall ensure that the persons utilized are competent, responsible, reliable and capable of meeting the service obligations as per the contract. If the performance of any

person is found to be unsatisfactory, such persons should be replaced within 7 days of notice. If the total numbers of notices necessitated on unsatisfactory performance during the contract period exceeds 5, then the competent authority of BSNL will be entitled to consider termination of the contract.

- l. The bidder shall provide proper identity card and uniform to the persons engaged.
- m. The bidder shall support/co-ordinate with other agencies working at the sites, (which) who are authorized by the BSNL.
- n. No staff deployed directly or indirectly by the contractor for the CONTRACT service would have any claim in any way for getting future employment in BSNL.
- o. The bidder should provide the contact details of all the persons/agencies. In case of any change of persons, it should be with advance intimation to the concerned BSNL officers with the identity card & contact details.
- p. The Bidder will also maintain the logbook at each site (to be kept with BSNL) where in the Daily routine visits/checks, activities done details are to be entered on every visit basis. The same shall be countersigned by the concerned BSNL in- charge for reference. The format of the logbook that will be kept at site for recording the events is attached as Annexure -4&5.
- q. Officer in charge/duty officer of the BSNL site will carefully monitor the entries and counter sign the log book periodically.
- r. The Bidder shall also maintain a consolidated record of the activities carried out as per this contract, a copy of which along with performance reports from field unit is to be submitted along with the invoice for payment on a monthly basis.
- s. In order to ensure the security of the network, bidder will be required to submit the signed Non- Disclosure Agreement as per Annexure- within 15 days of Work order.
- t. Bidder shall ensure that the agencies or any other representative concerned for support strictly adheres to the following policy of BSNL:
 - I. Any change on equipment shall only be performed by the bidder after notification and approval by BSNL.
 - II. Passwords/locking system on any equipment will be set by BSNL representatives and should not be changed by bidder's representative without the approval from concerned BSNL officer.
 - III. Bidder shall notify BSNL, when its employee who has access to BSNL Equipment/configuration leaves the company or is transferred to another position which no longer requires access. Also the bidder shall surrender the Temporary ID cards of the employees issued by any agency related to BSNL during the course of Maintenance of specific sites at the time of cessation of service of a personnel from bidder's company or from the company to which bidder has entered in to an agreement for service.
 - IV. Bidder or its representatives shall not make a change on any system that is not directly related to his job/duty.

III) FAULT CLASSIFICATION &PENALTIES:

Classification of Performance Deviations and Rectification time as per Section-3 Part-A & Part-B.

IV) PERFORMANCE PENALTIES:

Penalty shall be imposed in case of non or partial or delayed performance of works with in stipulated time frame as per details given in Section-3 Part B.

2. STANDARDS

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

Wherever the Technical specifications mentioned in section -3 (A) in the document not specific about any items of work, the item shall be executed as per the provisions of BSNL E.I. and BBNL E.I (Engineering Instruction).

3. PATENT RIGHTS

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

4. PRICES:

Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.

Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period except GST.

5. SUBCONTRACTS:

The Contractor shall not sub-contract or assign any part or the whole of the work under the agreement or any Work Order(s) (wherever applicable).

6. INSPECTION AND TESTS:

BSNL's representative shall have the right to inspect the premises of the bidders.

Shall any inspected items/specifications fail to conform to the Specifications, BSNL may reject the bidder.

If any service rendered by the vendor is found defective or abnormal delay, the same shall be got completed from outside or BSNL source and the cost of any such work made by BSNL shall be deducted from the amount payable to the contractor.

Nothing in clause 4 shall, in any way, release the Supplier from any Warranty or other obligations under this contract.

7. SECURITY

Performance Security:

- a) All successful bidders [including MSEs (MICRO & SMALL ENTERPRISES)] who are registered with Appropriate Authority under Ministry of MSME shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order in favour of “AO

(Claim), BSNL, O/o CGMT, UP (East) Telecom Circle, Lucknow” within 14 days from the date of issue of Advance Purchase Order (APO)/Letter of intent (LOI) by the Purchaser. (The performance security is to be valid for 30 months).

However, if the quoted price is less than the BSNL’s internal estimated cost by 15% or more, the bidder shall be required to deposit 10% of the APO value as PBG.

- b) The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- c) The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7(B.1) of this Bid Document or in the form Insurance Surety Bond issued by Insurance Company registered under Insurance Act 1938 & its subsequent amendments, guidelines etc. notified by Government of India in the proforma provided in 'Section-7(B.2) of this Bid Document. Other acceptable forms of performance security are Fixed Deposit Receipt and Account Payee Demand Draft.
- d) The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid documents. No interest will be paid to the contractor on the security deposit.

8. General Guidelines:-

ISSUE OF WORK ORDERS AND TIME LIMIT:

Separate Work orders shall be issued, so as to include all items of works for the OA under the contract. The work orders shall be issued by the Divisional Engineer in-charge of works after examining the technical and planning details of the works to be executed.

The Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.

The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work orders in the event of change of plan necessitated on account of technical reasons or in the opinion of work orders issuing authority about the contractor is not executing the work at the required pace.

9. Deleted

10. PERIODICITY OF AGREEMENT

Two year from the date of agreement, this can be further extendable up to another One year on mutual consent. In Such case the security Deposit /PBG has to be suitably extended / modified.

11. Deleted

12. WARRANTY

Repaired modules shall have a warranty of 6 (SIX) months from the date of return of repaired unit. During this time, in case there is a repeat fault of the same type on the repaired module, the service provider shall rectify the module free of cost and the warranty period will be counted afresh. Faults caused due to external factors like lightning, input power surge, floods etc. will not be counted as repeat fault.

13. AUDIT AND TECHNICAL EXAMINATION:

13.1 BSNL shall have the right to cause an audit and technical examination of the work by the agency authorized by BSNL or by Chief Technical Examiner Govt of India , the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable the refund the amount of over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under it, the amount of such under payment shall be duly paid by Government to the contractor.

13.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the (DGM/TDM/ SE (Civil)) or his subordinate officer.

13.3 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriate by the BSNL for the payment of a sum of money arising or under any other contract made by the contractor with the BSNL .

14. PAYMENT TERMS:

- (a) No advance amount will be paid to the service provider.
- (b) The service provider will submit the bills to AO O/o CGMT UP (East) Lucknow on monthly basis in Triplicate copy duly mentioning the PO(Purchase order) number and SES(service Entry Sheet) Number, against the Satisfactory services rendered by the service provider. The penalty, if any, shall be deducted from the Sums due.
- (c) The service provider must take care for claiming for all services rendered in invoice of that month only. No delay in Claiming is acceptable and liable to reject from the purchaser.
- (d) **For claiming this payment the following documents are to be submitted to the paying authority:**
 - i) Invoice clearly indicating breakup details of composite price i.e. Basic, Goods and Services Tax(GST), any other Duties and Taxes etc.
 - ii) Performance certificate issued by not less than JTO and countersigned by DE concerned.
 - iii) Proof of payment of GST, if applicable.
 - iv) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.
 - v) Copy of EPF/ESI remittance challans for billing period along with the list of Labourers for whom the remittances have been made and amount paid each labour should be enclosed along with the bill. The list should contain the EPF/ESI account numbers of the labourers. Monthly remittance Challans should not include remittance details of labourers engaged on other contracts.

