

सहायक महाप्रबंधक (एमएम& आईटी)  
का. मुख्य महाप्रबंधक दूरसंचार, आं. प्र. दूरसंचार पररमंडल,  
तीसरा तल, बी.एस.एन.एल भवन, वजयवाडा  
Assistant General Manager (Tenders)O/o  
Chief General Manager Telecom, 3<sup>rd</sup> Floor,  
BSNL Bhavan, Vijayawada – 520004  
Ph no: 0866-2444367



**भारत संचार निगम लिमिटेड**  
( भारत सरकार का उद्यम )  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**NIT No. APCO-23/11(13)/18/2024-MM IT CFA/16**

**DATED 09/05/2024**

**To  
The Prospective Bidders**

**BID DOCUMENT**

**E-Tender document for Annual Repair Contract (ARC) for repair of Power Plant (PP) control cards & Power Plant Modules of all makes and models in Krishna BA for the year 2024-25**

**Part A-QUALIFYING BID**

<p><b><i>Particulars of Payment of Price of Tender Document:</i></b></p> <p><b>Demand Draft no/ Transaction Id/ Receipt no</b></p> <p>----- dated -----</p>
<p><b><i>Particulars of EMD:</i></b></p> <p><b>Demand Draft no/ Transaction Id/ Receipt no/EMDBGNo.</b></p> <p><b>BID DOCUMENT</b></p>

**Date of Tender Opening: 25/05/2024**

**Validity of bids: 180 days**

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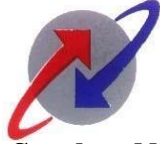
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## SECTION-I



**Bharat Sanchar Nigam Limited**  
(A Govt. of India Enterprise)  
O/o CGMT, BSNL BHAVAN, VIJAYAWADA-520004  
Tel No- 0866-2444367

### Notice Inviting Tender

**NIT No APCO-23/11(13)/18/2024-MM IT CFA/16 DATED 09/05/2024**

Digitally sealed online tenders [E-tenders (Digitally Signed)], on rupee payment basis are invited by AGM(Tenders), O/o CGMT, CO VJ in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid ] for and on behalf of CGMT, AP, BSNL from the experienced contractors, for the following works:

#### **Name of the works:**

**Annual Repair Contract (ARC) for repair of Power Plant control cards & Power Plant Modules of all makes and models in Krishna BA for the year 2024-25**

1. **Scope and Jurisdiction of Work:** The scope and particulars of work put to tender are given in the Table below:

*Note-1:* BSNL reserves the liberty to cancel the repair works, change the location depending upon the condition at the time of issuing work order.

*Note-2:* The quantities stipulated in the tender are estimated and the BSNL reserves the right to vary the value of works to the extent of -25% to + 25% of contract value during contract period at the same rates and terms & conditions with prior approval of the tender approving authority. However, **in exceptional circumstances only**, due to change in scope of work or otherwise, any variation in the value of work may be permitted up to 50% of contract value with prior approval of the next higher authority after recording adequate reasons and justification for the same.

*Note-3:* Bidders who have been rescinded /debarred by Tendering authority/Higher BSNL Unit as the case may be including for reasons for failing to sign necessary agreement with the concerned Tendering authority in stipulated time on earlier occasions, will not be eligible to participate in the tender for the same work.

*Note-4:* For participating in e-Tendering process bidder shall access e-Bid document uploaded on the e tender portal and pay requisite tender processing fee as defined for the tender.

*Note-5:* Each bidder can participate for any number of sections.

*Note-6:* Any provisional clause included in the quotation as per instance "subject to market fluctuations "etc., which might affect the price of the article will result in the tender being rejected.

*Note-7:* The faulty Power Plant (PP) Modules should be repaired by the tenderer at working spot/place only and he will not be allowed to take it outside for repair under any Circumstances.

*Note-8:* If any PP Module is not included in the tender schedule, subsequently the same may be included as in tender condition, the tenderer has to take up the works as per the tender rates already accepted.

Section No.	Type of the Work	No of Modules	Estimated Cost per meter (in Rs.) (W/O GST)	Estimated cost of works (in Rs) (inclusive of GST)	Time Period	Bid Security/ EMD (in Rs) @2%	Bid Document fee (in Rs)	
1	ARC for repair of 25A & 50A Power Plant Modules of all makes and models in Krishna BA for the FY 2024-25							
1a	ARC for repair of 25A Power Plant Modules of all makes and models in Krishna BA	502	3500	20,73,260/-	48 Hrs	42,200/-	1,180/-	
1b	ARC for repair of 50A Power Plant Modules of all makes and models in Krishna BA	8	3500	33,040/-	48 Hrs			
Section 1 Total				21,06,300/-				
2	ARC for repair of 100A & 200A Power Plant Modules of all makes and models in Krishna BA for the FY 2024-25							
2a	ARC for repair of 100A Power Plant Modules of all makes and models in Krishna BA	56	6700	4,42,736/-	48 Hrs	15,100/-		
2b	ARC for repair of 200A Power Plant Modules of all makes and models in Krishna BA	39	6700	3,08,334/-	48 Hrs			
Section 2 Total				7,51,070/-				
3	ARC for repair of Power Plant Control cards of all makes and models in Krishna BA	211	10000	24,89,800/-	48 Hrs	49,800/-		
Grand Total				53,47,170/-				

2. **Eligibility Criteria:** For participating in the tender, the tenderer should meet the following eligibility criteria:

(i) The tenderer who possess a minimum of **Three years'** experience of having successfully completed the Power Plant Modules repair works in BSNL/MTNL/TCIL/ ITI/Hindustan Cables Limited (HCL)/ PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking/ any other TSP/ISP's having mandate to carry out Power Plant Modules repair works or the PSUs directly themselves and who also have received the payment for such completed works to the extent as mentioned below, are eligible to participate in the tender:

a) For an amount equal to at least 30% of estimated cost of work put to tender during each of the last 3 financial years plus the subsequent period ending the month preceding the one in which NIT is issued.

Note1: As the Power Plant modules are of different make and model, the Experience in repair of any make will be considered.

Note2: In case of manufacturers a certificate of their experience in supply and installation of the same may be submitted

(ii) The tenderer whose near relative(s) is/are employed in BSNL, is not eligible to participate in the tender, as per limitations mentioned in Annexure-A.

(iii) Contractor should have the valid EPF registration certificate on the date of issue of NIT.

(iv) Contractor should have the valid ESI registration certificate.

(v) Contractor should have the valid GSTIN registration certificate.

(vi) The bidder should have Valid PAN No.

(vii) A self- declaration along with the evidence that the bidder is not blacklisted by any Central/ State Government/ agency of Central/ State Government of India / Public Sector Undertaking/any Regulatory Authorities in India/BSNL/MTNL/TCIL/ITI/RITES/HCL/PGCIL/RailTel/GST/any other TSP/ISP for any kind of fraudulent activities.

(viii) In case of multiple GST numbers, all the numbers to be provided as Annexure

(ix) In the case of MSE (Micro and small enterprises) units the bidder should declare UAM number (Udyog Aadhar Memorandum) on CPPP portal. The bidders who fail to submit UAM number shall not be able to avail the benefits (exemption from tender fee and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM number on CPPP portal is to be uploaded online.

**Note 1:** The experience of having successful completion of Power Plant Modules repair works is to be reckoned in terms of payment received for such works during the above said periods.

**Note 2:** The Experience should be of Power Plant Modules repair works only and does not include any other works.

**Note 3:** The experience certificate for carrying out the works and amounts received should be in the prescribed pro-forma and the certificate should be under the signature of officer responsible for maintaining the contractor's ledger e.g. Asst.GM/AO (Cash)/DDO or equivalent officer of the concerned PSU i.e. BSNL/ MTNL/ TCIL/ ITI/ Rites/ HCL/ PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking/TSP/ISP as the case may be. **In case of any other TSP/ISP the date of Experience certificate should not be older than 3 months from the date of this NIT.**

**Note 4:** In case, supplier gets black-listed during the tenure of BSNL contract, then BSNL has the right to recover the Input Credit Loss suffered by it due to any default by the vendor.

**Note 5:** Of late, big Govt. contracts are being carried out by the Public Sector Undertakings mentioned herein through a chain of contractors. In such case, the experience certificate, if issued, in favor of a contractor, in the chain, by such PSUs in the prescribed format shall be acceptable.

3. **Period of contract:** The period of this contract will be **one year** from the date of agreement.

However, the BSNL reserves the right to extend the contract further, in terms of six months or less, up to one year on the same rates, terms & conditions, which shall be binding on the contractor.

4. Date of sale of tender document, Last date of submission of bid, Date of opening of Bids:

Availability of tender Document Online on e-tendering portal	Deadline for Submission of		Date & Time of opening of Physical Envelope	Date of Opening of Bids Online	
	e- Bids Online on e-tendering E tender portal	Physical Envelope to BSNL (office name)		Qualifying Bid	Financial Bid
FROM 09/05/2024 To 24/05/2024 Up to 14:00 hrs	Up to 14:00 hrs of 24/05/2024	Up to 14:00 hrs of 25/05/2024	At 15:00 hrs on 25/05/2024	At 15:00 hrs on 25/05/2024	To be notified later

**Note: The Price of bid document along with GST shall not be refundable.**

5. If the date of opening of the bids happens to be holiday, the tenders will be opened on the next working day at the same time and the same venue.

6. The tender is invited through **e-tendering process** through the e-tender portal (<https://etenders.gov.in/eprocare/app>). Kindly refer Section-VI of Tender document for further instructions on e-tendering. Prospective bidders should get their registration done well in time on the e-tender portal and obtain the Digital Signature Certificate (DSC) from authorized CA, which is essential for participating in the tendering process. This link can also be visited using our website i.e. <http://tender.bsnl.co.in>, (by clicking the link for e-tendering the home page).

7. Tender will not be accepted/received on the e-tendering portal after due date and time. The officer in charge BSNL reserves the right to reject any or all tenders without assigning any reason whatsoever.

8. As the tender is invited through e-tendering process, physical copy of the tender document would not be available for sale. The bidder needs to download the tender document using the link as mentioned above.

9. All the documents in Qualifying Bid –Part-A and Financial bid-Part B are to be uploaded in the respective electronic envelopes/parts on e-tender portal including proof of deposit of cost towards e-payment (RTGS/NEFT)/DD/Banker's Cheque/ towards cost of tender and e-payment (RTGS/NEFT)/DD/Banker's Cheque /BG towards EMD.

**10. Last date and time of submission of tender document:**

Date & Time of submission of Tender bids online as per clause 4. **Envelope containing offline documents: EMD, Price of Bid & Power of Attorney** should be submitted by the bidder to the office address: AGM(Tenders), BSNL, R NO:311, BSNL Bhavan, Chuttugunta, Vijayawada-520004 as per **Section-VI, clause 5**, failing which the tender bid if already opened on basis of scanned copies uploaded in Technical envelope will be rejected.

11. The units registered under single point registration scheme of NSIC /MSE units for maintenance services in telecom industry are exempted from depositing the price of tender document and from payment of earnest money deposit (EMD). Such bidder shall have to upload the document in proof of registration of valid NSIC/MSE for carrying out Repair of cards work along with bid document.

12. The successful bidder including NSIC/MSE bidder shall submit Performance Bank Guarantee (PBG) & material security (BG) as per Section-V of clause 5 as per letter of intent.

- The Bid Security/EMD & Performance Security shall be paid in the form of Bank Guarantee/ DD from any nationalized/scheduled bank of the Reserve Bank of India, drawn in favour of **AO (CASH) , O/o CGMT , BSNL , Vijayawada.**
- The Cost of Bid Document should be paid in the form of demand draft/Banker Cheque or paid through online payment mode vide details:

**Customer Name: ACCOUNTS OFFICER (CASH), SBI Account number: 39219700053**  
**IFS code: SBIN0003723**

Address of the Bank: **STATE BANK OF INDIA, MACHAVARAM BRANCH, Vijayawada.**

13. If a vendor registered with body specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work /contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.

S. No	Name of the Person	Designation	Mobile/contact No	Mail ID
1	A V L Prasad	AGM Tenders, CO VJ	0866-2444367	agmtendersbsnlcovj@gmail.com
2	S V P Kamalakar	AGM(MIS/IT), Krishna BA	0866-2444858,	agmmisvj@gmail.com
3	P Rajesh	SDE(MIS/IT), Krishna BA	0866-2444028, 9440974333	rajeshpolaki@bsnl.co.in

Asst General Manager(Tenders)  
O/o CGMT, BSNL, Vijayawada  
0866-2444367

**E-mail id:agmtendersbsnlcovj@gmail.com**

----- END OF SECTION-I -----

**SECTION II BID FORM**

**NIT No: APCO-23/11(13)/18/2024-MM IT CFA/16 DATED 09/05/2024**

To  
The CGMT,  
BSNL, Vijayawada.

Dear Sir,

Having examined the terms & conditions of bid document and the specifications including Addendum/Corrigendum (if any), the receipt of which is hereby duly acknowledged, we, the undersigned, hereby submit our offer to execute the works of **Annual Repair Contract (ARC) for repair of Power Plant control cards & Power Plant Modules of all makes and models in Krishna BA for the year 2024-25** stipulated against this NIT in conformity with said drawings, terms & conditions of contract and specifications.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Qualifying Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is in full compliance of the requirements of e-tendering.

