



BHARAT SANCHAR NIGAM LIMITED
O/o THE CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR -492007

BID DOCUMENT

E-TENDER FOR REPAIRING OF 100A /50A/ 25A SMPS POWER PLANT MODULE UNDER RAIPUR BA

NIT No.: CGCO-MM/11/26/2024-MM BSNL CG CO / **Dated** 13-12-2024

1	Date of Start for tender downloading:	At 17:30Hrs on 13.12.2024
2	Last Date and time for downloading:	UP TO 11:30Hrs of 03.01.2025
3	Last Date & Time for Submission (Online)	Up to 11:30Hrs on Dated 03.01.2025
4	Last Date & Time for Submission (Offline)	Should be submitted any date on or before bid submission end date or within 5 days after online bid submission end date
5	Date of Opening :	At 12:00 Hrs on Dated 04.01.2025

Read this tender document thoroughly

कृपया टेंडर डॉक्यूमेंट को ध्यान से पढ़ें

Only tender submitted online will be accepted

website :(www.etenders.gov.in)

Note: Kindly See All Clarification / Corrigendum on Website & Read Carefully Before Submission Of Bid & Ensure That All Documents Submitted Are Fully Authenticated By The Authorized Signatory

website :(www.etenders.gov.in) & www.chhattisgarh.bsnl.co.in

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprises)

TABLE OF CONTENTS

Section	Content	Page No.
I.PART-A	Notice Inviting Tender	3-6
I.PART-B	PROVISION OF EDUCATIONAL ORDER	7-8
II	Tender Information	9-11
III PART-A	Bid Form	12
III.PART-B	Tenderer's Profile	13
IV.	Instructions to Bidders	14-24
V.	General (commercial) conditions of The contract	25-35
VI.	Special conditions of the contract	36-38
VII.	Scope of work and jurisdiction of Contract	39-40
VIII.	Agreement	41-43
IX.	Letter of Authorization for attending Bid opening	44
X.	UNDERTAKING & DECLARATIONS	45-48
XI.	Affidavit	49-52
XII.	Performance Security Bond	53
XIII.	FINANCIAL BID DOCUMENT	54-55
XIV.	Business Banning Conditions	56
XV	Proforma for Complaint Form	57
XVI	Details of Nodal Repair Centre & Contact Person (Annexure I)	58
	Annexure II	59
	CHECK LIST-1 (To be filled by all Bidders except Educational Bidder)	60
	CHECK LIST-2 (To be filled by Educational Bidder Only)	61
	Master Vendor Form	62-63

SECTION-I
PART A

Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)

OFFICE OF CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR -492007

NOTICE INVITING TENDER

E- Tender is invited for and on behalf of BSNL by the *CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR* from the eligible and experienced contractors for the following works:

1	Name of Work	E-TENDER FOR REPAIRING OF 100A /50A/ 25A SMPS POWER PLANT MODULES UNDER RAIPUR BA				
2	Tender No	CGCO-MM/11/26/2024-MM BSNL CG CO Dated 13-12-2024				
3	Validity of tender offer	180 days from tender opening date .				
4	Business Area (BA) /details of work	Raipur BA				
5	Zone	Power Plant Module Make	Power Plant Module Capacity	Tender Cost In Rs	EMD (2.5 % of Tender Cost+18% GST) In Rs	Tender Fee in Rs
	Zone 1 (Raipur OA)	ITI/HECL/ Ador/Dyna /Delta/Eltek/Exicom	100A/50A/25A	17,82,700/-	52,590/-	590.00
	Zone 2 (DURG OA)	ITI/HECL/ Ador/Dyna /Delta/Eltek/Exicom	100A/50A/25A	11,49,400/-	33,907/-	590.00
6	Experience	<p>Bidders should have experience of having successfully completed orders in single/multiple contracts in last 7 (seven) financial years in Central / State Govt. Organization / PSU should be one of the following: -</p> <p>Three completed works costing and each not less than the amount equal to 40% of the Estimated TENDER cost.</p> <p style="text-align: center;">OR</p> <p>Two completed works costing and each not less than the amount equal to 50% of the estimated TENDER cost.</p> <p style="text-align: center;">OR</p> <p>One completed works costing not less than the amount equal to 80% of the estimated TENDER cost.</p> <p>Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.</p>				
7	Procurement of Tender Document :	<p>Tender document can be obtained by downloading it from the website www.chhattisgarh.bsnl.co.in Tender link. The official copy of tender document for participating in e-tender shall be available for downloading from (www.etenders.gov.in) from 13-12-2024,17:30 Hrs</p> <p>(1) The bidders downloading the tender document are required to submit the tender fee amount of Rs. 590/- (Rs Five Hundred Ninety Only) each zone Through Demand Draft along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The Demand Draft shall be drawn from any Nationalized/ Scheduled Bank in favour of AO (A&B), BSNL, O/o CGMT CG CIRCLE RAIPUR payable at RAIPUR Chhattisgarh-492007.</p> <p>(2) The tender documents shall be issued free of cost to eligible bidders on production of requisite proof in respect of valid certification from competent authority for the tendered item of exemption.</p> <p>(3) Fee for Tender document is neither transferable nor refundable.</p>				
8	Availability of	The tender document shall be available for downloading be uploaded On line on portal				