- vi) The contractor shall provide UAN number in respect of EPF of individual labour deployed against the contract.
- vii) The contractor shall furnish the details of contract labour along with identity proof & address proof signed by labour and counter signed with stamp by contractor.
- viii) The contractor has to submit detail of EPF & ESI paid to concerned authority at the time of submission of each monthly bill for payment.
- ix) It is necessary for contractor to obtain valid Labour license from appropriate authority before commencement of work and it should be valid upto the period of contract. The license should be job specific and non-transferable for any other job. Timely action shall be taken by contractor for renewal of labour license.
- x) Labour license should indicate maximum no. of labourers which can be engaged and should have job specific.
- xi) Without furnishing detail of labour license no running/monthly bill shall be paid to the contractor.
- xii) Each claim bill of contractor must also accompany the:
 1. List showing the details of labourers/employees engaged
 2. Duration of their engagement
 3. The amount of wages paid to such labourers/employees for the duration in question
 4. Amount of EPF contribution (both employer's & employee's contribution) for the duration of engagement in question, paid to the EPF authorities.
 5. Copies of authenticated documents of payments of such contribution to EPF authorities
 6. The contractor shall have to furnish notarized affidavit in original (with respect to the bill submitted) for compliance of Labour law Act 1970, minimum wages Act 1948 and EPF Act 1952, along with each monthly bill submitted for payment.
 7. The contractor shall ensure the payment of wages to the labourer by 7th day of every month. It shall be the duty of contractor to ensure disbursement of wages.
- xiii) Contractor/Agency making payment to its worker must follow minimum wages act 1948. Contractor must make payment to workers by cheque or by crediting the wages in their Bank Account after obtaining written consent from worker.
- xiv) In case of short payment or lesser amount deposited against social security measure like EPF, ESI etc, BSNL has right to recover such amount along with penalty, if any from contractor from pending bill/security of contractor.
- xv) The compensation for interruption of service rendered by the Contractor while carrying out the work will be deducted from the bills submitted by the bidder for payment
- xvi) In case of downward revision of statutory levies/Taxes during the contract period, such benefits will be passed on to BSNL.
- xvii) Service contract charges shall be paid by BSNL to the contractor on monthly basis.
- xviii) Taxes, duties, and levies payable under the provisions of Statutory, Rules or Regulations of the Central/State Government or Local Bodies arising out of the contract in respect of the works or operation or any part thereof to be performed

by the Contractor as applicable of the amount for which the bill has been passed will be deducted at source, under relevant.

Note:

1. If the service provider 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 service provider only after service provider declares the details of the Invoices in its return in GSTR 1 and GSTR-3 uploaded by them and the same is reflected in GSTR-2A of BSNL on GSTN portal.
3. TDS/TCS shall be deducted at the prescribed rate, if any(as the case may be).
4. BSNL can adjust/forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of service provider's default
5. In case BSNL has to pay GST on reverse charge basis, the service provider would not charge GST on its Invoices. Further, the service provider undertakes to comply with the provisions of GST law as may be Applicable
6. All statutory taxes and levies as applicable shall be deducted at source before payment. Necessary declaration, statutory forms(if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.
7. No payment will be made for services rejected at the site on inspection.
8. The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/contractor. The bidder company is required to give the following information for this purpose along with cancelled cheque for verification:-
Beneficiary Bank Name:
Beneficiary branch Name:
IFSC code of beneficiary Branch
Beneficiary account No.:
Branch Serial No.(MICR No.)
9. Supplier hereby agrees that it will be solely responsible for performing all compliances and making payments of GST , cesses, interest, penalties or any other tax/duty/amount/charge/liability/arising either out of laws/regulations applicable in India and overseas or because of a demand/recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas.

(e) DELAYS IN THE CONTRACTOR'S PERFORMANCE:

Delay in performance of services shall attract penalty for the Contractor in accordance with the clause 17 below.

15. SHORT CLOSURE OF TENDER:

One Month Notice in case work executed is not met as per Terms & Conditions

OR

Government OR BSNL's policy changes

OR
Any public interest at large is adversely affected

16. Deleted

17. PENALTY CLAUSE:

This para is applicable for individual work order as well as contract as a whole.

1. Penalties:

- 1.1 The units are to be repaired within a period of 7 (seven) days beyond which it will attract the penalty @ Rs 100/- per module per day.
- 1.2 Penalties being charged will be capped to 12% of the total work order value for the services of the relevant monthly invoicing period.
- 1.3 In case the penalty imposed is 12% in two consecutive invoicing periods (Quarterly) then the penalty capping for the next quarter will be 25%. Subsequently, only when the penalty imposed, if any, for any two consecutive six month period falls less than 12%, the maximum penalty capping for the next six month period will be reverted to 12%.
- 1.4 If the total penalties reaching the capping limit consecutively for three quarters months, BSNL will have the right to terminate the contract of the concerned OA/BA without any further notice.
- 1.5 Any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from service provide.
- 1.6 In case the performance of the bidder is not found satisfactory at any stage then the BSNL may process the case for termination of agreement with for forfeit of performance bank guarantee.
- 1.7 The time allowed to repair will count intervening Sunday and public Holidays declared by BSNL, if any except National holidays.
- 1.8 In case modules are damaged while repairing, the service provider shall pay the replacement cost of the equipment(s).
- 1.9 In case of complete failure of power plant, The service provider shall repair the power plant within 24 hours of report by sending experts to the site.
- 1.10 The penalty will be imposed at the rate of Rs.2000 per day or part thereof from emergency failure beyond 24 hours of reporting. Such events will be limited to one per month per SSA.
- 1.11 If any such penalty is levied on service provider for more than 3 occasions, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service provider, terminate this contract in whole or part.
- 1.12 The service provider is advised to maintain proper alternative arrangement for restoration

of power plant within the stipulated time period.

1.13 Provision of Repair Not Possible (RNP)

1.13.1 After collection of module from site by the service provider, a maximum of 2% of the made over modules can only be declared as Repair Not Possible (RNP) without any applicability of penalties. The limit of 2% will be applicable on a yearly (12 month cycle) basis and the deductions applicable, if any, in relation to that normally on the 12th invoice/last invoice of the year. The said limit would be 5% for modules of power plants which are more than 10 years old.

1.13.2 An Rs. 7000/- (Rs Seven Thousand) amount will be recovered against any unit declared RNP more than the prescribed limit stipulated or not returned duly repaired satisfactorily within 30 days.

1.13.3 The service provider will have the option of providing a new unit of same specification and make as a replacement and in such cases; the proposed recovery will be exempted.

1.14 Such recoveries against exceeded RNP limits will not be subjected to provision of capping of penalties provided in this contract.

1.15 The extensive damages (physically damaged or burnt) caused due to lightning, input power surges and flood will be exempted from RNP related recoveries to the repair can be limited to on a BEST EFFORT basis. In case of any dispute in deciding the physically damaged and burnt cases, the decision of BA head will be final

1.16 The service provider shall have at least TWO specified contact numbers including Mobile nos. Which are responded 24x7 and email id for booking of faults/ replacement of requisition.

1.17 Removal of spare parts from modules declared as RNP, lightning/surge/flood is NOT permitted for repairing of other cards. But BSNL reserves right to hand over these cards to the service provider on buyback basis at a pre-determined cost to be deducted by BSNL and the service provider will have the provision of taking this option. The cost will be 20% of the repair cost of the respective module irrespective of the condition.

2. **Failure Clause:**

If contractor fails to perform even after imposition of penalty, his work can be given to any other contractor willing to perform at the approved rate.

3. **Withdrawal of work:**

The work will be withdrawn with relevant penalty decided for due payment in case of Non performance with 15 days' notice in form of letter, sms, e-mail and whatsapp etc.

18. **TERMINATION FOR DEFAULT:**

18.1 BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part.

- If the Contractor fails to render services within the time period(s) specified in the Contract or any extension thereof granted by BSNL.