Dated this ..... day of.....(the year)

Signature of Authorized Signatory

.....

In capacity of .....

.....Duly authorized to sign the bid for and on behalf of

.....  
Witness .....

Address .....

Signature .....

**----- END OF SECTION-II-----**



**SECTION III  
TENDERER'S  
PROFILE**

**General:**

Paste Color Passport size photograph of the tenderer / authorized signatory holding power of Attorney and having Digital Signature Certificate. Photograph should be self-attested
--

1. Name of the tenderer / firm \_\_\_\_\_
2. Name of the person submitting the tender whose photograph is affixed and who possesses the Digital Signature Certificate (DSC).  
  
(a) Shri/Smt \_\_\_\_\_  
  
(b) DSC Issuing Agency.....

**(In case of Proprietary / Partnership firms/Company, the tender has to be digitally signed by Proprietor /Partner(s)/authorized signatory only, as the case may be)**

3. Address of the firm  
  
.....  
  
.....

4. Correspondence Address  
  
.....  
  
.....

- .....
5. Tel.no. (with STD code) (O).....  
  
(Fax).....(R).....

6. Mobile No: \_\_\_\_\_ email-id: \_\_\_\_\_  
(Note: These contact details shall be used to communicate with the tenderer / contractor and any communication sent there on shall be taken as proper communications under this contract)

- 7.Registration & incorporation particulars of the firm(Tick as applicable): (i)Proprietorship  
  
(ii) Partnership (iii) LLP (iv) Private Limited (v) Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)

8. Name of Proprietor/ Partners/ Directors  
  
.....  
  
.....

9. Tenderer's Bank Details:

- a. Name of Bank.....
- b. Name of Branch.....City.....
- c. Branch Code.....
- d. IFSC Code.....

10. Permanent Income Tax Account Number (PAN), .....  
Income Tax circle.....

11. EPF registration number. ....

12. ESI registration number.....

13. Goods and Service Tax (GSTIN) registration No.....

14. Whether Micro or Small Enterprises (MSEs)? (Yes/No):.....

If Yes, the purpose of Business for which registered.

Validity: from..... to.....

Monetary Limit.....

Type of Work .....

15. Infrastructural capabilities of the bidder:

**I. Tools and Machinery infrastructure**

.....

**II. Man power**

Place: Signature of tenderer / Authorized signatory.....

Date: Name of the tenderer.....

Seal of the tenderer

----- **END OF SECTION-III** -----

## SECTION IV -INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION:

#### 1. DEFINITIONS

- a. President of India:** The President of India means the President of India and his successors.  
**b. Government of India:** The Government or Government of India shall mean the President of India.  
**c. The BSNL** means Bharat Sanchar Nigam Limited, the company with Chairman & Managing Director and Board of Directors, with Head Quarter at New Delhi.

All references of Department

Chief General Manager

Principal General Manager

Sr. General Manager/ General Manager

Addl. General Manager/ Joint General Manager

Deputy General Manager / Deputy General Manager (Projects) Divisional Engineer / Divisional Engineer (Projects)

Sub Divisional Engineer Junior Telecom Officer Chief Accounts Officer Accounts Officer

Junior Accounts Officer

Including other officers in the BSNL, whatever designations assigned to them from time to time, whom may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL, an enterprise, under the Ministry of Communications and Information Technology, Government of India.

**d.** The jurisdiction of GM/Addl.GM/ DGM/DET shall mean the territorial area under their control for the purpose of administration and management of the projects and other associated functions.

**e.** Representative of GM/Addl.GM/ DGM / DET means Officer and staff under their control for the time being deputed for supervising the work or testing etc.

**f.** Engineer – in – charge: The Engineer – in – charge means the Engineering Officer nominated by the GM/Addl.GM/ DGM to supervise the work, under the contract. (Minimum Divisional Engineer level officer to be nominated while approving the work order).

**g.** Site Engineer: Site Engineer shall mean JTO/SDE of the BSNL who may be placed by the work order issuing authority for supervising the work.

**h.** A/T Unit: A/T unit shall mean Acceptance and Testing unit of the BSNL.

**i.** A/T Officer: An officer authorized by BSNL to conduct A/T.

**j.** The words bidder and tenderer have been used interchangeably.

**k.** Contract: The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

**l. Contractor:** The contractor shall mean the individual, firm or company, approved to undertake the works and shall include the legal personal representative of such individual or the persons composing each firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

**m.** Work: The expression “works” shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

- n.** Schedule(s): Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- o.** Site: The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- p.** Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.
- q.** Extension of Time: Extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time. The EOT may be with/without Liquidated damages as may be decided by the competent authority.
- r.** Date of Commencement of work: Date of commencement of work means the date of actual commencement of work or 7<sup>th</sup> day from the date of issue of work order, whichever is earlier.
- s.** Due date of completion: Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- t.** Duration of completion of work: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- u.** Excepted risk: Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.
- v.** Extra work: as used herein any work or compliance with any requirements, other than a change, which is not expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

## **2. ELIGIBILITY OF BIDDERS:-**

(i) The invitation of bids is open to all bidders as per the eligibility mentioned in NIT of this tender document.

(ii) The experience certificate for carrying out the works and amounts received should be in the prescribed pro-forma and the certificate should be under the signature of officer responsible for maintaining the contractor's ledger e.g. DE/AGM/AO (Cash)/DDO/SE/Dy. STE/ Sr. Manager or equivalent officer of the concerned PSU i.e. BSNL/ MTNL/ TCIL/ ITI/ Rites/ HCL/ PGCIL/ Rail Tel/ any other Govt. (Central/ State) undertaking/any other TSP/ISP, as the case may be. In case of any other TSP/ISP the date of Experience certificate should not be older than 3 months from the date of this NIT.

**B.** Of late big Govt. contracts are being carried out by the Public Sector Undertakings mentioned herein through a chain of contractors. In such case, the experience certificate, if issued, in favor of a contractor, in the chain, by such PSUs in the prescribed format shall be acceptable.

## **3. BID DOCUMENT:**

Bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Document include:

### **Part-A (Qualifying Bid):**

Notice Inviting Tender  
Bid form  
Tenderer's Profile  
Instruction to Bidders  
General (commercial) conditions of the contract  
E-tendering Instructions to Bidders  
Special Conditions of Contract  
Important Instructions  
Scope of Work and jurisdiction of the contract  
Material Security Bond Form  
Bid Security/EMD  
PBG Format  
Proforma of Agreement  
Standard Schedule of Rates for carrying out the Repair of module /Control cards issued by BSNL for the area of work.  
Specification Manual (Section-XIII)  
Annexure-A Pro-forma of No Near Relative Certificate.  
Annexure-B Pro-forma of Experience Certificate.  
Annexure-C Declaration about Genuineness of Documents/Certificates  
Schedule of quantities stipulated under this tender and rates (Section XIX)

### **Part-B (Financial Bid)**

Schedule for Quoting the Rates.(Section-XX)

3.2 The Bidder is expected to examine all instructions, forms, terms & conditions and the specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

#### **4. QUERIES ON BID DOCUMENT:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify the tender issuing authority in writing at the e-mail id indicated in the NIT for Bids. It may be appreciated that such communications is preferably done through e-mail only as any other mode of communications may result in delay for which BSNL shall not be responsible. The tender issuing authority shall respond in writing, to the same e-mail id, to any request for clarification of the Bid Documents, **which it receives within 4 days of publication of tender document.** Copies of such queries (without identifying the source) and the clarifications, if any, by the tender issuing authority shall be placed on e-tendering website in form of Addendum/Corrigendum and all such clarifications issued by the tender issuing authority will form part of the bid document.

#### **5. AMENDMENT OF BID DOCUMENT:**

At any time, prior to the date for submission of bids, the tender issuing authority may, for any reason whether suo moto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments. **Queries/clarifications sought up to four days prior to date of bid submission** shall be entertained. Any query/clarification sought less than fourteen days prior to bid opening date shall not be considered for reply/clarification. The amendments shall be notified in writing to such prospective bidders who seek clarifications on their mail id, besides uploading the same on e-tendering e tender portal. In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the tender issuing authority may, at its discretion, extend the deadline for the submission/ opening of bids suitably. All the amendments/ corrigendum /addenda/ extension of

Date (s) shall be published only on e-tendering website i.e. <https://etenders.gov.in/eprocure/app>. Therefore, the prospective bidders are advised to visit the website regularly.

### C. PREPARATION OF BIDS

#### 6. Cost of Bidding:

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

#### 7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

The bidder shall submit the following documents online on the e-tender portal (along with the Qualifying Bid) for establishing the bidder's eligibility which are mandatory:

<b>List of Documents in the 'Technical Bid Folder' to be uploaded on e-tendering portal</b>
1. Scanned copy of the duly filled and signed Bid Form, Section-II of the tender document.
2. Scanned copy of the duly filled and signed Tenderer's Profile, Section-III of the tender document.
3. Scanned Copy of receipt / Demand Draft /Bankers Cheque/BG proof for on line payment of requisite value towards the price of tender document as per NIT.
4. Scanned Copy of receipt / Demand Draft / Bankers Cheque/BG proof for on line payment of requisite value for the Bid Security/EMD as per NIT.
5. Scanned copy of PAN card
6. Scanned copy of the valid EPF Registration Certificate.
7. Scanned copy of the valid ESI Registration Certificate.
8. Scanned copy of the valid GSTIN Registration Certificate.
9. Scanned copy of Solvency certificate from the banker of the tenderer: <i>For works costing up to Rs. 20 lakhs-solvency certificate should be of Rs. 5 lakhs; For works costing more than 20 lakhs-solvency certificate should be of Rs. 10 lakhs. <b>The solvency certificate shall not be older than 12 months from the date of issue of NIT.(or) last three years audited financial statements duly certified by CA should be submitted and last three financial years cumulative turnover must be greater than equal to Total estimated cost of Tender.</b></i>
10. Scanned copy of the Experience Certificate(s) as per NIT in the prescribed proforma(Annexure-B).
11. Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship: <ul style="list-style-type: none"> <li>➤ The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.</li> <li>➤ Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.</li> <li>➤ Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.</li> </ul>

12. Scanned copy of Registered Power of Attorney (duly registered with sub registrar)/Resolution of Board of Directors, authorizing individual(s)including the person with whose DSC the tender is submitted on e-tendering portal (if and as applicable).
13. Signed tender document on each and every page without any alternation/ digitally uploaded in PDF format with digital signature of the authorized signatory on the document without anyalternation
14. Scanned copy of No Near relative certificate(s) in the prescribed pro-forma as perAnnexure-A.
15. Scanned copy of duly completed Declaration about Genuineness of Documents/Certificates as per Annexure-C.
16. Scanned copy of MSE certificate in case bidder is an MSE bidder
17. A self- declaration along with the evidence that the bidder is not black listed by GST/BSNL authorities and MTNL/TCIL/ITI/RITES/HCL/PGCIL/RailTel/ any other Govt(Central/State) undertaking/ any other TSP/ISP as the case may be
18. Scanned Copy of Income Tax Returns for Last 3 Years(2020-2021, 2021-2022, 2022-2023)

**Note:**

- a.) The successful tenderer has to submit the attested copy of the Labour License, if applicable (to be ascertained by him), within one month of signing the agreement which should remain valid through the entire period of the agreement. No work Order(s) shall be issued to the successful tenderer till he submits the attested copy of the Labour License or an affidavit that he is exempted from securing labour license. *\*The one month period can be extended further by one month/specified duration subject to genuine and special reason submitted by the contractor with proof requesting for additional one month.*
- b) Tender document(s), duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- c) The self-attested copy of required experience certificate issued by officer maintaining the payment ledger of the contractors.
- d) A mandatory undertaking from MSE bidders regarding declaration of UAM number on CPPP. Self-attested copy of all above mentioned documents are required to be uploaded along with the bid otherwise bid will be liable to be rejected.

**Bank Account Details:**

Customer Name : **Accounts Officer (Cash ) BSNL**

Account Number : **39219700053 IFSC Code: SBIN0003723**

Name of the Bank: State Bank of India Address of the Bank: STATE BANK OF INDIA, MACHAVARAM BRANCH, BESIDE BSNL BHAWAN, CHUTTU GUNTA, VIJAYAWADA-520004

**8. BID SECURITY(EMD):**

8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as mentioned in NIT. No interest shall be paid by the BSNL on the bid security for any period, whatsoever.

8.2 The bid security is required to protect the BSNL against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to para 8.7.

8.3 Bid Security shall be paid on or after the date of NIT in the form of Demand Draft/ Banker's Cheque/Bank Guarantee issued by a Nationalized/ Scheduled Bank, drawn in favour of **AO(CASH) , O/o CGMT , BSNL , Vijayawada**. Original DD of Bid Security shall be attached as part of document under technical bid para 7(4). in Physical Form.

However bidder shall submit bid declaration in the prescribed proforma as given in Section 6(E)below:

6 (E)–Declaration for BID SECURITY

I, /M/s ----- hereby declare that I participated in BSNL tender **NIT No APCO-23/11(13)/18/2024-MM IT CFA DATED XX/04/2024** The bid security is not submitted by me / us as per the Ministry of Finance letter no. F.9/4/2020-PPD dated 12.11.2020 and BSNL CO letter no. BSNL CO-MMT/12(15)/1/2020 -MMT dated 05.12.2020. In case I become successful bidder, I abide that in case of withdrawal / modification of bids during the period of validity etc. and in case not abide the said tender terms and conditions, I will be suspended / debarred / banned for the period of One year from participating in tenders of BSNL.

Place:

Date:

Signature of Bidder

**8.4** Scanned copy of the same DD in the favour of **AO(CASH) , O/o CGMT , BSNL , Vijayawada** shall be uploaded online while bidding.

8.5 Deleted

**Note: 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 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 (Exemption from Tender cost and EMD) 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 issue of such order.
- e) MSE (Micro and small enterprises) bidder should declare UAM number on CPPP portal. The bidders who also fail to submit UAM number shall not be able to avail the benefits (Exemption from Tender cost and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by Ministry of MSME. A mandatory undertaking from MSME bidders regarding declaration of UAM number on CPPP to be obtained.

8.6 A bid not secured in accordance with para 8.1 & 8.3 shall be rejected by the BSNL as non-responsive.

8.7 The bid security of the unsuccessful bidder will be refunded as promptly as possible after finalization of the contract but not later than 30 days after the expiry of the period of bid validity prescribed by the BSNL.

The bid security shall be forfeited:



8.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or

8.7.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the BSNL or

8.7.3 In case of a successful bidder, if the bidder fails:

- to sign the agreement in accordance with Section XI, or
- to furnish Material Security in accordance with clause 5 (i) of Section V.
- to observe material terms and conditions stipulated in the tender document including mandatory/ statutory/legal requirements eg. Labour, Taxation laws etc.

8.8 The successful bidder's bid security will be refunded after signing of agreement with the approved bidder.

## 9. **BID PRICES:**

9.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance in case of materials to be supplied and inclusive of all taxes and levies but exclusive of Goods and service tax in case of works to be executed. Goods and Service tax shall be paid extra, if applicable. The contractor shall be responsible for loading/unloading and transporting the materials, to be supplied by the BSNL from any BSNL store / Telecom factory to the work site. The charges on this account shall be regulated as per the rates in Standard Schedule of Rates (SOR). The offer shall be firm in Indian Rupees.

9.2 Prices shall be quoted by the bidder as percentage below / above / at par the standard schedule of rates in the schedule of quoting rates (Financial Bid). Prices quoted at any other place shall not be considered. Quoted rates shall be inclusive of all charges and levies but exclusive of Goods and Service Tax(GST) which shall be paid extra as applicable.

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

9.4 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of quoting rates (Financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting.

9.5 The estimated "cost of work per meter" is computed for the work put to tender based on surveyed quantities and prevailing SOR as mentioned in Section –XIX. The bidders are supposed to ascertain the soil strata existing in the area of the contract and quote his rates keeping in view his own ascertainment. The bidder should note that the approved percentage shall be loaded on to the estimated cost of work per meter as mentioned above to indicate the approved rate per meter. The final rate arrived post execution against this contract by and large will be within this approved rate per meter.

9.6 The rates for other Allied works/Overhead Laying are Prefixed as per SOR.

## 10 **PERIOD OF VALIDITY OF BIDS:**

Bid shall remain valid for 180 days from date of opening of the bid (Qualifying Bid). **A Bid valid for a shorter period shall be rejected by BSNL as non-responsive.**

In exceptional circumstances, the tendering authority may request the consent of the bidder for an extension to the period of bid validity for a period of up to 30 days. The request and the response there to shall be made in writing. The bid security provided under clause 8 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.

**11 SIGNING OF BID:**

**11.1** The bidder shall prepare, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.

**11.2** The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

**11.3 Power of Attorney:**

- (a) The power of attorney in original, in case, person other than the sole proprietor/ authorized signatory has signed the tender document, shall be on a non-judicial stamp paper of Rs. 50/-in case same has been executed in between blood relations and in other cases, it should be on a non-judicial stamp paper of Rs.100/- and should be attested by the Notary Public or same should be registered before the sub registrar. The power of attorney in original should be submitted.
- (b) The power of Attorney in original is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/ institution/ Body corporate.
- (c) In case of the bidder being a partnership firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signature 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 authorised signatory for the bid (Power of Attorney holder) then the representative who uploads the document on e-tender portal using DSC issued in his name shall also be made as one of the power of attorney holder by the bidder company, in addition to the authorised signatory for the bid.

**D. SUBMISSION OF BIDS**

**12 Method of Preparation & Submission of Bids in e-Tendering System:**

**12.1** Bid should be submitted in the following manner:

**12.1.1 Documents to be submitted-**

All the documents in **Qualifying Bid –Part-A** as mentioned in clause 7 of this section and **Financial Bid-Part-B** as mentioned in clause 3 of this section, are to be uploaded in the e tender portal including Bid security declaration, proof of deposit of Bid security/EMD, Cost of Tender document which maybe deposited by way of RTGS/NEFT/DD/Banker Cheque /Bank Guarantee. In that case original DD has to be dropped in the tender box. Later the L-1 bidder has to submit all the original hard copies of the entire tender document and attested copies (wherever applicable) uploaded by him whenever he has been called for in the office for submission, failing which tender will be cancelled.

The envelope must be super scribed as below and shall be dropped in the tender box.-

**'Envelope for BID security, Tender cost &Authorization'**

**NIT No : APCO-23/11(13)/18/2024-MM IT CFA/16 DATED 09/05/2024**

“E-Tender document for .....  
.....”

Section no:\_\_\_\_\_

To  
AGM (Tenders)  
O/o CGMT,VJ

From  
Name of the place

- (i) Original Demand Draft(DD)/Banker Cheque/Bank Guarantee and Proof of payment if paid through NEFT/RTGS– drawn in favor of **Accounts Officer (Cash)** O/o CGMT, BSNL BHAVAN, Vijayawada, payable at Vijayawada , issued by any scheduled bank towards the payment/ of Bid Security/EMD.
- (ii) Original Demand Draft(DD)/ Banker Cheque and Proof of payment if paid through NEFT/RTGS – drawn in favor of Accounts Officer (Cash) O/o CGMT,BSNL BHAVAN, Vijayawada, payable at Vijayawada, issued by any scheduled bank towards the payment of Price of Bid Document.
- (iii) Original Power of attorney for authorisation to sign and upload the bid.
- (iv) Valid MSE Certificate/Udyam Registration Certificate broadly covering the tendered Equipment/services, for claiming exemption of Tender fee/Bid Security.

Note: Please note that the submission of above documents in original in **sealed envelope should be dropped in tender box at our office address on or before the tender bid closing time.** If the technical envelope is not received within the stipulated time ie. bid submission end time, the tender bid (if already scanned copies uploaded) shall be rejected. These document should be part of Off -Line submission.

*All the above documents should be self-attested by the tender signing person.*

#### **12.1.2 Submission of Bids on e-tendering website-**

The bidder shall upload his bid for this tender in two separate folders marked as 'Qualifying\_Bid',and 'Financial\_Bid'.The bid folders shall contain the documents as given below-

- a) '**Qualifying\_Bid**' folder –The scanned documents in electronic form as per clause 7 of Section IV must be uploaded in this folder.
- b) '**Financial Bid**' folder- The Rates duly quoted in the prescribed format as per Section-XX, Schedule for Quoting the Rates.

**12.2** The tenders which are not submitted in above mentioned manner shall be summarily rejected.

**12.3** The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

Any tender with conditions other than those specified in the tender document is liable to be summarily rejected.No modification by the contractor in any of the conditions will be permitted.

### 13 SUBMISSION OF e-BIDS:

13.1 E-Tenders should be submitted strictly as per the procedure mentioned in clause 12 above. The tenderer is to ensure the delivery of the physical envelope at the correct address and submission of the Qualifying Bid and Financial Bid online as mentioned above. The BSNL shall not be held responsible for delivery of bid to the wrong address or wrong submission/non-submission of the bids online.

13.2 If tender opening day is declared as holiday by the government then the bids technical or financial will be opened on the next working day. The Time & Venue will remain unchanged.

### 13.3 LATE BIDS:

Tenders shall not be accepted online after the specified date and time of closing of the tender. It is the sole responsibility of the tenderer that he should ensure timely online submission of tender and in the manner as prescribed on the e-tendering website.

The time settings fixed in the server side & displayed at the top of the e-tendering site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

13.4. **Post Bid submission:** No documents post bid submission shall be entertained/taken. Any deficient bid in this regard may be summarily rejected. However, any clarifications on the submitted bid documents may be sought to examine and evaluate the bid, if required for the sake of clarity.

### 14. MODIFICATIONS AND WITHDRAWAL OF BIDS :

14.1. The bidder may modify or withdraw his bid before the due date and time of submission in the manner as prescribed on the e-tendering website.

14.2. No bid can be modified subsequent to the deadline for submission of bids.

### E. BID OPENING AND EVALUATION:

### 15. Opening of bids by the BSNL:

TOC shall open and download the Qualifying Bids online after the due date and time by logging into the e-tender portal. The bidders whose Physical Envelopes marked as '**Bid Security & Authorization Envelope**' are not received in time (any date on or before bid submission end date) or the documents do not meet the preliminary requirement of eligibility, the tender bid if already opened on basis of scanned copies uploaded, shall be rejected.

The Qualifying Bids downloaded shall be evaluated by the designated TEC and the result of evaluation after approval by the competent authority shall be uploaded on the E-tender portal for information of all concerned clearly mentioning the qualified bidders and not qualified bidders (with reasons for non-qualification after approval by the competent authority shall be uploaded on the E-tender portal for information of all concerned clearly mentioning the qualified bidders and not qualified bidders (with reasons for non-qualification)

The **FINANCIAL BID** shall be opened in the following manner:

- i). The folder marked "**Financial Bid**", will be opened only for those bidders who have been found eligible after evaluation of Qualifying Bids.
- ii). The date and time of opening of Financial Bid shall be notified on e-tendering portal for information of all the bidders.
- iii). After opening the "Financial Bid" the TOC shall prepare the report containing the bidder's name, bid prices, modifications, etc.
- iv). In case there is a discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quoted rates in words shall prevail.

#### **16. CLARIFICATION OF BIDS BY THE BSNL:**

To assist in examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

#### **17. VERIFICATION OF BIDS BY THE BSNL**

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 BSNL at its discretion may call for any clarification regarding the document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

#### **18. PRELIMINARY EVALUATION:**

BSNL 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.

Prior to the detailed evaluation, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

#### **19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive. The evaluation and comparison of responsive bids shall be on the percentage (above/below/at par) offered and indicated in schedule of quoting rates of the bid documents. Bidder quoting **section wise** the lowest rates will be L-1 for that **section** of the tender. It is the composite price quoted for that section of the tender.

#### **20. CONTACTING THE BSNL:**

20.1. No bidder shall try to influence the BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

20.2. Any effort by the bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

#### **21 AWARD OF CONTRACT & DISTRIBUTION OF WORK:**

21.1 The BSNL shall consider award of the contract **section wise** only with L-1 bidder quote whose offers have been found technically, commercially and financially acceptable. The L-1 bidder is one who quotes the lowest rate.

21.2 If there are more than two tenderers at the same rates, the tenderer having highest experience in 7 or 5 years period category (as the case may be) shall precede to the one having

lower experience while deciding ranking for considering 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.

21.3 If L-1 bidder refuses to accept the offer, BSNL will go for Re-tender.

**The following are the Terms & Conditions:**

- The Rate quoted shall be section wise to all the sections in the NIT.
- After tendering there should be post-tender negotiations with L-1, except in certain exceptional situations. That situations and circumstances duly recorded and documented with necessary justification.
- In case of retendering due to unreasonableness of the quoted rates, as the requirements are urgent and a re-tender for the entire requirement would delay the execution of the work, negotiation will be carried out with L-1 bidder for the MODULES/CARDS which can be executed and the balance to be done through re-tender, following the normal conditions.
- Finalization of the number of bidders for awarding the work order is under the discretion of the BSNL authorities based on the quantum of the MODULES/CARDS in the NIT.

**22. BSNL'S RIGHT TO VARY QUANTUM OF WORK:**

The quantity stipulated in the tender are estimated and the BSNL reserves the right to vary the value of works to the extent of -25% to + 25% of contract value during contract period at the same rates and terms & conditions with prior approval of the tender approving authority.

However, **in exceptional circumstances only**, due to change in scope of work or otherwise, any variation in the value of work may be permitted up to 50% of contract value with prior approval of the next higher authority after recording adequate reasons and justification for the same.

**23. Liability :**

BSNL will not be liable to the contractor for any losses or damages, costs, charges which the contractor may in any way sustain/suffer due to non-issue of work order/delay in making store available or delay in receipt of permission from road authorities/local bodies/forest department.

**24. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS :**

The BSNL 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 for the BSNL's action.

**25. ISSUE OF LETTER OF INTENT:**

25.1. The issue of letter of intent shall constitute the intention of the BSNL to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

25.2. The bidder shall within 14 days of issue of letter of intent, give his acceptance along with Performance security in conformity with clause 5(ii) of Section V, provided with the bid documents. However, Tender Issuing Authority reserves the right to extend the time limit if the reasons on which extension is sought are deemed fit.