- If the Contractor fails to perform any other obligation(s) under the Contract: and
 - If the Contractor, in either of the above circumstances, (s) does not remedy his failure within a period of 30 days (or such longer period as BSNL may authorize in writing) after receipt of the default notice from BSNL.
- 18.2 In the event, BSNL terminates the contract in whole or in part and the security deposit of the contractor shall be liable to be forfeited, pursuant to Para 18.1, BSNL may get the services from any other source as it deems appropriate, the Contractor shall be liable to BSNL for any excess cost for such services. However, the Contractor shall continue performance of the contract to the extent not terminated.
- 18.3 In the event of prosecution for any offence of directors/partners/ of the Contractor or of the Contractor.
- 18.4 If the Contractor enters into an arrangement or composition with its creditor(s) or if a Receiver of the Contractor's property or any part thereof, is appointed.
- 18.5 If a petition for winding up is presented in any Court against the Contractor, it being a limited company, or a resolution is passed to wind up the business of the Contractor or if a Receiver is appointed for any part of the Contractor's property.
- 18.6 If the Contractor makes false claim(s) towards charges, commission, incentives, refunds, credits, warranty claims or submits false financial information/reports or any other data including but not limited to the Services, reports or maintenance required by BSNL.
- 18.7 If the Contractor fails to obtain or maintain any license / approvals or the suspension or revocation of any license / approvals necessary for the conduct of the business of the Contractor pursuant to the Agreement.
- 18.8 If the Contractor commits any violation of any laws, rules or regulations of the land.
- 18.9 If the appointment or continuance of the Contractor under the Agreement is likely in the sole opinion of BSNL to result in a loss of goodwill or reputation of BSNL.
- 18.10 The Agreement be terminated by BSNL in the manner prescribed above; BSNL will reimburse the Contractor, the pro-rated Charges for the Services provided by the Contractor till the date of termination, as specified in Work Order. In such case, the value of approved materials utilized at site, the certified and accepted work done till the date prior to such termination shall become the sole and exclusive property of BSNL.
- 18.11 BSNL may also terminate any Work Order (if applicable) here under upon written notice of fifteen (15) days to the Contractor / vendor without any liability, if the Contractor is in breach of any material obligations contained in the relevant Work Order. For the avoidance of doubt, the termination of any individual Work Order shall not amount to automatic termination of the
- 18.12 Agreement or any other Work Order(s) that may be issued by BSNL.
- 18.13 It is agreed by both the Parties that termination of this Agreement or any Work Order(s) by BSNL, does not relieve any Party from any rights and / or liabilities arising prior to such termination. Failure of BSNL to exercise a right in connection with a termination event shall not be construed as a general waiver of its right under this clause.
- 18.14 Termination in pursuant above, shall be without prejudice to other rights of BSNL available under law or contract.

- 18.15 Either party may terminate this Agreement or any Work Order hereunder without any liability if so required by any government authority with jurisdiction over the Party and the subject matter of this Agreement; provided however that the Party withstanding with the governmental authority shall assert all reasonable challenges, including litigation, to prevent or reverse any such requirement.
- 18.16 The Contractor undertakes that on termination of this Agreement it shall have no lien over the materials, equipments, designs, plans related to OFC, etc., of BSNL that are under its custody and shall hand over possession of the same to BSNL.
- 18.17 The Contractor shall on termination of the Agreement, immediately hand over or destroy all Confidential Information on BSNL in its possession (irrespective of its form) to / before BSNL's representative to his satisfaction.
- 18.18 The Contractor shall provide its full co-operation and assistance to BSNL to enable a smooth transition of the work to any other contractor of BSNL's choice or as the case may be.

19. TERMINATION FOR INSOLVENCY:

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

20. INDEMNITIES:

- 20.1 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost damages, changes claims and demands of every nature and descriptions, brought or procured against the BSNL its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents . In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- 20.2 The contractor shall at his own cost at the BSNLs request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.
- 20.3 Contractor shall either pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work or the same amount will be deducted from his bills. Such expenditure shall be intimated to Contractor either by Engineer-in-charge or concerned third parties in writing. The amount deducted by the Contractor from his bill shall be paid to concerned third parties by Divisional Engineer or Accounts Officer.

21. FORCE MAJEURE:-

21.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed be reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevent or delayed by reason of any such event for a period exceeding 60 days either party may, at his obtain terminate the contract.

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

22. ARBITRATION:

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

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- (a) 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.
- (b) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)

Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.
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- (c) Neither party shall appoint its serving employee as arbitrator.
- (d) 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.
- (e) Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (f) 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 upto Rs. 5 crores.
[29B] Fast track procedure:
- (i) 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).
- (ii) 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.
- (iii) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
- The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - 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;
 - 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;
 - 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.
- (iv) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (v) 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.
- (vi) 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.]
- (g) 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.

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

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

- (i) The Arbitration proceeding shall be held at Lucknow.
- (j) 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.

23. SET OFF:

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

24. COURT JURISDICTION

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

25. LIEN:

25.1 Notwithstanding anything contrary contained in this Agreement, BSNL shall have the first lien on all amounts due to the Contractor in the event of the Contractor failing to comply with the terms and conditions of this Agreement.

25.2 BSNL shall have the right to retain and hold in its custody all requisite equipment, materials and/or machinery belonging to the Contractor in the event that the Contractor does not perform or fails to perform its obligations under this Agreement without prejudice to its other rights and remedies available under this Agreement. BSNL shall further be at liberty to sell such materials belonging to the Contractor if in the opinion of BSNL, it is necessary to avoid any loss / hardship / damages that may be incurred by BSNL on account of the Contractor's failure to execute the work to the satisfaction of BSNL.

26. INDEMINIFICATIONS:

- 26.1 The Contractor shall indemnify and keep BSNL indemnified from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including reasonable attorney fees) relating to or resulting directly or indirectly from; (a) an act or omission of the Contractor, its employees, agents, or any third party in the performance of the Services under this Agreement; and/or (b) breach of any terms of this agreement; and/or (c) breach of any representations or warranties given by the Contractor under this Agreement; and/or (d) infringement of any intellectual property rights or any third party intellectual property rights; and/or (e) non-compliance of statutory provisions, laws and rules; and/or (f) breach of insurance liabilities in respect of Services provided under this Agreement; and/or (g) breach of insurance liabilities in respect of equipments, tools and all other materials supplied by BSNL to Contractor (h) non-payment of taxes which are the obligations of the Contractor under this Agreement. The Contractor shall further indemnify, defend and hold BSNL harmless and their officers, employees and assignees and authorized representatives against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, costs and expenses of whatsoever kind or nature, including those arising out of damage to property (including but not limited to property of third parties), accident, injury to or death of workmen/persons (including but not limited to the Contractor's employees) whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Contractor or of any one acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement.
- 26.2 In the event, BSNL is required to pay any penalty or other sum by whatever name known to any of its contracting partners or agencies, either on account of delay or the repair and/or maintenance work not being made operational in full by the Contractor, for reasons not attributable to BSNL, the Contractor agrees and undertakes to indemnify and keep indemnified BSNL from all such penalties, costs and/or expenses that may be claimed against BSNL.
- 26.3 By virtue of the provisions of Workmen's Compensation Act, 1923, Contract Labour (Abolition) and Regulation Act, and/or any other applicable Act, if BSNL is obliged to pay compensation to workmen employed by the Contractor and/or on behalf of the Contractor, for the execution of work or provision of Services, BSNL shall be entitled to recover from the Contractor the amount of compensation so paid, without any prejudice to the rights of BSNL under the provisions of such Act.

27. APPOINTMENT OF OTHER AGENCIES FOR RE-EXECUTION:

In the event of the Contractor failing to perform its obligations as per agreed productivity / quality norms of works and timelines as mentioned elsewhere in this Agreement and Schedules, BSNL after giving seven (7) days' notice to the Contractor can get the work executed / re-executed through any other contractor / agencies as BSNL deems fit and proper at the costs and expenses of the Contractor. However that if the estimated cost for execution of such work is more than the proportionate Contract Price, the excess amount incurred by BSNL in this connection shall be recovered from the dues including the bank guarantee payable to the Contractor under this

Agreement.

28. NO PUBLICITY:

No party shall publish any press release or otherwise publicly disclose the existence of this Agreement (including its Schedules, Annexure and any other documents incorporated by reference), without the express prior written consent of the other Party.

29. COMMUNICATION AND REPORTING:

29.1 Communication:

The Parties must use their reasonable endeavors to communicate and promptly inform each other of any matter likely to affect the Services and to investigate how to avoid or minimize any adverse effects on the Services.

29.2 Authorized Representatives:

Each Party must designate, an authorized representative (“Authorized Representative”) and insert details of such Authorized Representative in this clause. A Party may designate a substitute or replacement as their Authorized Representative on reasonable notice in writing to the other Party.

29.3 Notices:

Except as specifically provided elsewhere in the Agreement, all notices required or permitted to be given by one Party to the other under the Agreement shall be in writing and shall be sufficient if made (i) by personal delivery, (including delivery by any commercial delivery service with acknowledgement received); or (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by facsimile transmission (“Fax”) to the Parties at the respective addresses. The date upon which such notice is so actually delivered; or if the notice is given by registered or certified mail, the date upon which it is received as evidenced by Registered A.D. or other acknowledgement; or if sent by Fax, the date on which the Fax was sent, provided an original is received by the addressee by any commercial delivery service within two (2) business days of the Fax, shall be deemed to be the date of such notice, irrespective of the date appearing therein.

29.4 Reporting:

- (a) Contractor agrees to disclose relevant information in relation to the provision of the Services to BSNL and, upon request, to give BSNL a true and faithful account of dealings and matters arising in relation to the provision of the Services, and to furnish explanations when reasonably requested by BSNL.
- (b) Each Party must notify the other immediately after becoming aware of:
 - (I) any material breach of legislation relevant to the provision of the Services or the performance by a Party of its obligations under the Agreement which may amount to violating a material agreement applicable to it;
 - (II) any matter connected with the performance of the Services which would give rise to an actual or perceived conflict of interest; or
 - (III) any reason why a Party is or may be unable to perform its obligations under the Agreement.

- (b) BSNL must notify the Contractor if it appoints, engages or requests any other person to review or manage the provision of, or any part of, the Services by the Contractor.

30. CONFIDENTIALITY:

- (a) Neither Party to the Agreement may communicate, release or otherwise disclose confidential information (“Confidential Information”) to any person concerning the Agreement, Services, information of the other Party or the business of the other Party without the prior written consent of that Party, provided that this clause shall not apply:
- (i) to the extent that the disclosure is necessary to key persons on a need to know basis for the provision of the Services Provided that those persons to whom such information is supplied are bound by confidentiality obligations of the agreement;
 - (ii) to comply with the applicable law or regulation;
 - (iii) to the extent applicable to enable a Party to properly perform its obligations under the Agreement; or
 - (iv) to disclosures by the party receiving Confidential Information pursuant to a court order, administrative contractor and/or other governmental body provided however that the receiving party shall promptly provide notice of such disclosure to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
- (b) Contractor shall and undertakes to promptly advise BSNL in writing of any misappropriation or misuse by any person of such Confidential Information, which may come to its attention.
- (c) In the event of any breach of this clause, the Contractor shall indemnify BSNL from any loss, cost or damage or any other claim whatsoever BSNL. Further more, nothing in the Agreement shall prejudice BSNL from initiating appropriate legal proceedings for specific performance and injunctive relief available under the laws of equity and contract on breach of confidentiality obligations under this clause. The obligations contained in this clause will be valid for **two (2) years from the effective date of termination of the Agreement.**

31. INTELLECTUAL PROPERTY RIGHTS:

- 31.1 Except as provided for in the Agreement, Contractor shall not acquire a right to use, and shall not use without BSNL’s prior written permission, the names, characters, artwork, designs, trade names, trademarks, or service marks and shall maintain all copy right, trade mark, service mark of BSNL or other proprietary notice on BSNL’s products or services (“Intellectual Property Rights”) and otherwise comply with BSNL’s reasonable quality control requirements.
- 31.2 The Contractor accepts for all purposes that any trademarks, logos, service marks, trade names or identifying slogans affixed or used by BSNL in respect of any of its services, whether registered or not, constitute the exclusive property of BSNL. The Contractor shall not contest, at any time, the right of BSNL or its affiliated companies to any trade mark or trade name or any other Intellectual Property used or claimed by BSNL.
- 31.3 During the term of the Agreement, the Contractor may be authorized to use BSNL’s trademarks, logos and trade names, but only in connection with the Scope of Services as set out in the Agreement. The Contractor’s use of such trademarks, logos and trade names

shall be in accordance with the guidelines issued by BSNL from time to time. Nothing herein shall give the Contractor any interest in such trademarks, logos or trade names or any other Intellectual Property Rights. In the event of termination of the Agreement, howsoever caused, the Contractor's, right to use such Intellectual Property, including but not limited to, trademarks, logos or trade names shall cease forthwith from the date of termination of the Agreement. The Contractor agrees not to attach any additional trademarks, logos or trade designations to the trade marks, logos or trade designations of BSNL.

31.4 Contractor further agrees not to use the Intellectual property, including but not limited to the trade marks, logos and trade names of BSNL.

31.5 BSNL reserves the right of prior review and approval of the Contractor's use of BSNL's Intellectual Property including but not limited to any trademarks, logos and trade names as well as all relevant advertisement material in each instance. The Contractor shall not publish, nor cause to be published any advertisement, or make any representations oral or written, which might confuse, mislead or deceive the public or which are detrimental to the name, trademarks, good will or reputation of BSNL. The Contractor shall indemnify and keep indemnified BSNL against any third party claim arising out of or in relation to such advertisements or oral or written representations which might confuse, mislead or deceive the public or which are otherwise detrimental to the name, good will or reputation of BSNL.

32. REPRESENTATIONS AND WARRANTIES:

32.1 Warrants of Contractor

- (a) Contractor represents and warrants that:
- (i) it has and will continue to have and to use, the skills, qualifications and experience to provide the Services in an efficient and controlled manner with a high degree of quality and responsiveness and to a standard that complies with the Agreement;
 - it has full corporate power and authority to enter into, perform and observe its obligations under the Agreement: and
 - that the execution, delivery and performance of the Agreement has been duly and validly authorized by all necessary corporate action and it does not violate the governing documents or any law or material agreement applicable to it.
 - (b) Contractor represents and warrants that it has obtained and will continue to obtain any consents and/or approvals required by any governmental contractor in relation to the provision of the Services. It shall comply with all applicable laws and regulations in carrying out the rights and obligations under the Agreement. As of the date of signing the Agreement, there are no pending threatened legal proceedings that materially adversely affect its ability to perform its obligations under the Agreement.
 - (c) While performing its obligations under the Agreement, it is not in violation of any third party intellectual property rights that may be relevant for the performance of its Services under the Agreement. Any designs, plans, etc., are the sole and independent creation of the Contractor and are not in breach of copy right and/or other intellectual rights violation.

33. INSURANCE AND LIMITATION OF LIABILITY:

33.1 The Contractor shall, at all times during the Term, at its sole cost and expense, and

thereafter for such period as BSNL in good faith requests, in consideration of the particular circumstances, carry and maintain the insurance coverage listed below:

- (a) Worker's Compensation Insurance and Employee's Liability Coverage equivalent to the minimum amount required by law;
- (b) Professional Indemnity Insurance in respect of legal liability arising from breach of professional duty by reason of any negligent act, error or omission;
- (c) Public Liability insurance covering claims arising out of the performance or failure to perform the Services in the Agreement in respect of damage to real or personal property and injury to or death of persons;
- (d) Appropriate insurance policies to cover third party claims including cross liability;
- (e) Appropriate insurance policy to cover the value of equipments, tools and all other material given by BSNL to Contractor;
- (f) In case of emergency / mishap the Contractor has to release the substantial amount of payment to the concerned person or his relatives to take care of the emergency situation and recover later through insurance etc.

33.2 The Contractor undertakes that wherever applicable, the Contractor shall ensure that the relevant insurance policy contains a suitable clause whereby BSNL shall be named as 'co-insured' or as 'loss-payee' under the relevant policy.

33.3 The Contractor shall ensure the satisfactory payment of premium and other charges payable under these policies and shall be responsible for satisfactory and expeditious compliance of all procedures, formalities, and other terms and conditions relating to the initiation and maintenance of the policy including any claims there under. The Contractor shall submit a copy of the policies as well as receipts for the payment of premium and/or any other charges in respect of the above policies to BSNL at its request.

33.4 Details of these insurance policies along with proof of premium payment and insurance cover notes / insurance policies must be provided by the Contractor to BSNL within fifteen (15) days from the date of signing of agreement and / or issuance of the Work Order (wherever applicable).