**26. SIGNING OF AGREEMENT:**

26.1. Once the tender is approved by the competent authority and Letter of Intent (LoI) is issued, the contractor shall deposit the Performance Bank Guaranty (PBG) and Material Security in the form of Bank Guaranty (BG) within fourteen days. The Bid Security deposited (EMD) along with the tender shall be refunded to the bidder after signing of the agreement.

26.2. An agreement shall be signed after submission of PBG and material Security.

**27. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of clause 25 of section IV shall constitute sufficient ground for the annulment of the award and 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

**28. Security Clause**

Mandatory Licensing requirements with regards to security related concerns issued by Government of India from time to time shall be strictly followed.

**29. Reservation/ Procurement from MSE Units**

The guidelines / instructions issued vide D.O. No. 21(1)-2011-M.A. April 25th 2012 from Micro, Small & Medium Enterprise & subsequent clarifications/guidelines thereafter shall be followed. (MSEs registered with District industries Centre (DICs)/ Khadi village Indu. Commission (KVIC)/Khadi village Indu. Board KVIB)/ NSIC/directorate of handicrafts & handloom or any other body specified by Ministry of MSME.)

----- **END OF SECTION-IV** -----

## SECTION V

### GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

#### 1. **APPLICATION :**

The General conditions shall apply in contracts made by the BSNL for the execution of annual Repair Contract (ARC) for repair of Power Plant control cards & Power Plant Modules of all makes and models in Krishna BA for the year 2024-25.

#### 2. **STANDARDS:** NA

#### 3. **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 except Goods and Service tax (GST) which will be paid at prevailing rate, during this period (proof of payment to the GST authority shall be submitted by the contractor on time to avail ITC by BSNL.)

#### 4. **SUBCONTRACTS:**

**The contractor shall not assign, sub contract or sublet the whole or any part of the works covered by the contract, under any circumstances.**

#### 5. **SECURITY:**

(i) **Material Security:** Not applicable

#### ii) **Performance security:**

a. **Section wise** successful bidder including MSE bidder shall submit an amount equivalent to **5%** of the tender approved value as Security deposit by way of Performance Bank Guarantee (PBG) within 14 days from the date of issue of LOI, in favour of **AO(CASH) , O/o CGMT , BSNL , Vijayawada** from any scheduled bank in India, and valid for 30 months from the date of issue of LOI. An additional 18% amount of GST is also to be paid along with **5%** of the approved tender value (rounded to next hundred), if paid in the form of Performance Bank Guarantee (PBG).

b. On receipt of PBG from the bidder, after confirmation of the genuineness of the PBG from the bank, the EMD, if any, received earlier, will be returned.

c. The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to perform the obligations under the contract and warranty obligations.

d. The performance Security deposit (PBG) 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 document.

e. If there are recoveries to be made, Contractor shall deposit the money before the release of PBG for getting the PBG released and in failure to do so, PBG will be forfeited and recovery to be effected from the realized PBG amount and the balance amount, if any, after adjustment of recoveries, will be refunded to the bidder.

f. It is the responsibility of the vendor to submit the proof that he has deposited the Goods & service tax in time. Otherwise BSNL will recover from subsequent bills or PBG as the case may be.

g. No interest will be paid to the contractor on the Security deposit.



**6. ISSUE OF WORK ORDERS AND TIME LIMIT:**

- i). Work will be executed by way of issuing work orders. Work orders may be issued in parts for a period as specified in the work order. The work order shall be for a part of work which will have to be completed in time as specified in work order.
- ii). The work orders shall be issued by the **AGM/DE of concerned BA/OA/section or AGM(Tenders), O/o CGMT, AP Circle** after Pro-forma work order approval from Tender Approving Authority by examining the technical and planning details of the works to be executed.
- iii). The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or competent authority, the contractor is not executing the work at the required pace.

**7. EXTENSION OF THE TIME LIMIT:**

**7.1. General:**

- In each work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.
- In as much as “the time being deemed to be the essence of contract”, throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

## **7.2. Application for Extension of Time and Sanction of Extension of Time (EOT) :**

7.2.1. There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing to the engineer-in-charge for extension of time (EOT), on account of which, he desires such extension, on the same day of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority with his detailed report, within two days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.

7.2.1.1. The application contains the ground(s), which hindered the contractor in execution of work.

7.2.1.2. The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.

7.2.2. The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.

7.2.3. The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with Liquidated damages(LD) for delays in execution of works.

7.2.4. The competent authority shall grant EOT with time period for completion of work clearly mentioned. The sanction of the competent authority of EOT shall be issued under the signature of the Engineer-in-charge.

7.2.5. **If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.**

### **7.3. Grant of Extension of Time without Applications:**

7.3.1. There are, at times, practical difficulties like non-availability of material, delay in providing permissions/right of way etc. reasons of which are ascribable to the BSNL. In such cases, the Engineer-in-charge with the approval of competent authority to sanction EOT, may issue extension of time suo moto without waiting for contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The BSNL will, however, not be liable to the contractor for any losses or damages, costs, charges, or expenses that the contractor may in any way sustain / suffer due to delay in making the above available.

8. deleted

## **9 WARRANTY:**

9.1. The ARC is payable for the faulty unit only, the tenderer has attended and repaired. **The tenderer should also guarantee good working of the repaired Module for a period of 12 months (ONE year) irrespective of the type of the component replaced / nature of repair, from the date of repair.** If the equipment fails in any aspect within the guarantee period, the tenderer should repair / replace the same at his own cost. The cost of the components replaced for repairs will be borne by the tenderer only. For this purpose the security deposit paid by the successful tenderer will be retained until the completion of the guarantee period and will be forfeited to the BSNL if the tenderer does not abide by this condition.

## **10. AUDIT AND TECHNICAL EXAMINATION: deleted**

## 11. PAYMENT TERMS:

11.1.

P

### **Procedure for Preparation and settlement of bills :**

All items of work involved in the work order shall be completed in all respects before preparing the bills for the work against the work order. The procedure for preparation of final bills is enumerated as under.

11.1.1 The bills claimed should contain the serial number of the units of the modules of SMPS Power plants and also details of the components used for rectification.

### **11.1.2 Procedure for preparation, processing and payment of bill:**

**As the work of repair of Power Plant control cards & Power Plant Modules is being executed through work orders for section, there is no provision for running bill.** The payment will be released after acceptance of the work ordered against the said work order. The bill should contain work order number, date of commencement of work and date of completion of work. The work order copy should be enclosed to the credit bill with contractor signature along with date of receipt of work order. The contractor shall prepare the final bill in triplicate after completion of the entire work entrusted against work order & acceptance of all the works and submit the one copy to SDE in-charge of work for making the suitable entries in SAP MIGO/SES for proposing **LD/any other deductions, if applicable, as per the Penalty clauses of 9.3, 12 & 13 of Section V, clause 4, 6.3, 12, 20 & 24 of Section VIII and Section XVIII** i/r/o any delay/deficit services/works or any shortage of inventory & 2 bill copies to Claims section, O/o CGMT, CO VJ for processing of the bill within 30 days of acceptance and testing for payment. The final bill shall be prepared for all the measurements of all items involved in execution of complete work order. The contractor shall prepare the final bill containing the following details:

- The bill for all the quantities as per Measurements at the approved rates.
- Adjustment of performance Security deposit (PBG) and statutory taxes already recovered.
- Store reconciliation statement furnishing account of stores received against the work order and returned to the designated Store go -down as surplus with requisite verifications from store in-charge/SDE in-charge of work.
- Letters of grant of E.O.T(s), if work could not be completed within stipulated time.
- Six sets of bound documentation.
- Copy of the Wage Register, Attendance Register, Monthly EPF & ESI Deposit Challan have to be submitted by the contractor along with the bills.

11.1.3 The SDE in-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that the work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The SDE shall verify the quantities of items of work with reference to measurements recorded in the measurement book (and also A/T reports in case of any deviations noted by A/T office).

The SDE in-charge of work shall submit the final bills, along with other documents mentioned above, with the documents as mentioned here under to the Divisional Engineer, in-charge of work.

11.1.4. The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the copy of the bill along with photocopies of other documents not available in his estimate file and bill, measurement book and other documents submitted by SDE. The required documents should be attached while completing SAP MIGO/SES entries for further processing of SAP MIRO by Claims section, O/o CGMT, CO VJ for final payment.

11.1.5. Claims section will process the MIRO document based on inputs provided by consignee as well as

**any LD/other deductions, if applicable, as per the Penalty clauses of 9.3, 12 & 13 of Section V, clause 4, 6.3, 12, 20 & 24 of Section VIII and Section XVIII.** Claims section, O/o CGMT, CO VJ will scrutinize the bills to recover all the liabilities of the contractor and statutory taxes. The bill shall be passed by the officer competent to pass the final bill. **GST shall also be applicable for any deductions or penalties imposed by BSNL.**

**11.2 Procedure for payment for substandard works:**

- 11.2.1 The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.
- 11.2.2 **Timely action by Site-In-charge: Timely reporting and action, to a great extent, can prevent occurrence of substandard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Site-In-charge to point out the defects in work in time during progress of the work.** The Junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any substandard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the substandard item of work and also define time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/replace/remove the substandard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.
- 11.2.3 Non-reporting of the substandard work in time on the part of Site In charge (s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the substandard work and associated liabilities.
- 11.2.4 **Authority and Procedure to accept substandard work and payment thereof:** There may be certain items of work pointed out as substandard which may be difficult to rectify and in the opinion of the Tender Issuing Authority, the items in question will not materially deteriorate the quality of service provided by the construction, Tender Issuing Authority shall appoint committee to work out the reduced rates payable to the contractor for such substandard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Repair of cards/control cards involving substandard items of work, as Chairman and one SDE and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as substandard and recommend the rates payable for substandard work which shall not exceed 60% of the approved rates of the item in question.
- 11.2.5 Record of substandard work: The items adjudged as substandard shall be entered into the measurement book with red ink.
- 11.3 **No claim for delayed payment due to dispute etc:** No claim for interest or damage will be entertained or be payable by the BSNL in respect of any amount or balance which may be lying with the BSNL owing to any dispute, difference or misunderstanding between the parties or in respect of any delay or omission on the part of the Engineer in charge in making intermediate or final payments or in any other respect whatsoever.

**12 Deleted**

**13 LIQUIDATED DAMAGES/PENALTY CLAUSE:**

**13.1. Liquidated Damages clause for Delays in the contractor's performance:**

**13.1.1.** The time allowed for completion of the work as per work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from first day from issue of work order by the BSNL. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as Penalty for delay in execution of the work as follows:

- a) In case of failure to repair within 48 hours, penalty charges will be imposed @ 1% of ARC charges per unit for each day exceeding 48 hours subject to maximum amount of penalty equal to the amount of ARC charges.
- b) The tenderer should return at any cost the modules / equipment duly repaired within 30 days from the date of intimation of fault. If not returned within the stipulated period in addition to imposition of penalty specified in the 17(a) , the total cost of the faulty unit will be recovered from the tenderer either from the Security deposit available or from the pending bills to be paid to tenderer in addition to the penalty as specified above.

**13.1.2.** The days on which work is not done due to reasons beyond the control of contractor, such as natural calamities, law & order situation etc., will not be accounted for in imposing the Penalty.

**13.1.3.** Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the Security deposit or from the bills of any other contract. However, adjustment from Security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

**13.1.4.** In case of slow progress of the work in a section which has been awarded to a particular contractor, if the public interest does not permit extension of time limit for completion of the work, then Tender Issuing Authority will have the full right to order that the scope of the contract may be restricted to such fraction of the work and get the balance work executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or Security deposit.

#### **14 Rescission/Termination of Contract:**

**14.1. Circumstances for rescission of contract:** Under the following conditions the Tender Issuing Authority may rescind the contract:

- (i) If the contractor commits breach of any item of terms and conditions of the contract.
- (ii) If the contractor suspends or abandons the execution of work and the engineer in- charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- (iii) If the contractor had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.

Upon rescission of the contract, the Security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under:

**14.2.** Measurement of works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.

**14.2.1.1.** The unused material (Supplied by the BSNL) available at site, shall be transported back by the BSNL to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents/bid.

**14.2.2.** The un-executed work shall be got executed through the qualified bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2,L3...)

at L1 quoted rates. If the work was awarded on single tender basis then the BSNL shall get the unexecuted work completed through any other contractor approved in the area of Tender Issuing Authority at the approved rates of that particular section or to execute the work departmentally, as is convenient or expedient to the BSNL at the risk and cost of the contractor. In such a event no compensation shall be payable by the BSNL to the contractor towards any inconvenience/loss that he may be subjected to as a result of such an action by the BSNL. In this regard the decision of **Tender issuing Authority** shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the BSNL under the contract or his any other account whatsoever anywhere in the BSNL or from a Security deposit.

**14.2.3.** The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.

**14.3. Termination for Insolvency:**

**14.3.1.** The 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 the BSNL.

**14.3.2. Optional Termination by BSNL (other than due default of the contractor):**

**14.3.3.** The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation.

**14.3.4.** In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment and hand over possession of the work/operations concerned to the BSNL or as the BSNL may direct. The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract or any part of such items without any compensation, whatsoever, to the contractor.

**14.3.5. Issuance of Notice:**

**14.3.6.** The Divisional Engineer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.

**14.3.7.** The **final notice for rescission of contract** to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice.

- a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL.
- b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.
- c) No new construction beneficial to the contractor shall be allowed.
- d) Adequate BSNL security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the Security deposit or any amount due to the contractor.