33.5. For the avoidance of doubt it is acknowledged and agreed that neither Party shall have any liability to the other Party in respect of consequential, indirect or special loss or damage including but not limited to loss of profit, and loss of business, arising out of or from this Agreement.

34. DISPUTE RESOLUTION:

- (a) The Parties agree to cooperate and conduct in good faith such discussions and negotiations as may be necessary or desirable to amicably resolve any dispute which may arise between them.
- (b) If they are unable to resolve within twenty (20) working days of the relevant meeting of the Parties' senior representatives for whatever reason, then either party may refer such dispute to a sole arbitrator as appointed by BSNL. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator.

The arbitral award shall be in writing and shall be **final and binding on each Party** and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any dispute arising out of or relating to or in connection with the Agreement except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

35. COMPLIANCE WITH LAWS:-

35.1 The Contractor warrants that Services provided under the Agreement shall conform to all applicable laws, statutory rules and regulations including the surety and environmental norms as **per Government rules and regulations**.

35.2 Notwithstanding the generality of the foregoing, the Contractor shall comply with the following but not limited to the Workmen's Compensation Act, Minimum Wages Act, Employees State Insurance Act, Employees' Provident Fund Act, Apprentices Act, Contract Labour Regulations & Abolition Act, and any/all other applicable statutes and all modifications thereof, in connection with manpower engaged by the Contractor. The Contractor shall keep intact with him all necessary documents in respect of payments towards Employees Provident Fund / Employees State Insurance Fund and under all other statutes as above and shall furnish the required documents to BSNL, within the specified time, as and when required by BSNL.

36. INTERPRETATION:

In the Agreement unless the contrary intention appears:

- (i) a reference to the Agreement includes any variation or replacement of the Agreement and includes all Schedules, Annexure attached to the Agreement and any documents that have been incorporated by reference as on the date of execution of the Agreement, and any new Schedules, Annexure and exhibits that may be added to the Agreement as mutually agreed upon by the Parties;
- (ii) a reference to a statute, ordinance, code or other law included regulations and other instruments made under it an consolidations, amendments, re-enactments or replacements of any of them;
- (iii) the singular includes the plural and vice-versa, words including one gender include other genders;
- (iv) heading and marginal notes have been inserted for guidance only and do not form part of the context;
- (v) a reference to a thing (including, without limitation, any amount) is a reference to the whole or any part of that thing and a reference to a group of persons is a reference to any two or more of them collectively and to each of them individually;
- (vi) person includes a firm, a company, partnership, joint venture, association, corporation or other body corporate, a person, an unincorporated association or an authority;
- (vii) a reference to a body or authority which has ceased to exist includes the body or authority which now serves substantially the same objects as the body or authority referred to;
- (viii) If a period of time is specified to:
 - (a) start from a given day or the day of an act or event, it must be calculated including that day; or
 - (b) be after a given day or the day of an act or event, it must be calculated excluding that day; or

(c) be to or until a given day or the day of an act or event, it ends on the day before that day.

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(To be provided by User cell)

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

1. The rates quoted by the service provider for various works shall remain firm and valid during the initial period of TWO years which can be further extended for one year on the same rates, terms and conditions optionally by BSNL with consent of the service provider. BSNL shall reserve the right to extend the contract for another one year or not.
2. If the service provider at any time is not able to provide the proof of statutory obligations like PF, ESI etc., the services of service provider will be immediately terminated. Proofs of statutory obligations are to be submitted on monthly basis or as and when sought.
3. Delivery of the module shall be made by the contractor in accordance with the time schedule specified by the BSNL in this tender. In case the repair is not completed in the stipulated delivery period, penalties as stipulated here will be applicable.
4. Delay by the service provider in the performance of its delivery obligations shall render the service provider liable to be imposed with any or all of the following actions which are forfeiture of its performance security or termination of the contract for default.
5. **Penalties:**
 - 5.1 The units are to be repaired within a period of 7 (seven) days beyond which it will attract the penalty @ Rs 100/- per module per day.
 - 5.2 Penalties being charged will be capped to 12% of the total work order value for the services of the relevant monthly invoicing period.
 - 5.3 In case the penalty imposed is 12% in two consecutive invoicing periods (Quarterly) then the penalty capping for the next quarter will be 25%. Subsequently, only when the penalty imposed, if any, for any two consecutive six month period falls less than 12%, the maximum penalty capping for the next six month period will be reverted to 12%.
 - 5.4 If the total penalties reaching the capping limit consecutively for three quarters months, BSNL will have the right to terminate the contract of the concerned SSA/BA without any further notice.
6. Any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from service provide.
7. In case the performance of the bidder is not found satisfactory at any stage then the BSNL may process the case for termination of agreement with for forfeit of performance bank guarantee.
8. The time allowed to repair will count intervening Sunday and public Holidays declared by BSNL, if any except National holidays.
9. In case modules are damaged while repairing, the service provider shall pay the

- replacement cost of the equipment(s).
10. In case of complete failure of power plant, the service provider shall repair the power plant within 24 hours of report by sending experts to the site.
 11. The penalty will be imposed at the rate of Rs.2000 per day or part thereof from emergency failure beyond 24 hours of reporting. Such events will be limited to one per month per SSA.
 12. If any such penalty is levied on service provider for more than 3 occasions, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service provider, terminate this contract in whole or part.
 13. The service provider is advised to maintain proper alternative arrangement for restoration of power plant within the stipulated time period.
 14. **Provision of Repair Not Possible (RNP)**

After collection of module from site by the service provider, a maximum of 2% of the made over modules can only be declared as Repair Not Possible (RNP) without any applicability of penalties. The limit of 2% will be applicable on a yearly (12 month cycle) basis and the deductions applicable, if any, in relation to that normally on the 12th invoice/last invoice of the year. The said limit would be 5% for modules of power plants which are more than 10 years old.

15. Rs.7000/- (Rs Seven Thousand) amount will be recovered against any unit declared RNP more than the prescribed limit stipulated or not returned duly repaired satisfactorily within 30 days.
16. The service provider will have the option of providing a new unit of same specification and make as a replacement and in such cases; the proposed recovery will be exempted.
17. Such recoveries against exceeded RNP limits will not be subjected to provision of capping of penalties provided in this contract.
18. The extensive damages (physically damaged or burnt) caused due to lightning, input power surges and flood will be exempted from RNP related recoveries to the repair can be limited to on a BEST EFFORT basis. In case of any dispute in deciding the physically damaged and burnt cases, the decision of BA head will be final
19. The service provider shall have at least TWO specified contact numbers including Mobile nos. Which are responded 24x7 and email id for booking of faults/ replacement of requisition.
20. Removal of spare parts from modules declared as RNP, lightning/surge/flood is NOT permitted for repairing of other cards. But BSNL reserves right to hand over these cards to the service provider on buyback basis at a pre-determined cost to be deducted by BSNL and the service provider will have the provision of taking this option. The cost will be 20% of the repair cost of the respective module irrespective of the condition.
21. **Specification of Surge Arrester**
The surge arrester specification shall be similar to the existing and or as per IEC 62305 & 60364-5-53 for the following values of current. Protection requirement between R,Y,B & N shall be greater than or equal to In: 10KA, 8/20 μ S for each phase and between N & PE shall be greater than or equal to Ln: 20KA, 8/20 μ S. Response time of the Stage II device shall be <-25 nanoseconds.
22. In case while on duty and during the course of engagement in work premises of

- BSNL under this agreement, if any of the service provider's workforce meets with any injury/ indisposition due to accident or other natural calamities, the service provider shall ensure that immediate and adequate medical aid and subsequent facilities are provided to the person(s) concerned free of cost and without fail. In addition, the service provider shall also be liable for meeting with Statuary liabilities under ESI/PF etc or Workman's Compensation Act.
23. The service provider shall be held responsible for any damage(s)/ losses to BSNL caused due to the negligence of his work force and shall compensate to BSNL adequately against such loses which will be assessed and determined by BSNL.
 24. Any power plant not included in the tender schedule, when subsequently be included in the tender, the service provider has to take up the works as per the tender rates already accepted.
 25. The successful bidder shall use the components having specification and quality as prescribed by OEM and in case of proprietary components, the bidder will purchase from concern OEMs and if required, BSNL may ask to produce proof of purchase.
OEM shall take all the responsibility for qualitative performance for their dealers.