## **15. INDEMNITIES :**

**15.1.** The contractor shall at all times hold the BSNL harmless and indemnify BSNL from and against all action, suits, proceedings, works, cost, damages, charges claim and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protest 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 protest 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.

**15.2.** The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suitor other finding without first consulting the BSNL.

### **16.FORCE MAJEURE:**

**16.1.** If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, 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 by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance 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 has 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 prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his option terminate the contract.

**16.2.** 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 contractor may with the concurrence of the BSNL select to retain.

## **17. ARBITRATION:**

**I. ARBITRATION (Applicable in case of supply orders/Contracts with firms, 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:

(1) A party wishing to commence arbitration proceeding shall revoke 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.

(2) The number of the arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for counter claim,if any)</b>	<b>Number of arbitrator</b>	<b>Appointing Authority</b>
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 empaneled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

(3) Neither party shall appoint its serving employee as arbitrator.

4. 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.
5. Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 and amended in 2015 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 crores.

**[29B. Fast track procedure – (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).**

(2) *The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.*

(3) *The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-*

- (a) *The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;*
- (b) *The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;*
- (c) *An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal*

*considers it necessary to have oral hearing for clarifying certain issues;*

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- (d) *The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.*
- (4) *The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.*
- (5) *If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.*
- (6) *The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]*

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

8. 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.

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

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 amended in 2015 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

**II.** In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Department(s)/organizations(s) (excluding disputes concerning Railways, Income Tax, Customs & Excise departments). Such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no. 4(1) 2013-DPE(GM)/FTS-1835 dt. 22.5.2018.

### **III. APPLICABLE LAW AND JURSDICTION**

(a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

(b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

#### **18. SET OFF:**

Any sum of money due and payable to the supplier (including Security deposit refundable to him) under

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

**19. TAX INDEMNITY CLAUSE:**

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

**20. ACTION BY BSNL AGAINST BIDDER(S) IN CASE OF DEFAULTS**

In case of defaults by bidder(s) as mentioned in Appendix-1 of Section-4 Part-A of BSNL Procurement Manual 2014 revised, action will be taken by BSNL as mentioned in Appendix-1 in addition to the existing clauses of this tender.

----- END OF SECTION V -----

## SECTION-VI

### **E-tendering Instructions to Bidders**

#### **General**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL, has decided to use the E tender portal (<https://etenders.gov.in/eprocure/app>) name) through E- tender portal, Benefits to Suppliers are outlined on the Home-page of the e tender portal.

#### **Instructions**

##### **1. Tender Bidding Methodology**

Sealed Bid System – 'Single Stage – TWO Envelope'

##### **2. Broad outline of activities from Bidders prospective**

1. Procure a Digital Signing Certificate (DSC)
2. Register on e- tender portal (<https://etenders.gov.in/eprocure/app>)
3. Create Users and assign roles on E-TENDER PORTAL
4. View Notice Inviting Tender (NIT) on E-TENDER PORTAL
5. Download Official Copy of Tender Documents from E-TENDER PORTAL
6. Bid-Submission on E-TENDER PORTAL
  - a) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
  - b) Utmost care may be taken to name the files/documents to be uploaded on E- TENDER PORTAL. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

<b>File name</b>	<b>Allowed or not allowed in E- TENDER PORTAL</b>	<b>Reason for allowed / not allowed</b>
QA Certificate	not allowed	Space in between words / characters not allowed
QA Certificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words /characters
QA_ Certificate	allowed	Upper & lower cases allowed

- c) It is advised that **all the documents to be submitted (See clause 5 of Section VI) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.** BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of each document (Preferably below 5 MB) may be checked.

7. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL :Opening of Techno-commercial Part
8. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.
9. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL:Opening of Financial-Part (Only for Technical Responsive Bidders)
10. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the E-TENDER PORTAL.

### 3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, **it is necessary for each user/contractor to have a Digital Certificate (DC)**. Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### 4. Registration

**To use the e-tender portal ((<https://etenders.gov.in/e procure/app>)). Vendor/Contractor need to register on thee-tender portal.** The vendor should visit the home-page of the e tender portal (<https://etenders.gov.in/e procure/app>) and go to the e-procure link then select **Bidders Manual Kit**.

To use the Electronic Tender® e tender portal (<https://etenders.gov.in/e procure/app>) or through the circle website [www.tender.bsnl.co.in](http://www.tender.bsnl.co.in) portal name vendor needs to register on the e tender portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/e tender portal, and click on the 'Register Me' tab on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

**Note:** After successful submission of Registration details and Annual Registration Fee (as applicable), please contact the company providing e-tender. Helpdesk (as given below), to get your registration accepted/activated.

Helpdesk	CPPP Portal (eProcurement)
Telephone	0120-4001 002/4001 005/6277 787. <i>[between 9:30 hrs to 18:00 hrs on working days]</i>
Mobile Nos.	-
E-mail ID	<b>Technical: <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a></b> <b>Policy Related: <a href="mailto:cppp-doe@nic.in">cppp-doe@nic.in</a></b>

## 5. Method for submission of bid documents

In this tender the bidder has to participate in e-tender online.

### 5.1. Offline submission

The bidder shall submit the following documents offline to AGM (Tenders) on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (tender name), the tender number and the words 'DO NOT OPENBEFORE' (due date &time).

1. EMD-Bid Security in Original i.e. DD/Banker Cheque/Bank Guarantee /proof of payment if paid through NEFT/RTGS

2. DD/ Bankers cheque against payment of tender fee /proof of payment if paid through NEFT/RTGS.

3. Power of attorney in accordance with clause available in tender.

4. MSE registration certificate if the bidder is claiming concession for Bid cost and Bid security.

5. Pass Phrase to open the tender document, if applicable.

### 5.2 Online submission.

Contents of first Envelope, i.e. Techno Commercial Envelope (Qualifying Bid)
A. Scanned Copy of Demand Draft /Bankers Cheque/Proof of payment if paid through NEFT/RTGS of requisite value for the cost of tender document in token of purchase of tender document as per NIT.
B. Scanned Copy of Demand Draft/ Bankers Cheque/BG/Proof of payment if paid through NEFT/RTGS of requisite value for the Bid Security/EMD as per NIT.
C. Scanned copy of Latest and valid MSE Certificate duly issued by NSIC/MSME(if applicable).
D. Scanned copy of PAN Card
E. Scanned copy of the EPF Registration Certificate.
F. Scanned copy of the ESI Registration Certificate.
G. Scanned copy of the GSTIN Registration Certificate.
H. Scanned copy of Solvency certificate from the banker of the tenderer: <i>For works costing up to Rs. 20 lakhs-solvency certificate should be of Rs. 5 lakhs; For works costing more than 20 lakhs-solvency certificate should be of Rs. 10 lakhs. <b>The solvency certificate shall not be older than 12 months from the date of issue of NIT.(or) last three years audited financial statements duly certified by CA should be submitted and last three financial years cumulative turnover must be greater than equal to Total estimated cost of Tender.</b></i>
I. Scanned copy of the Experience Certificate(s) in the prescribed pro forma Annexure-B as per NIT.
J. Scanned copy of Documents in support of registration of the Company/Firm/Proprietorship: <ul style="list-style-type: none"><li>➤ The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.</li><li>➤ Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.</li><li>➤ Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.</li></ul>
K. Scanned copy of Registered Power of Attorney (if applicable).
K. Original Tender document duly signed on all pages.
L. Tenderers /Bidder's Profile duly filled in as per Section -III
N. Scanned copy of Near relative certificate(s) in the prescribed pro forma as per Annexure-A.

- O. Valid GST registration certificate or mention as unregistered dealer and a self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- P. Scanned copy of duly filled and signed Bid Form, Section- II of tender.
- Q. Scanned copy of Duly completed declaration about Genuineness of Documents Certificates

**Contents of second envelope i.e. Financial Envelope**

Schedule for Quoting the Rates(i.e. Section XX)

R. . Scanned copy of Last 3 years ITR.

**Note:**

- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning ‘The document <name> called vide clause is not applicable on us.
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.
- (iii) Last 3 years ITR has to be submitted.

**6. Price Schedule /Schedule of Quoting Rates**

Utmost care may kindly be taken to upload price schedule / Schedule of Quoting Rates. Any change in the format of Price Schedule / Schedule of Quoting Rates file shall render it unfit for bidding. Following steps may be followed-

1. Down load Price Schedule / Schedule of Quoting Rates.
2. Fill rates in down loaded Price Schedule / Schedule of Quoting Rates
3. Save filled copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

For further instructions, the vendor should visit the home-page of the e tender portal (<https://etenders.gov.in/eprocure/app>), and go to the **Bidders Manual Kit**. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from E-tender portal or anywhere else.

The help information provided through ‘E- TENDER PORTAL User-Guidance Center’ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

**Important**

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of E-TENDER PORTAL.

**Note: The special instructions to contractors/Bidders for e-submission of bids online through <https://etenders.gov.in/eprocure/app> which are mentioned below for ready reference-**

1. Bidder should do the registration in the tender site <https://etenders.gov.in/eprocure/app> name using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority (NICCA)/MTNL/SIFY/TCS / n-Code/e-Mudhra.



2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can upload well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
11. The **Tender Approving Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
12. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
13. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
14. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
15. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
16. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (**as per Server System Clock**).
17. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**
18. If the bidder submits the bid in manual form, he should have already registered in the tender site and he has to inform the registration ID in the bid submitted otherwise his tender will not be considered.

For any other queries, the bidders are asked to contact through Mail : email id of the e tender portal service

Provider Technical - support-eproc@nic.lin

Policy Related - [cupp-doe@nic.in](mailto:cppp-doe@nic.in)

## **7. Key Instructions for Bidders**

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tendersubmission deadline on E-TENDER PORTAL.
2. Register your organization on E-TENDER PORTAL well in advance of your first tender submission deadline on E- TENDER PORTAL.
3. Get your organization's concerned executives trained on E- TENDER PORTAL using online training module well in advance of your tender submission deadline on E- TENDERPORTAL.
4. Submit your bids well in advance of tender submission deadline on E- TENDER PORTAL.As there could be last minute problems due to internet timeout, breakdown, etc.  
(BSNL should not be responsible for any problem arising out of internet connectivity issues). While the first three instructions mentioned above are especially relevant to first-time users of E-TENDER PORTAL, the fourth instruction is relevant at all times.

## **8. Minimum Requirements at Bidders end**

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

**----- END OF SECTION VI -----**

**SECTION VII**  
**SPECIAL CONDITIONS OF CONTRACT**

**1. GENERAL :**

- 1.1. The work shall be accepted only after Acceptance Testing carried out by BSNL team, designated by the BSNL, as per prescribed schedule and work/material passing the test successfully.
- 1.2. The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 1.3. The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.4. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.5. Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.6. Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7. All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Divisional Engineer or Site Engineer in-charge of worksite who shall be entitled to direct at what point or points and what manner they are to be commenced.
- 1.8. If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or any other ground he shall apply in writing to the Divisional Engineer on the same day of occurrence of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of **Tender Approving Authority** shall be final.
- 1.9. If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.10. Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL shall be entitled to recover such sum by appropriating in part or whole of the Security deposit of the contractor, and to sell any Government promissory notes etc., forming the whole or part of such security or Final bill pending against any contract with the BSNL. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to BSNL on demand the balance remaining due.
- 1.11. No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering Department or any other Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.

1.12. In the event of the contractor being adjudged insolvent or going voluntarily into liquidation of having received order or other order insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, the **Tender Approving Authority**, shall have the power to terminate the contract without any notice.

1.13. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the **Tender Approving Authority** on behalf of the BSNL can terminate the contract without compensation to the contractor. However, **Tender Approving Authority**, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of **Tender Approving Authority** shall be the final.

1.14. In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

**1.15. Interpretation of the contract document:**

1.15.1. The representative of **Tender Approving Authority** and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement, the matter shall be referred to the Competent Authority whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

**1.2. Notification:**

1.2.1. The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and / or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons to authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and /or supporting figure and data as may from time to time as directed or required.

**1.3. Shut down on account of weather conditions:**

1.3.1. The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or other Force majeure conditions.

2. **STORES SUPPLIED BY THE BSNL:** deleted

**3. QUALITY OF WORK:**

The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL and / or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The representative of Tender Issuing Authority has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance to meet the requirement of the contract documents.

**4. TAXES AND DUTIES:**

Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties

in terms of the contract documents and / or in respect of the works or operations or any part thereof to be

performed by the contractor and the contractor shall indemnify and keep indemnified the BSNL from and against the same or any default by the contractor in the payment thereof. However, service tax (GST) shall be paid extra by BSNL as applicable..

## **5. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:**

The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition.

## **6. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**

### **6.1. Obtaining License before commencement of work:**

The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

### **6.2. Contractors Labour Regulations:**

#### **6.2.1. Working hours:**

Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day. When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days. Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

#### **6.2.2. Display of Notice Regarding Wages Etc.**

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under **Minimum Wages Act 1948**, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payments of wages and other relevant information.

#### **6.2.3. Payment of Wages;**

The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf. The payment to the contract workers is to be paid through Account payee cheque or online in the presence of authorized representative of BSNL.

Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936.