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.

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

3. No addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

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

Date:

Signature of Tenderer

Place:

Name of Tender

Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34.3 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any **BSNL unit as defined in the clause in the tender Enquiry, on Near relationship.**

OR

*Following are the details of near relative working with the BSNL.

S.No	Name of the Relative	Designation	Name of the Unit (Office & section of BSNL) where working

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 Proprietor / Partners/ Directors of the tenderer entity

with date and seal

6 (D) 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 this tender ,as per laws every month, insulating it with the payments from BSNL. I/We also under take to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

Signature of bidder with Seal

Name of the bidder

Station:

Date:

SECTION- 7

PROFORMAS

7(A.1) For the BID SECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o

..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the “B. G. Amount”) valid up to /..... / 20..... (Hereafter known as the “Validity date”) in favour of _____, BSNL, (Hereafter referred to as BSNL-----) for participation in the tender of work of

..... vide tender no.

Now at the request of the Bidder, We Bank.....

..... Branch having

..... (Address) and Regd. office address as

.....

.....

.....

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL----- stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL----- 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 BSNLUPE 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 “-----”.
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(A.2) BID SECURITY IN FORM OF INSURANCE SURETY BOND

FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND

(To be submitted on non-judicial stamp paper of appropriate value)

Insurance Surety Bond for Bid Security

Whereas M/s R/o
..... (Hereafter referred to as Principal) has approached us for giving a Surety of Rs./- (hereafter known as the “Surety Amount”) valid up to/...../ 20..... (hereafter known as the “Validity date”) in favour of(CGMT, UP(E) Telecom Circle Hazratganj Lucknow)(Hereafter referred to as BSNL) for participation in the tender of work of..... vide tender no.

Now at the request of the Principal, We Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, and Registered/Head Office (the “Surety”) to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety 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 Principal of any of terms or conditions contained in the said tender Agreement or by reason of the Principal’s failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the “Surety Amount”.
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Principal 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 Principal shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said Principal and accordingly discharge this Surety. Unless a demand or claim under this Surety 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 Surety thereafter.

5. We the Surety 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 tender Agreement or to extend time of performance by the said Principal 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 Principal and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Principal or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Principal 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 Surety under this Surety bond is restricted to the “Surety Amount” and it will remain in force up to its Validity date specified above.
 - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety 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 Surety Bond, the same shall be paid through Banker’s Cheque in favour of “AO (Cash) O/o CGMT, UP(E) Telecom Circle Lucknow” payable at Lucknow or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place:

Date: (Signature of the Insurance Company Officer)

Rubber stamp of the Insurance Company

Authorized Power of Attorney Number:

Name of the officer:

Designation:

Official Email ID:.....

Complete Postal address of Insurance Company:

.....

Telephone Numbers

Fax numbers

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

.....

.....

.....

.....

7(B.1) For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas -----BA R/o

.....

.....(hereafter referred to as BSNL---) has issued an APO no. Dated/...../20.... awarding the work of to M/s

.....R/o

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

Now at the request of the Bidder, We Bank

.....

.....Branch having

.....

..... (Address) and Regd. office address as

.....

.....

.....

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

- 2. We, "the Bank" do hereby undertake and assure to the BSNL----- that if in the opinion of the BSNL-----, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL----- the said sum limited to P.G. Amount or such lesser amount as BSNL----- may demand without requiring BSNL----- to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
- 3. Any such demand from the BSNL----- shall be conclusive as regards the liability of Bidder to pay to BSNL----- or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL----- regarding the claim.

4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL---- shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL----- against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL----- or any indulgence by BSNL---- to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL----- under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL----- demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) -----" payable at -----.
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.2) for Performance Guarantee Surety Bond
(To be submitted on non-judicial stamp paper of appropriate value)

To ,

Surety Bond No :
Surety Bond Issue dt :
Surety Bond Amt (INR) :
Bond Valid up to :
Bond Claim Period :

Dear Sir / Madam,

Whereas (hereafter referred to as **BSNL**) has issued an APO/AWO no. Dated awarding the work of (the “Agreement”) to M/s, R/o (hereafter referred to as “**Principal**”) and BSNL has asked Principal to submit a performance guarantee in favour of (e.g. **CGMT, UP(E) Telecom Circle Hazratganj, Lucknow**) of INR (hereafter referred to as “Bond Amount”) valid up to dd.mm.yyyy (hereafter referred to as “Validity Date”)

Now at the request of the Principal, We Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, and Registered/Head Office (the “**Surety**”) to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond 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 Surety to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal 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 Principal and BSNL regarding the claim.
4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond 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 Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forbear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal 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 Surety.
6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o CGMT UP(E) Telecom Circle Lucknow" payable at Lucknow or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed INR **(Rupees: Only).**
2. This Surety Bond shall be valid upto(Validity date)
3. Further a claim period of **3 (three) months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (Date of claim period if any).
4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place:

Date:

(Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number:

Name of the Surety officer:

Designation:

Complete Postal address of Surety:

.....
.....
.....
.....

.....
.....
Telephone Numbers
Fax numbers
Email ID (only official Email ID).....

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

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no.
..... in respect of
.....

..... (Item of work) which is due to open on
..... (date) in the Meeting Room, O/o
.....

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

.....
Signature of the Representative

..... Signature of Bidder/ Officer authorized to sign

Name of the Representative on behalf of the Bidder

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

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

2. Permission for entry to the hall where bids are opened may be refused in case authorization as

prescribed above is not received.

7(D) SUMMARY OF EXPERIENCE CERTIFICATE IN EXCEL FORMAT

S. No	Type of Work as specified under clause 4.10 of Section-1 Part A)	BSNL, MTNL, DOT, or State/Central Government departments/PSUs/Private Telecom Operators/Telecom Infra Provider Name, Place and Address	APO/PO No and Date	Details of Success full completion certificate by end user /client	Amount of Work (in Rs)	Year (Period) of completion of work	Reference Page No in Bid documents (from -to)
1							
2							
3							

Signature of the Bidder
With date and seal

7(F) CLAUSE-BY-CLAUSE COMPLIANCE & NO DEVIATION STATEMENT

Sl ·	Clauses	Clause by Clause compliance	No Deviation Statement
A	B	C	D
1	All clauses of “General Commercial Conditions “of Section-5 Part-A		
2	All clauses of Scope of Work, requirement of quantity, SOR (Section-3 Part A, B & C)		
3	All clauses of “General Instruction to Bidders” of Section-4 Part-A		
4	All clauses of “Special Instruction to Bidders” of Section-4 Part-B		
5	All clauses of “E-tendering Instruction to Bidders” of Section-4 Part-C		

- The bidder should mention ‘**FULLYCOMPLIED**’ in the column ‘C’
- and “**No Deviation**” in Column “D” ,
- If column “C” left blank and the bidder signs this page of the document will be treated as full compliance &
- If column “D” left blank and the bidder signs this page of the document will be treated as No Deviation.

Place:.....

Signature of Bidder

Along with date &Seal

7(G) Certificate to be submitted by Bidders in pursuant to Rule 144(xi) GFR 2017.

(On Company's Letter Head)

-

Reference 1: BSNL Tender Enquiry No.

Reference 2: Department of Expenditure Office Memorandums (OMs) No. F.7/10/2021-PPD(1) dated 23.02.2023 and its subsequent Clarification/Amendment if any.

I, in capacity of authorized signatory of M/s..... having Regd. office at being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause under Rule 144(xi) of the General Financial Rules (GFRs) 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I, hereby, further certify that this bidder is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfill all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by BSNL.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

7(H)-DECLARATION BY BIDDER ON COMPANY LETTER HEAD IN RESPECT OF BLACKLISTING BY GST AUTHORITIES

I,.....S/o /W/o of Shriand proprietor/Director/Partner of M/s.....do hereby affirm and declare as under:

1. That I, the sole prop./partner/Director of M/s (Supplier) has never been debarred and/or blacklisted by any GST authority and am not having any ongoing litigation or court cases pending or any other suite related to GST.
2. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the Supplier shall be terminated immediately and the Supplier shall be liable to be black listed/debarred for future works/contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.
3. In case supplier gets Blacklisted by GST authorities during the tenure of contract with BSNL, supplier indemnifies BSNL from any monetary loss caused due such blacklisting i.e Loss of input credit claim etc and ensures that such loss will be paid to BSNL by the supplier.

(Signature with Office Seal)

Date:

Location:

Witnesses:

(1) Signature-

Name.....
S/o.....
Address.....
.....

(2) Signature-

Name.....
S/o.....
Address.....

.....

7(J) NO DEBAR/ BLACKLISTED DECLARATION

I /We..... hereby declare that my/our firm has/have not been Blacklisted / debarred for taking part in tender by State Government/UT/Govt. Of India/ any PSU. I/We also declared that my/our firm is not under process of debarring by State Government/UT/Govt. Of India/ any PSU. I/We am/are aware that any suppression of facts in this regard/breach of this condition/clause would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held.

Signature of Tenderer

Name of Tenderer
Capacity in which signing

7(L) - Format for Self-Certification regarding Local Content (LC) for Telecom Product/Service or Works

Date:

Certificate to be submitted by Bidders in pursuant to Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India),

(On Company's Letter Head)

-

Reference 1: BSNL Tender Enquiry No.

Reference 2: Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India), and its subsequent Clarification/Amendment if any.

I, in capacity of authorized signatory of M/s..... having Regd. office at being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and the bidder is Class-I Local Supplier having **minimum local content of 50%** as per Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India), and its subsequent Clarification/Amendment if any.

Signature of Tenderer

Name of Tenderer

7(N) - PROFORMA OF AGREEMENT

(To be typed on non-judicial stamp paper of appropriate value) The successful tenderer shall have to execute the following agreement;

This agreement made on the _____ day of _____ 20____ between BSNL, a Company registered under the Companies Act, 1956 and having its Registered Office at 148-B, Statesman House, Barakhamba Road, New Delhi-110001, through its Office in UP (E) Telecom i.e. O/o CGMT, UPE, Lucknow Wherein after called (which expression shall unless repugnant to the context and meaning shall deem to mean and include its successors and assigns) of the one party **And**

M/s _____, a Company

registered under the Companies Act/a Partnership/Proprietorship firm

constituted having its place of business/ Registered Office at.....

Herein referred to as “Contractor” (which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm, the survivor(s) of them and the executors, administrators and successors of the surviving partners as the case may be) of the other party.

WHEREAS

BSNL is inter-alia engaged in the business of providing cellular mobile telephone services in the service area all over the country (except jurisdiction of BSNL) as provided in the license issued to it by the Department of Telecommunications, Govt. of India.

For the **ARC of SMPC Power Plants in various BAs of UP(East)Telecom Circle** requires specialized services of agencies, which can carry out the above functions. The Contractor has represented to BSNL that it has the requisite skills, knowledge, experience, expertise, infrastructure and capability to act as a Contractor and that it has trained and experienced persons have requisite skills, knowledge to perform the functions in accordance with the terms of this agreement. After evaluation of the agency on the basis of their presentation and negotiation further and the financial bid submitted by them under sealed tender and further negotiations. BSNL has agreed to accept the offer of the Contractor on the terms and conditions contained in this agreement.

The parties here to agreed to record the terms and conditions as follows:

1. APPOINTMENT AND SCOPE OF WORK:

Whereas the contractor has made the offer to duly perform the work under this contract of the **ARC of SMPC Power Plants in various BAs of UP(East)Telecom Circle** works under jurisdiction of PGM/GM (BAs).After making himself aware and understanding fully the implications of the terms and conditions and specifications in the contract and related documents. The NIT, Tender document, Letter of Intent & any subsequent direction (against _____ tender inquiry Number___) given by BSNL to Contractor shall form integral part of this agreement.

BSNL has agreed to appoint the Contractor on contract basis. Contractor has agreed to act as such on the terms and conditions as specified in this Agreement. BSNL shall from time to time issue guidelines as to the manner in which the Contractor's duties and obligations under the Agreement shall be performed and the Contractor shall ensure strict compliance of the guidelines.

BSNL at its own discretion may carry out the certain percentage of work by them.

2. PERIOD:

The Agreement shall be valid for a period of 24 months from the date mentioned hereinabove, unless otherwise terminated by BSNL as provided under this Agreement. Further extension for One year on performance shall be at the sole discretion of BSNL and on the terms and conditions to be decided by BSNL. The decision of BSNL in this regard shall be final & binding.

3. FEES AND CHARGES:

I) Fees and charges for the services/works rendered are prescribed in annexure to this agreement.

II) All the payments to the Contractor shall be made after making statutory deductions, if any under the relevant laws. BSNL shall also have the right to set off, deduct and recover from the fees and charges and/or from any other sum payable to the Contractor, any and all amounts which may be or become payable by the Contractor to BSNL.

4. AGENCY'S REPRESENTATIONS AND WARRANTIES BY AGENCY:

The Contractor hereby represents warrants and confirms that:-

It has full capacity, power and authority to enter into this Agreement and during the continuance of this agreement, will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein. It has already taken and will and continue to take all necessary and further actions (including but without limitations the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this Agreement.

It has the necessary skill, knowledge, experience, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this Agreement and to the satisfaction of BSNL.

The execution of this Agreement and providing services by the Contractor to BSNL, does not and will not violate, breach and contravene any condition of any agreement entered with any third party/ies.

Has complied with and obtained necessary permissions/ licenses/ authorizations under the Central, State and Local authorities and obtained all required permissions/ licenses for carrying out its obligation under this Agreement.

5. CONTRACTOR'S COVENENTS:

That the Contractor shall carry out its obligations and functions under this Agreement strictly in accordance with all the guidelines, instructions, manuals and procedures etc. (hereinafter referred to as guidelines) prescribed by BSNL in connection with this Agreement from time to time.

The Contractor shall immediately notify BSNL in writing of any event which may result in or which may give reason to believe that may cause work stoppage, slowdown, labour dispute, strike, any labour disruption or any other impediments or disruptions in the due performance of obligation of the Contractor under this Agreement. The Contractor shall forthwith submit the report of the events resulting in stoppage of work to BSNL. The Contractor agrees that notwithstanding anything contained in this Agreement in the event of any of the eventualities mentioned herein above BSNL shall have a right to terminate this Agreement by giving seven days notice to the Contractor.

The Contractor shall not at any time use or attempt to use BSNL's name or logo for any purpose including for the purpose of this Agreement unless specifically authorized by BSNL in writing.

The Contractor shall ensure that its employees/ personnel shall at all times conduct themselves within the parameters of laws and shall not commit, abet or permit the commission of any illegal act while working in the course of this Agreement. In the event of any illegal act being committed or abetted, the Contractor shall be liable for all consequences thereof and BSNL shall not be liable either directly or indirectly.

The Contractor shall obtain all the requisite License/ permission/ authorizations from state/ central Government agencies on labour contract & shall abide by insurance rules in this regard under all the applicable laws and keep the same valid by renewing from time to time as required under the various Acts/ Laws.

The Contractor shall maintain all the registers and records required to be maintained under the various Labour Enactments and Rules framed there under.

The Contractor shall ensure that no personnel employed by the Contractor commits any misconduct or acts in contravention of any of the provisions of this Agreement or instructions issued by BSNL from time to time or commits any fraud or is involved in any criminal or civil case. If any personnel commits any misconduct or is involved in criminal case or is guilty of acting in contravention of any provisions of this Agreement or any law, the Contractor agrees to indemnify and keep BSNL indemnified from the consequences of any such act of the personnel as a result which BSNL has suffered or is likely to suffer any loss.

The personnel employed by the Contractor shall not have any claim whatsoever on BSNL and shall not raise any Industrial dispute, either directly or indirectly, with or against BSNL, in respect of any of the service condition or otherwise.