The contractor /bidders /supplier shall comply with all the applicable labour laws, interalia, the provisions of the “**Payment of Wages Act 1936, and the Minimum Wages Act 1948** or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-charge under acknowledgement.

The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll”, as the case may be, in the following form:-

“Certified that the amount shown in the column No.....has been paid to the workman Concerned in my presence on.....at.....”

#### **6.2.4. Fines and deductions which may be made from wages**

**6.2.4.1.** The wages of a worker shall be paid to him without any deduction of any kind except the following:-

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default,
- d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- e) Any other deductions, which the Central Government may from time to time, allow.

**6.2.4.2.** No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

**6.2.4.3.** No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

**6.2.4.4.** Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

#### **6.2.5. Labour records**

The contractor shall maintain a **Register of Persons employed** on work on contract in Form XIII of the Contract Labour (R&A) Central Rules 1971.

The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971. The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.

**6.2.6. Register of accidents** – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of the labourers who met with accident.

- b) Rate of wages.
- c) Sex
- d) Age
- e) Nature of accident and cause of accident
- f) Time and date of accident
- g) Date and time when admitted in hospital
- h) Date of discharge from the hospital
- i) Period of treatment and result of treatment
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under Workmen's Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks

The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A)Rules-1971.

The Contractor shall display in a good condition and in a conspicuous place of work the approved list of facts and omission for which fines can be imposed.

The contractor shall maintain a Register of deductions for damage or loss in form XX of the CL (R&A) Rules 1971.

The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971.

The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A)Rules 1971.

The contractor shall deposit EPF and ESI. subscription to concerned authorities of the person employed by him as per provision of EPF and ESI Acts and maintain the necessary records as per the requirement under EPF & ESI rules.

In case, while on duty and during the course of engagement in work premises of the Company under this agreement, if any of the contractor's workforce meets with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., First Aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the contractor shall also be liable for meeting with statutory liabilities under the ESI / PF or Workmen's Compensation Act. BSNL will have no obligation, what so ever, in this regard.

#### **6.2.7. Attendance card-cum wage slip**

The contractor shall issue an Attendance card cum wage slip to each workman employed by him. The card shall be valid for each wage period. The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work. The card shall remain in possession of the worker during the wage period under reference. The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference. The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

#### **6.2.8. Employment card**

The contractor shall issue an Employment Card in the Form XIV of CL (R&A) CentralRules1971 to each worker within three days of the employment of the worker.

#### **6.2.9. Service certificate**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) Central Rules 1971.

#### **6.2.10. Preservation of labour records**



The Labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-charge or Labour Officer or any other officers authorized by the BSNL in this behalf.

### **6.3. Power of labour officer to make investigations or enquiry**

The labour officer or any person authorized by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

### **6.4. Report of Investigating officer and action thereon**

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. The Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.

### **6.5. Inspection of Books and Slips**

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

### **6.6. Submission of Returns**

The contractor shall submit periodical returns as may be specified from time to time.

### **6.7. Amendments**

The Central Government may from time to time add to or amend the regulations and on any question as to the application / interpretation or effect of those regulations.

## **7. INSURANCE :**

7.1. Without limiting any of his other obligations or liabilities, the contractor shall at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard to same or that the BSNL may suffer or incur with respect to and / or incidental to the same. The contractor shall have to furnish originals and /or attested copies as required by the BSNL of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

7.2. The Tenderer will have to insure all his personnel under Workmen Compensation Act at the places, which are not covered under ESIC, and a copy of ALL RISK INSURANCE POLICIES shall have to be furnished to BSNL.

## **8. COMPLIANCE WITH LAWS AND REGULATION :**

8.1. During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by- laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or BSNL, municipal board,

Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, Regulations, orders and /or provisions. The contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to share any portion of the work to be performed here under, the same may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

**8.2. The contractor shall also comply with the rule and regulation of EPF & ESI as per government rule and regulation from time to time at his own cost and expenses. The contractor shall indemnify the BSNL from any act or action in future or during the course of work in this regards at his own cost and expense. Tender Issuing Authority reserves the right to withhold the contractor amount upto 25% of tender value from the bills of contractor/Security deposit in case of non-compliance of these rule and regulation by the contractor.**

### 9. TOOLS AND PLANTS

The contractor shall provide at his own cost all tools, plants appliances, implements, measuring instruments etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for dewatering of trenches / ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements at his own cost, for water required for carrying of works at sites including curing of CC/RCC works, failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

**10.** As per guidelines issued from CO ND vide letter no. F.No.CA/MMT/3-1/2011-14/ dtd 20.03.2014 and subsequent amendment vide F.No.CA/MMT/10-12/2019/Pt-1 dtd 05.02.2020 action will be taken on the defaulting vendors/ contractors as given below :

### Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)

S.No	Default of the Bidder/Vendor	Action to be taken
A	B	C
	Submitting fake/forged	
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	

S.No	Default of the Bidder/Vendor	Action to be taken
A	B	C
1(a)	and detection of default at any stage from receipt of bids till award of Letter of intent/APO/ issue of PO/WO.	<p>participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies /work &amp; services except to make the already received material work/complete work in hand.</p>
	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 Goods and Services Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO/ Letter of intent</i>	<p>i) Rejection of Bid &amp;</p> <p>ii) Forfeiture of EMD /Action will be taken as per the bid security declaration form</p> <p>iii) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order</p>
	<i>(ii) If detection of default after issue of APO/ Letter of intent but before receipt of PG/ SD (DD, BG etc.)</i>	<p>i) Cancellation of APO/ Letter of intent,</p> <p>ii) Rejection of Bid &amp;</p> <p>iii) Forfeiture of EMD/Action will be taken as per the bid security declaration form</p> <p>iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order</p>

S.No	Default of the Bidder/Vendor	Action to be taken
A	B	C
	<p>(iii) If <i>detection of default after Receipt of PG/ SD (DD, BG etc.)</i> .</p> <p>iv) If <i>detection of default after issue of PO/ WO</i></p>	<p>i) Cancellation of APO/ Letter of intent  ii) Rejection of Bid &amp;  iii) Forfeiture of PG/ SD.  However on realization of PG/ SD amount, shall discharge the declaration given in lieu of bid security EMD  iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order</p> <p>i) Termination/ Short Closure of PO/WO and Cancellation of APO/ Letter of intent  ii) Rejection of Bid &amp;  iii) Forfeiture of PG/ SD.  However on realization of PG/ SD amount, shall discharge the declaration given in lieu of bid security EMD  iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order</p>
	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	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 :	
2	<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>	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.

S.No	Default of the Bidder/Vendor	Action to be taken
A	B	C
3	Non-receipt of acceptance of Letter of intent/APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Action will be taken as per the bid security declaration form
4.1	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.	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.
4.2	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.	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.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/WO/Contract.	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. <b>OR</b> 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.

Note-6: This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.

Sl. No	Default of the Bidder/Vendor	Action to be taken
A	B	C
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).	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; <b>OR</b> 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; <b>and</b> iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . (b) for Quantity in excess of that supplied by Vendor to BSNL. c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including PG & SD etc. and by invoking ' <b>Set off</b> ' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later
	Note-5: The claims may be submitted with or without collusion of BSNL Executive/ employees.	

7	<p>Network Security/ Safety/Privacy:-</p> <p>a. If the vendor tampers with the hardware, software /firmware or in any other way that adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment 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>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required</p>
8	<p>If the vendor/contractor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) 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>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>

8		<p>v) In case of turnkey projects, if the material is inducted in network &amp; 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>
9	<p>In the event of the vendor/contractor, 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>	<p>i) Termination/ Short Closure of the PO/ WO.  ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.  iii) No further supplies are to be accepted except that required to make the already supplied items work.  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).  v) In case of turnkey projects, If the material is inducted in network &amp; 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>



10	If the vendor/contractor does not return/ refuses to return BSNL's dues: a) in spite of order of Arbitrator.	(i) Take action to appoint Arbitrator to adjudicate the dispute. (ii) Termination of contract, if any. (iii) 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. (iv) 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/Goods and Services Tax / 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:	Banning of business for 3 years which implies Barring further dealing with the vendor/contractor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3years from date of issue of banning order.
	(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.	
	(b) If the vendor/contractor / supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	

12	(c) If the vendor/contractor / supplier fails to submit required documents/information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/contractor / supplier.	

**Note 13:** The above penalties will be imposed provided it does not clash with the provision of the respective tender.

**Note 14:-**In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.

**Note 15:** Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC /CAMC which will continue along with settlement of Bills.

**Note 16:** However settle bills for the material received/work completed in correct quantity and quality if pending items/work do not affect working or use of supplied items.

**Note 17:** No further supply/work are to be accepted/executed except that required to make the already supplied/executed items work.

----- END OF SECTION VII -----

**SECTION-VIII**  
**IMPORTANT INSTRUCTIONS**

1. After the work commences the contractor or his authorized representative(s) shall be present at the site. The representative shall be authorized by the Divisional Engineer in charge based on the contractor's request.
2. Work shall be recorded in the site register by the site Engineer. The contractor or his authorized representative shall sign in the site register held by the site Engineer.

**----- END OF SECTION VIII-----**

**SECTION IX  
(PART A)**

**SCOPE OF WORK AND JURISDICTION OF CONTRACT**

**1.1 SCOPE OF WORK**

The scope of the work has been defined in NIT and given again as below-

1. The successful tenderer should not declare any of the tendered item IRREPAIRABLE. Unless or otherwise if it is BURNT and duly certified by the concerned field officer not below the rank of SDE / JTO. The other modules if any declared irreparable, **penalty** will be imposed or repair cost will be recovered, if such modules are got repaired by outside agency other than the tenderer, the entire repair cost will be recovered from the bills/PBG of the tenderer as per the decision of the Head of the SSA/BA/OA.
2. No part or parts of the Power Plants should be lifted without giving proper receipt to the Engineer in Charge SDE of the concerned exchange.
3. All breakdown calls / complaints have to be attended by the firm with utmost promptness.
4. And the successful tenderer should attend the faulty SMPS Modules and bring them into working condition within 48 hours.
5. The successful tenderer should be in a position to repair the Power Plants at site itself. **All the repairs are to be carried out at the site only.**
6. The Tenderer to whom the tender has been awarded, should attend the faults upon getting oral information by us / from the unit officer concerned without waiting for any order in writing. The fault should be attended within 48 hours. The tenderer if attended on oral request he should get the work order immediately from the in charge and also the date of first information received by him should be reflected in the service report. If he fails to attend the repair within 48 hours he can ask in writing for extension of time, with the reasons. Such cases will be examined by AGM(CFA) Plg, O/o GMTD, BSNL, Vijayawada if deemed fit extension of time will be granted otherwise penalty will be levied as per the tender condition.
7. In case of emergency and not attended by the successful tenderer, the work may be awarded to other agency and the cost of repair will be recovered from the tenderer from the bills payable / security deposit as the case may be, in addition to imposition of penalty for delay in repairing.
8. The tenderer should bring all the repairing tools, spares, and man power required for the repair of Power Plants modules at his own cost.
9. If the successful tenderer fails to repair the Power Plant Modules immediately or is found to have repaired with poor quality components or fails to comply with the specifications of the tender terms and conditions to impose the penalty, the tender will be cancelled, the Security deposit will be forfeited to the Bharat Sanchar Nigam Limited, the tenderer is liable to be Black listed and will not be allowed in future tenders of BSNL.
10. Service personnel for Repair of Power Plants Modules are to be made available at any time on any day including holidays.
11. All the Power Plants are spread-over, in the entire Krishna BA .

12. The tenderer should have the infrastructure for repair of Power Plant Modules and submit a proof about the equipment and man power that they possess.
13. The ARC is payable for the faulty unit only, the tenderer has attended and repaired. **The tenderer should also guarantee good working of the repaired Module for a period of 12 months (ONE year) irrespective of the type of the component replaced / nature of repair, from the date of repair.** If the equipment fails in any aspect within the guarantee period, the tenderer should repair / replace the same at his own cost. The cost of the components replaced for repairs will be borne by the tenderer only. For this purpose the security deposit paid by the successful tenderer will be retained until the completion of the guarantee period and will be forfeited to the BSNL if the tenderer does not abide by this condition.
14. After rectification of the fault the module should take full load i.e maximum load of 100%. If the repaired are found defective while testing, the entire bill will be kept pending till repairs are completed for the satisfaction of the unit officer. To this effect a certificate from the concerned in charge not below the rank of SDE is to be obtained.
15. The successful tenderer shall place required No. of Resident Engineers / Technicians at Krishna BA for attending the calls given by the unit officers from time to time, to avoid delay. The successful tenderer has to arrange the service Engineer / Technician to repair the Power Plants immediately on requisition from SDE/Unit officer/In-charge. The service personnel should visit the site and have to attend the faults immediately and sufficient good quality spares should be kept with the service personnel to attend the faults.
16. The tenderer shall be held responsible for any damage(s) / loss (es) to the B.S.N.L., caused due to the negligence of his work force and shall compensate the B.S.N.L., adequately against such losses which will be assessed and determined by the B.S.N.L.
17. The BSNL will have privity of contract with contractor only and will give instructions to him and will have nothing to do with or be connected with the conditions of employment of the workers working for the contractor. The workers engaged by the contractor shall not have any claim against B.S.N.L., for regularization of their services etc., and their engagement shall stand terminated as soon as the work for which the contract is signed and agreed to comes to an end or the contract is rescinded or cancelled or terminated under any other clause of the contract or by operation of any law.
18. No Engineer of gazetted rank or other gazetted officers employed in Engineering or Administrative duties in any Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

**SECTION X**

## Pro-forma of Material Security Bond

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

Dated:.....

**MATERIAL SECURITY BOND FORM**

Whereas.....<Contract awarding authority>(hereinafter referred to as BSNL) Has issued an Award Letter no..... Dated ....../.../20... for awarding the work of Annual Repair Contract (ARC) for repair of Power Plant (PP) control cards & Power Plant Modules of all makes and models in Krishna BA for the year 2024-25 to M/s..... (hereafter referred to as "Contractor") and the BSNL has asked them to submit a bank guarantee, towards material security, in favour of The CGMT,AP CO, BSNL BHAVAN,Vijayawada of Rs. ....../- (hereafter referred to as "BG. Amount") valid up to ...../.../20... hereinafter referred to as "Validity Date"). Now at the request of the Contractor, We..... Bank ..... Branch having ..... (Address) and Regd office address as ..... (Hereinafter called „the Bank") agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL,the Contractor 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 BG 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.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Contractor 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 Contractor 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 Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.
3. 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.
4. 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 Contractor and to forbear 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 Contractor or through any forbearance, act or omission on part of BSNL or any indulgence by BSNL to Contractor 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.
5. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the BG 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

DFA/914349

shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through DD/Banker's Cheque/RTGS in favour of AO (Cash), O/o CGMT, BSNL BHAVAN, VIJAYAWADA.

7. 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.....

----- END OF SECTION X -----

**Format 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 AO(Cash) O/o CGMT BSNL Vijayawada (Hereafter referred to as BSNL) for participation in the tender of work of ..... vide tender no. Now at the request of the Bidder, We Bank ..... Branch having .....(Address) and Regd. Office address as ..... (Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:

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



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



5. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the PBG 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. 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, O/o CGMT, BSNL BHAVAN, Vijayawada-520004.

6. 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.....

**SECTION - XI**

**PROFORMA OF AGREEMENT**

**The successful tenderer shall have to execute the following agreement;**

NIT No: ..... Dated: .....

LOI No: ..... Dated: .....

This agreement made on this \_\_\_ day of (month) \_\_\_\_\_ (year) \_\_\_\_\_ between M/s \_\_\_\_\_ herein after called "The Contractor" ( which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & Chairman & Managing Director, BSNL through <Tender Issuing Authority> herein after referred to as BSNL, of other part.

Where as the contractor has offered to enter into contract with the BSNL for the execution of work of Annual Repair Contract (ARC) for repair of Power Plant (PP) control cards & Power Plant Modules of all makes and models in Krishna BA for the year 2024-25 on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary Security deposits, as mentioned below, have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the Security deposits.

- a) PBG No: ..... for Rs. .... Issued by (Bank)
- b) Material Security BG No: ..... for Rs. .... Issued by (Bank)

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

1) The contractor shall, during the period of this contract that is to say from.....  
 .....to .....or completion of work for Rs.  
 \_\_\_\_\_(In words)\_\_\_\_\_ whichever is  
 later until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses for repair of Power Plant (PP) control cards & Power Plant Modules of all makes and models in Krishna BA & associated works as described in tender documents(annexed to the agreement), when the Tender Issuing Authority or any other persons authorized by Tender Issuing Authority in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings,

DFA/914349

work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.

3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.

4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.

5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the Contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present herein set their respective hands and seals the day and year in \_\_\_\_\_

Above written:

Signed sealed &  
Delivered by The above  
named Contractor in  
The presence of.

Witness:

- 1.
- 2.

Signed & Delivered on  
behalf of BSNL by  
the

Witness:

- 1.
- 2.

----- END OF SECTION XI -----

**SECTION – XII (PART-A)**  
**STANDARD SCHEDULE OF RATES**

Section No.	Type of the Work	No of Modules	Estimated Cost per meter (in Rs.) (W/O GST)
1	ARC for repair of 25A Power Plant Modules of all makes and models in Krishna BA	502	3500
2	ARC for repair of 50A Power Plant Modules of all makes and models in Krishna BA	8	3500
3	ARC for repair of 100A Power Plant Modules of all makes and models in Krishna BA	56	6700
4	ARC for repair of 200A Power Plant Modules of all makes and models in Krishna BA	39	6700
5	ARC for repair of Power Plant Control cards of all makes and models in Krishna BA	211	10000

Note- Above Standard Schedule of Rates are inclusive of all taxes and levies but exclusive of GST. GST shall be paid extra as applicable to the GST registered contractors.

----- END OF SECTION XII

**SECTION XIII**

Deleted

**END OF SECTION XIII**

Section XIV

ANNEXURE-A

NEAR RELATIONSHIP CERTIFICATE

1. The tenderer or his staff shall not be a working officer/official of the BSNL. The near relatives of all BSNL executive in the concerned territorial circle or non-executive employees working in the concerned BA of the territorial circle in which the work is stipulated under this contract either directly recruited or on deputation are prohibited from participation in this tender. 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) & daughter's husband (son-in-law) brother(s) & brother'swife, sister(s) & sister's husband (brother-in-law).
  
2. **The tenderer (s) should give a certificate to the effect that none of his/her relatives asdefined above are working in the BA/Territorial Circle in which the work is stipulated under this contract.** In case of proprietorship firm, the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in caseof limited company by all Directors of the Company. Any breach of these conditions by thecompany or firm or any other person, the tender work will be cancelled and earnest money /Security deposit will be forfeited at any stage whenever it is noticed. The BSNL will notpay any damages to the company or firm or concerned person. The company or firm or theperson may also be debarred for further participation in the concerned unit.

CERTIFICATE

I.....S/o.....

R/o.....

Here by certify that none of my relative(s) as defined above is/are employed in the BA/Territorial Circle in which the work is stipulated under this contract. 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"

DATE\_\_\_\_\_

SIGNATURE OF TENDERER WITH SEAL



Non-Black listing declaration  
(To be given on Company Letter Head)

Date:

To,

-----

-----

-----

Sub: Declaration for Non-Blacklisting-Reg

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: .....

-----

-----

-----

Dear Sir,

We hereby declare that we are not black listed by any Central/ State Government/ agency of Central/ State Government of India / Public Sector Undertaking/any Regulatory Authorities in India/BSNL/ MTNL/ TCIL/ ITI/RITES/HCL/PGCIL/RailTel/GST/any other TSP/ISP for any kind of fraudulent activities.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Section XIV  
ANNEXURE-C  
CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

S.No (A)	Clause (B)	Compliance (C)
1	All clauses of Scope of the work of Section-IX	
2	All clauses of Schedule of Requirements (SOR) of Section-XII	
3	All clauses of General Commercial Conditions of Section-V	
4	All clauses of Special Commercial Condition of Contract of Section-VII	

- i) The clause-by-clause compliance statement should be given as per clause 11.2 of Section-4 Part A and clause 31.1 of Section-4 Part A.
- ii) The bidder should mention **'FULLY COMPLIED'** in the column 'C' above; otherwise a statement of deviation may be submitted as per clause 11.2 of Section-4 Part A and clause 31.1 of Section-4 Part A.

ANNEXURE-D  
NO DEVIATION STATEMENT

S.No (A)	Clauses (B)	Compliance (C)
1	All clauses of Scope of the work of Section-IX	
2	All clauses of Schedule of Requirements (SOR) of Section-XII	
3	All clauses of General Commercial Conditions of Section-V	
4	All clauses of Special Commercial Condition of Contract of Section-VII	

- i) The 'No deviation statement' should be given as per clause 11.2 of Section-4 Part A and clause 31.1 of Section-4 Part A.
- ii) The bidder should mention **'NO DEVIATION'** in the column 'C' above; otherwise a statement of deviation may be submitted as per clause 31.1 section-4 Part A.

**ANNEXURE-E**

**UNDERTAKING & DECLARATION**

For understanding the terms & condition of Tender & Specification of work

**a) Certified that:**

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

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

**b) The Tenderer hereby covenants and declares that:**

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

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

Date: .....

Signature of TendererPlace:

.....

Name of Tenderer .....

Along with date & Seal

**END OF SECTION XIV**

**----- END OF SECTION XIV ----**

**Section XV**

**Annexure-B**

**Proforma for Experience Certificate**

Name and address of the issuing office
--

No: \_\_\_\_\_ Dated \_\_\_\_\_

Subject: Experience certificate for repair of Power Plant (PP) control cards & Power Plant Modules of all makes and models.

It is certified that M/s \_\_\_\_\_

having office at \_\_\_\_\_

whose Proprietor(s)/Partner(s)/Director(s) are \_\_\_\_\_

\_\_\_\_\_

have successfully carried out repair of Power Plant (PP) control cards & Power Plant Modules of all makes and models for the amount mentioned hereunder. It is certified that these amounts have been paid to the above mentioned contractor.

S.N.	Period during which payments Made		Contract No(s).	Amount paid (In Rs.)
	From	To		
1.	01-04-YYYY	31-03-YYYY+		

AGM/AO/DDO/ Equivalent Officer responsible for  
Maintaining contractor's Ledger  
Signature of office seal

**----- END OF SECTION XV -----**

**Section XVI**

**Annexure-C**

**Declaration about Genuineness of Documents/Certificates**

(to be duly filled, signed, stamped, scanned and submitted  
with other documents as per clause-7 of  
Section-IV)

I/We..... hereby  
declare that the information furnished in the bid in response to the NIT No. -----

-----is true and correct. I/we verify the genuineness and correctness of all documents, including experience certificates attached with the bid submitted electronically or as a hard copy. Further I also declare that I have submitted the tender document digitally signed, without any additions/deletions/modifications, as a token of having read, understood and accepted the terms and conditions therein. I am also aware that I shall be held responsible in case any document attached is found false/forged/fabricated/tempered/manipulated at any stage and the BSNL is fully competent to take any action against me/my firm as deemed fit in accordance with the terms and conditions of the contract and law of the land.

Place: Signature of tenderer / Authorized signatory.....

Date: Name of the tenderer.....

Seal of the tenderer

**----- END OF SECTION XVI -----**

**SECTION XVII**

deleted

**----- END OF SECTION XVII ----**

**SECTION XVIII**

deleted

**----- END OF SECTION XVIII -----**

**SECTION XIX****Schedule of quantities stipulated under this tender and rates**

**Section-78 (Sub section 1a & 1b) : Section Wise Schedule of Quantities and Estimation of Cost Works put to Tender Name : Annual Repair Contract (ARC) for repair of 25A & 50A Power Plant Modules of all makes and models in Krishna BA for the year 2024-25.**

1	NIT No and Date	<b>NIT No APCO-23/11(13)/18/2024-MM IT CFA/16 DATED 09/05/2024</b>											
2	Name of the work	Annual Repair Contract (ARC) for repair of 25A & 50A Power Plant Modules of all makes and models in Krishna BA											
3	Name of Section	Annual Repair Contract (ARC) for repair of 25A & 50A Power Plant Modules of all makes and models in Krishna BA											
4	Section Number	1 (Sub section <b>1a &amp; 1b</b> )											
5	No of PP Modules	510											
6	Estimated cost (inclusive of GST)	Rs 21,06,300/-											
7	Time Period	48 Hrs											
8	Schedule of Estimated Rate	<table border="1"> <thead> <tr> <th>Type of Work</th> <th>No of Modules</th> <th>Estimated Rate per module (in Rs.) (exclusive of GST)</th> </tr> </thead> <tbody> <tr> <td>Repair of 25A Power Plant Modules of all makes and models</td> <td>502</td> <td>3500</td> </tr> <tr> <td>Repair of 50A Power Plant Modules of all makes and models</td> <td>8</td> <td>3500</td> </tr> </tbody> </table>			Type of Work	No of Modules	Estimated Rate per module (in Rs.) (exclusive of GST)	Repair of 25A Power Plant Modules of all makes and models	502	3500	Repair of 50A Power Plant Modules of all makes and models	8	3500
Type of Work	No of Modules	Estimated Rate per module (in Rs.) (exclusive of GST)											
Repair of 25A Power Plant Modules of all makes and models	502	3500											
Repair of 50A Power Plant Modules of all makes and models	8	3500											

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Signature of the bidder



**SECTION XIX****Schedule of quantities stipulated under this tender and rates**

**Section-79 (Sub section 2a & 2b): Section Wise Schedule of Quantities and Estimation of Cost Works put to Tender Name : Annual Repair Contract (ARC) for repair of 100A & 200A Power Plant Modules of all makes and models in Krishna BA for the year 2024-25.**