It is further expressly clarified and agreed that in case of death or bodily injury to any such personnel appointed by the Contractor in some courses of carrying out of the services of this Agreement, BSNL shall not be liable or bound to pay any monetary compensation or otherwise be responsible in any way, whatsoever.

That the Contractor shall immediately notify BSNL in writing if any of its employee or any other person engaged by the Contractor has committed any breach of any of the employment agreement or has committed any act amounting to moral turpitude or has been arrested by the police or removed from the employment of the Contractor or committed any act which in the opinion of the Contractor affects the integrity of the person. BSNL shall have the right to call upon the Contractor to replace any employee/ agent of the Contractor who In the sole opinion of BSNL is jeopardizing the interest of BSNL and the Contractor shall forthwith comply with the demand of BSNL.

That the Contractor shall procure from its employees for the time being and from such other staff as BSNL may require, an undertaking not to disclose to any third party any confidential information or knowledge concerning the business of BSNL and take such steps at the Contractor's own expense as BSNL may direct in order to enforce or retain any breach of the terms of any such undertaking.

That the Contractor specifically conveys that the Contractor and / or any of its employees of any other person employed by the Contractor for the purpose of this agreement shall not use any illegal or unlawful means in performing its obligations under this agreement. For any illegal or unlawful means employed by the Contractor and / or any of its employees or any other person the Contractor shall alone be responsible and agree to indemnify and keep indemnified BSNL Cellone at all times against any suits, claim, demands, petitions, actions, proceedings etc filed/initiated against BSNL Cellone by any person for reason whatsoever and against any loss, damage, claims, costs, charges, expenses.

The Contractor and its personnel shall not claim any lien on the amount collected by the Contractor even if any amount is due and payable by BSNL to the Contractor.

The Contractor undertakes to execute such other documents as may be required by BSNL.

6. CONFIDENTIALITY AND NON-DISCLOSURE:

All details, documents, data, applications, software, systems, papers, statements, business/customer information and BSNL's practices and trade secrets (herein after referred to as "Confidential Information") which may be communicated to the Contractor and/or its employees shall be treated as absolutely confidential and the Contractor irrevocably agrees and undertakes and ensures that the Contractor and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in the part of any person without the prior written permission of BSNL not shall use or allow to be used any information than as may be necessary for the due performance of the Contractor's obligation here under. The Contractor hereby specifically agrees to indemnify and keep BSNL indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking by the Contractor and/ or its employees and shall immediately, reimburse and pay to BSNL on demand all damages, theft, loss, cost, expenses or any changes that BSNL may suffer, incur or pay in connection therewith.

Take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and/ or alteration.

Not to misuse or permit misuse directly or indirectly, commercially exploit the confidential information for economic or other benefit.

Not to make or retain any copies or record of any confidential information submitted by BSNL other than as may be required for the performance of the Contractor's obligation under this agreement.

Notify BSNL promptly of any unauthorized or improper use or disclosure of the information.

Return all the information, which is in the custody of the Contractor at the end of the specific assignment.

The Contractor hereby unconditionally agrees and undertakes that it shall not and that its personnel shall not disclose or publish the terms and conditions of this agreement or disclose the information submitted by BSNL under this agreement to any third party unless such disclosure is required by law.

7. INDEMNITY:

The Contractor hereby agrees and covenants to indemnify and keep indemnified BSNL against:-

- i) All loss, misappropriations, misuse or damage of or to the documents of any other security instruments which are in possession of the Contractor or its personnel or within the control of the Contractor or its personnel.
- ii) Any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against BSNL and/ or any customer directly or indirectly by reason of.

On behalf of BSNL for _____

The parties to this agreement have set their hands on the day mentioned herein above.

SIGNED AND DELIVERED by the within named party i.e. BSNL under the hands of

Shri _____

SIGNED AND DELIVERED by the within named party

i.e. (Name of Company) _____

Shri _____

Note:

1. At OA Headquarter the officer(s) will co-ordinate for the purpose of execution of the work. The Name & designation of the officers for co- ordination will be intimated subsequently.

SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1 Name of the Individual/
Firm:.....

2 Present Correspondence
Address:.....
.....
.....

Telephone No. Mobile No.

FAX No.

3. Address of place of Works/ Manufacture
.....
.....

Telephone No. Mobile No.

4 State the Type of Firm: Sole proprietor-ship/partnership firm /

(Tick the correct choice) Private limited company/Joint Venture.

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. N.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

.....
.....

7. Permanent Account No. :

8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address :

.....
.....

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

GSTN 1.....

GSTN 2.....

GSTN 3..... and so on.

B) Questionnaire :

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

1.1 If Yes, Give details:

.....
.....

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

2.1 If Yes, Give details:

.....
.....

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

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

4. Suggestion for improvement of the tender document.

.....
.....
.....

Place.....

Date

Signature of contractor

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From,

.....
<complete address of the purchaser>
.....
.....

.....
<complete address of the Bidder>
.....
.....

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **150 (One Hundred Fifty)** days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% or more (as the case may be) as per clause 7 Section-5 Part A of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20.....
Signature

Witness: Name

Signature..... In the capacity of

Name Duly authorized to sign the bid for and on

.....

Address behalf of

.....

Intentionally Blank

SECTION-9 Part-B
Financial Bid
Schedule for Quoting the Rates

Tender Inviting Authority : DGM(NWP-CFA), BSNL, Office of the CGMT, U.P.(East) Telecom Circle, 3rd Floor, Door Sanchar Sadan, Laplace, Shahnajaf Road, Lucknow-226001.

Name of Work : Tender for Annual Repairing Contract of SMPS Power Plant of various make and capacity installed in Business Areas/Operational areas of UP(East) Telecom Circle as defined in Scope of work.

TENDER NO: MM/UPE/Tender/ARC of Power Plant/2024-25/02

DATED 20.12.2024

Bidder's Name:

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

Note for bidder :

1. Evaluation of the tender will be on individual package basis estimated quantities as per price offered in the financial bid. Any bidder may bid in one or more packages, however tender award will be restricted to **One Packages only** as per clause 4 of Section 4 Part B.
2. Bidder must mandatorily quote GST as admissible.
3. The bidder who submits the offer with concessional GST shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/services.
4. In case, dealer is registered under composition scheme or any rule/ notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in col 09 to 10 & 12.
5. Bidder must mandatorily mention HSN & SAC numbers.
6. Tenderer should quote the rates keeping in view that quoted rates are inclusive of all charges and levies but exclusive of Goods and Service tax (GST). GST will be paid extra, as applicable

Declaration by bidder :

1. "We hereby declares that in quoting the above price, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f 1 July 2017 and further extended on more items till date."
2. "We hereby certify that HSN/ SAC shown in column 7 are correct & credit of GST for the amount shown in column 12 above are admissible as per GST Laws."

SL. No	Item Description	Business Area Covered	Estimated Work Quantity	Unit	Total Estimated cost for Package excluding GST (In Rs.)	HSN/SAC	Basic Unit Price of package excluding GST In Figures To be entered by the Bidder (in Rs.)	GST (IGST or CGST + SGST) Rate(as % of Basic)	GST Amount in Rs.	All Inclusive Unit Cost in Rs.	Amount of ITC to be available by BSNL in Rs.	Unit Price of package excluding ITC Amount (net unit cost to BSNL) in Rs.	Total price of package inclusive of all levies & charges but excluding ITC (net total cost) in Rs.	TOTAL AMOUNT with Taxes (in Rs.)
1	2	3	4	5	6	7	8	9	10=9x8	11=8+10	12=10	13=11-12	14=4x13	15=4x11
Name of Work	Tender for Annual Repairing Contract of SMPS Power Plant of various make and capacity installed in Business Areas/Operational areas of UP(East) Telecom Circle													
1.1	Package-I	Zone-I (Gorakhpur and Ayodhya BAs)	1	AU	17214018									
1.2	Package-II	Zone-II (Lucknow including CM and Sitapur BAs)	1	AU	13078060									

Seal & Signature of Bidder