1	NIT No and Date	<b>NIT No APCO-23/11(13)/18/2024-MM IT CFA/16 DATED 09/05/2024</b>											
2	Name of the work	Annual Repair Contract (ARC) for repair of 100A & 200A Power Plant Modules of all makes and models in Krishna BA											
3	Name of Section	Annual Repair Contract (ARC) for repair of 100A & 200A Power Plant Modules of all makes and models in Krishna BA											
4	Section Number	2 (Sub section <b>2a &amp; 2b</b> )											
5	No of PP Modules	95											
6	Estimated cost (inclusive of GST)	Rs 7,51,070/-											
7	Time Period	48 Hrs											
8	Schedule of Estimated Rate	<table border="1"> <thead> <tr> <th>Type of Work</th> <th>No of Modules</th> <th>Estimated Rate per module (in Rs.) (exclusive of GST)</th> </tr> </thead> <tbody> <tr> <td>Repair of 100A Power Plant Modules of all makes and models</td> <td>56</td> <td>6700</td> </tr> <tr> <td>Repair of 200A Power Plant Modules of all makes and models</td> <td>39</td> <td>6700</td> </tr> </tbody> </table>			Type of Work	No of Modules	Estimated Rate per module (in Rs.) (exclusive of GST)	Repair of 100A Power Plant Modules of all makes and models	56	6700	Repair of 200A Power Plant Modules of all makes and models	39	6700
Type of Work	No of Modules	Estimated Rate per module (in Rs.) (exclusive of GST)											
Repair of 100A Power Plant Modules of all makes and models	56	6700											
Repair of 200A Power Plant Modules of all makes and models	39	6700											

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Signature of the bidder

**SECTION XIX****Schedule of quantities stipulated under this tender and rates**

**Section-3: Section Wise Schedule of Quantities and Estimation of Cost of Works put to Tender Name : Annual Repair Contract (ARC) for repair of Control cards of all makes and models in Krishna BA for the year 2024-25.**

1	NIT No and Date	<b>NIT No APCO-23/11(13)/18/2024-MM IT CFA/16 DATED 09/05/2024</b>								
2	Name of the work	Annual Repair Contract (ARC) for repair of Control cards of all makes and models in Krishna BA for the year 2024-25.								
3	Name of Section	Annual Repair Contract (ARC) for repair of Control cards of all makes and models in Krishna BA for the year 2024-25.								
4	Section Number	3								
5	No of Power plant Control cards	211								
6	Estimated cost (inclusive of GST)	Rs 24,89,800/-								
7	Time Period	48 Hrs								
8	Schedule of Estimated Rate	<table border="1"> <thead> <tr> <th>Type of Work</th> <th>No of Modules</th> <th>Estimated Rate per Control cards (in Rs.) (exclusive of GST)</th> </tr> </thead> <tbody> <tr> <td>Repair of Power plant Control cards of all makes and models</td> <td>211</td> <td>10,000/-</td> </tr> </tbody> </table>			Type of Work	No of Modules	Estimated Rate per Control cards (in Rs.) (exclusive of GST)	Repair of Power plant Control cards of all makes and models	211	10,000/-
Type of Work	No of Modules	Estimated Rate per Control cards (in Rs.) (exclusive of GST)								
Repair of Power plant Control cards of all makes and models	211	10,000/-								

**SECTION XX**  
**Financial Bid**  
**Schedule for Quoting the Rates**

To,  
**The AGM(Tenders),**  
**O/o CGMT**  
**BSNL Bhavan Vijayawada**

**Sub:** Our bid for **Section- 1 (Sub section 1a & 1b):** Annual Repair Contract (ARC) for repair of 25A & 50A Power Plant Modules of all makes and models in Krishna BA -Reg

No of Modules: **510**

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc. detailed in the Tender Lr.No. APCO-23/11(13)/18/2024-MM IT CFA/16 DATED 09/05/2024 , we the under signed offer to execute the Annual Repair Contract (ARC) for repair of 25A & 50A Power Plant Modules of all makes and models in Krishna BA spread over entire Krishna BA in this tender in conformity with the said specifications and conditions of contract, at the percentage (below / at par/ above) on route wise schedule of quantities and estimation of cost of works put to tender mentioned in the tender document (Section-XIX) quoted as under:

- I. Repair of 25A & 50A Power Plant Modules of all makes and models: Rs. **3500/-** Per PP Module (exclusive of GST)

**BELOW: In figure .....** %

**In words.....**percent

**OR**

AT PAR: In words .....

**OR**

ABOVE: In figure .....

**In words.....**Percent

*Note:* 1.Tenderer should quote the rates keeping in view that quoted rates are inclusive of all charges and levies but exclusive of Goods & Service tax (GST). Goods & Servicetax (GST) will be paid extra, as applicable.

2. Repair of 25A & 50A Power Plant Modules of all makes and models at SOR Rates prefixed, if our Bid is accepted we shall submit the securities as per the conditions mentioned in the tender document.

3. We agree to abide by this bid for a period of 180 days from the date of opening of qualifying bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated...../...../.....

Signature of the tenderer.....

Name of Tenderer.....

**81**

Signature of the bidder

**SECTION XX**  
**Financial Bid**  
**Schedule for Quoting the Rates**

To,  
**The AGM(Tenders),**  
**O/o CGMT**  
**BSNL Bhavan Vijayawada**

**Sub:** Our bid for **Section- 2 (Sub section 2a & 2b):** Annual Repair Contract (ARC) for repair of 100A & 200A Power Plant Modules of all makes and models in Krishna BA for the year 2024-25-Reg No of Modules: **95**

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc. detailed in the Tender Lr.No. APCO-23/11(13)/18/2024-MM IT CFA/16 DATED 09/05/2024, we the under signed offer to execute the “Annual Repair Contract (ARC) for repair of 100A & 200A Power Plant Modules of all makes and models in Krishna BA for the year 2024-25” spread over entire Krishna BA in this tender in conformity with the said specifications and conditions of contract, at the percentage (below / at par/ above) on route wise schedule of quantities and estimation of cost of works put to tender mentioned in the tender document (Section-XIX) quoted as under:

**I.** Repair of 100A & 200A Power Plant Modules of all makes and models: Rs.6700/- Per PP Module (exclusive of GST)

**BELOW: In figure ..... %**  
**In words.....percent**  
**OR**  
**AT PAR: In words .....**  
**OR**  
**ABOVE: In figure ..... %**  
**In words... Percent**

- Note:* 1.Tenderer should quote the rates keeping in view that quoted rates are inclusive of all charges and levies but exclusive of Goods & Service tax (GST). Goods & Servicetax (GST) will be paid extra, as applicable.  
2. Repair of 100A & 200A Power Plant Modules of all makes and models at SOR Rates prefixed, if our Bid is accepted we shall submit the securities as per the conditions mentioned in the tender document.  
3. We agree to abide by this bid for a period of 180 days from the date of opening of qualifying bid and it shall remain binding upon us and may be accepted at any timebefore the expiry of that period.

Dated...../...../...../

Signature of the tenderer.....  
Name of Tenderer.....

**SECTION XX**  
**Financial Bid**  
**Schedule for Quoting the Rates**

To,  
**The AGM(Tenders),**  
**O/o CGMT**  
**BSNL Bhavan Vijayawada**

**Sub:** Our bid for **Section-3:** Annual Repair Contract (ARC) for repair of Power Plant Control cards of all makes and models in Krishna BA for the year 2024-25-Reg  
No of Power Plant Control cards: **211**

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc. detailed in the Tender Lr.No. APCO-23/11(13)/18/2024-MM IT CFA/16 DATED 09/05/2024, we the under signed offer to execute the "Annual Repair Contract (ARC) for repair of Power Plant Control cards of all makes and models in Krishna BA for the year 2024-25" spread over entire Krishna BA in this tender in conformity with the said specifications and conditions of contract, at the percentage (below / at par/ above) on route wise schedule of quantities and estimation of cost of works put to tender mentioned in the tender document (Section-XIX) quoted as under:

- J.** Repair of Power Plant Control cards of all makes and models: Rs.10,000/- Per Power Plant Control card (exclusive of GST)

**BELOW: In figure .....** %

**In words.....**percent

**OR**

**AT PAR: In words .....**

**OR**

**ABOVE: In figure .....** %

**In words.....**Percent

*Note:* 1.Tenderer should quote the rates keeping in view that quoted rates are inclusive of all charges and levies but exclusive of Goods & Service tax (GST). Goods & Servicetax (GST) will be paid extra, as applicable.

2. Repair of 100A & 200A Power Plant Modules of all makes and models at SOR Rates prefixed, if our Bid is accepted we shall submit the securities as per the conditions mentioned in the tender document.

3. We agree to abide by this bid for a period of 180 days from the date of opening of qualifying bid and it shall remain binding upon us and may be accepted at any timebefore the expiry of that period.

Dated...../...../.....

Signature of the tenderer.....

Name of Tenderer.....

**ANNEXURE - 1**  
**DEED OF INDEMNITY**

This **DEED OF INDEMNITY** is executed on this day ....., by <<**Name of the Bidder**>>, a company/ firm registered under the.....(Applicable acts, as the case may be) (hereinafter referred to as the **Bidder**) and having its registered office at <<Address of the Bidder>> acting through << Authorized Signatory>> is hereinafter, for the purposes of this Deed of Indemnity.

**TO AND IN FAVOUR OF**

**Bharat Sanchar Nigam Limited**, through the ..... BSNL Office (hereinafter referred to as the **Purchaser** which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) **on the Other Part.**

**WHEREAS**

(a) ..... The Purchaser had invited bids *vide* their Tender Enquiry No.....(hereinafter referred to as 'Tender') for the purpose of.....

(b) The Bidder had submitted its bid/ proposal dated (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.

(c) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

**NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:**

1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:

a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub- contractor in the process of fulfillment of required obligations during contract period.

b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:

I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.

II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to

the poor quality or non-compliance of the products/services to the respective specifications.

III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.

1. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.

2. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.

3. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.

4. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

**(Authorized Signatory)**

**Date:**

**Place:**

**<< Name of the Bidder >>**

**Witness 1:**

**Witness 2:**

**ANNEXURE-2**  
**CHECK LIST FOR THE BIDDERS**

Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal, as per the eligible bidder's criteria. Offer is liable to be rejected, if enclosed documents are not authenticated.

**Documents forming part of the bid: -**

Sl. No.	DOCUMENTS	Submitted / Not Submitted (If Not Applicable, reason in brief)
1	<p>Cost of the tender document (___/-)or A proof regarding valid registration with body specified by Ministry of Micro, Small &amp; Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate &amp; MSME Certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.</p>	
2	<p>Bid Security in the form of Bank Guarantee for ₹ _____/- valid up to 180 days from the date of tender opening. Or A proof regarding valid registration with body specified by Ministry of Micro, Small &amp; Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate &amp; MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.</p>	
3	<p>Scanned copy of <b>Bid Form in Section-II</b> duly filled up and signed &amp; <b>Price Schedule in Section-XX</b> to be filled online only and signed.</p>	
4	<p>Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship:</p> <ul style="list-style-type: none"> <li>➤ The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.</li> <li>➤ Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company. Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.</li> </ul>	
5	<p>Scanned copy of Registered Power of Attorney (duly registered with sub registrar)/Resolution of Board of Directors, authorizing individual(s) including the person with whose DSC the tender is</p>	



	submitted on e-tendering portal (if and as applicable) as per Clause no. 11.3 of <b>Section-IV</b> .	
6	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document.(In case of Company/Institution/Body Corporate)	
7	Scanned copy of the Experience Certificate(s) as per clause 2 of Section -I in the prescribed pro-forma(Annexure-B of Section XV)	
8	Scanned copy of 'No Deviation' statement & Clause-by-Clause compliance statement as per Section XIV, Annexure-C & D respectively.	
9	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
10	Signed tender document on each and every page without any alternation/ digitally uploaded in PDF format with digital signature of the authorized signatory on the document without any alternation	
11	Scanned copy of Near Relationship Certificate as per Section XIV, Annexure-A	
12	A self- declaration along with the evidence that the bidder is not black listed by GST/BSNL authorities and MTNL/TCIL/ITI/RITES/HCL/PGCIL/RailTel/ any other Govt(Central/State) undertaking/ any other TSP/ISP as the case may be as per Section XIV, Annexure-B.	
13	Letter of Authorization to attend Bid opening event	
14	Valid PAN Card	
15	Valid Goods and Services Tax Registration Certificate (s)	
16	Undertaking and Declaration as per Section XIV, Annexure-E duly filled up and signed	
17	Tenderer's/Bidder's Profile as per <b>Section-III</b> duly filled up and signed.	
18	Indemnity Bond as per Annexure-1.	
19	Client certificates issued to the consortium partner (s).	
20	Scanned copy of the valid EPF Registration Certificate.	
21	Scanned copy of the valid ESI Registration Certificate.	
22	Scanned copy of the valid GSTIN Registration Certificate.	
23	Scanned copy of Documents related to financial capabilities of the bidder as per clause 7.9 of Section -IV "Solvency certificate from the banker of the tenderer: <i>For works costing up to Rs. 20 lakhs-solvency certificate should be of Rs. 5 lakhs; For works costing more than 20 lakhs- solvency certificate should be of Rs. 10 lakhs. <b>The solvency certificate shall not be older than 12 months from the date of issue of NIT.(or) last three years audited financial statements duly certified by</b></i>	

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Signature of the bidder

	<i>CA should be submitted and last three financial years cumulative turnover must be greater than equal to Total estimated cost of Tender.”</i>	
24	Signed tender document on each and every page without any alternation/ digitally uploaded in PDF format with digital signature of the authorized signatory on the document without any alternation	
25	Scanned copy of duly completed Declaration about Genuineness of Documents/Certificates as per Annexure-C.	
26	Scanned Copy of Income Tax Returns for Last 3 Years(2020-2021, 2021-2022, 2022-2023	
27	Client certificates issued to the consortium partner (s).	
28	Any other supporting documents asked for in bid document.	