	Tender Document & of submission of On line Tender	(www.etenders.gov.in) from 13-12-2024 ,17:30 Hrs on wards up to 11:30 Hrs. of 03-01-2025
9	Time and last Date of submission of Off line Tender	All required document should be submitted to AGM (MM), O/o THE CHIEF GENERAL MANAGER, BSNL CHATTISGARH CIRCLE , KHAMHARDIH, RAIPUR any date on or before bid submission end date or within 5 days after online bid submission end date.
10	Online opening of Tender Bids:	12:00 Hrs, on 04.01.2025 Note: In case the date of opening of bid is declared to be a holiday, the date of opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening
11	Place of opening of Tender bids:	Authorized representative of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at the O/o OFFICE OF THE CHIEF GENERAL MANAGER, Chhattisgarh CIRCLE, RAIPUR-492007 where BSNL's Tender Opening officers would be conducting through online E-Tender.
12	Bid Security/ EMD:	The bidder shall furnish the bid EMD in one of the following ways:- (1)EMD as mentioned at sl no-5 section-I of NIT above should be submitted through Demand Draft/ Banker's cheque along with the tender bid (If applicable), failing which the tender bid shall be left unopened / rejected. The Demand Draft shall be drawn from any Nationalized/ Scheduled Bank in favor of AO (A&B), O/o CGMT BSNL RAIPUR payable at RAIPUR Chhattisgarh-492007. (2) The bidders will be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from competent authority for the tendered item. (3) The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected. (4) The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for Repairing of Power Plant Module or similar work, valid on the date of opening of the EOI. The scope of area of the above MSE registered bidders. (5) bid security may be forfeited: (i) If the bidder withdraws his bid during the period of bid validity as in this document or (ii) In the case of successful bidder, if the bidder fails: a) to sign the contract on allocation of work or b) to furnish performance security as required herein
13		Tender document are available on the portal mentioned on DNIT only. Physical copy of the tender document would not be available for sale.
14		The Tender document shall not be available for download on its submission/ closing date.
15		CGMT CG CIRCLE RAIPUR reserves the right to accept or reject any or all the tender bids without assigning any reason. He is not bound to accept the lowest tender. BSNL also reserves the right to pre-pone or postpones the tender without assigning any reason whatsoever and without any notice to anyone.
16		Not readable, Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.
17		All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
18		The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of +25% to -25% of specified quantity at the time of award of work order or during the agreement period at the same rates, terms and conditions. BSNL reserves the right to increase/ decrease the quantity individually or combined.
19		Tender received after expiry date and time will not be accepted.
20		THE CGMT, CG CIRCLE RAIPUR reserves the right to award the works to more than one participated bidder as per BSNL procurement policy and CVC guidelines also, if required in the interest of the department.
21		The CGMT, CG CIRCLE RAIPUR reserves the right to black list the contractor with cancellation of the tender / termination of contract and forfeiture the EMD/SD; if contractor submitted documents (certificates) found false /Fake during the tender opening period and later on date and found in any illegal activity or any such activity which is, in contravention to the general policy, statutory provision, rules, regulation as announced or declared or published by any competent authority.

22	If any of the information furnished by the tenderer is found incorrect at any point this contract tender is liable to be terminated without giving any notice and his bid security will be forfeited and tenderer will be black listed.	
23	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(d) Deleted.</p> <p>(e) In case the representative of bidder company who uploads the document on e-tender portal using his Digital Signature Certificate (DSC) is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the 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 authorized signatory for the bid.</p>	
24	If the work can not be completed by L1 bidder within the stipulated time, then it will be awarded to the next approved bidder at L1 price.	
25	MSE/NSI C Vendors	MSE/NSIC bidders registered for similar items may claim exemption from payment of tender fees, EMD /Bid Security. The bidder shall furnish a certificate/ documentary proof in respect of registration clearly showing it's validity as on date of opening of the bid along with the bid. Moreover, they should also produce documentary evidence showing that the firm is MSE/NSIC registered for the items& category i.e. "SMPS POWER PLANT MODULE repair work" or similar work. Failure to comply this provision shall result in summarily rejection of the bid.

27. ELIGIBILITY CONDITIONS :

- i. Tender Fee as per clause no 7 of section-1.
- ii. EMD as per clause no 12 of Section I.
- iii. Bid form as per Section-II and Bidders profile as per Section-III of tender document duly filled in should be uploaded online separately.
- iv. Registration of Firm : Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship:
 - The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.
 - 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.
- v. Original "Power of Attorney" in case person other than the Bidder is signed the documents. The power of attorney should be for specific work (**mentioning the NIT no.) in non judicial stamp paper**. General power of attorney is not accepted. Tender is liable to be rejected if power of attorney is not submitted accordingly/ **Self declaration if not applicable**.
- vi. **Near Relationship Certificate**, in case of proprietorship firm the certificate will be given by the proprietor, **for partnership firm /Company** the certificate will be given by **the authorized Person** & declare that none(All Partners/All Directors including himself/herself) of his/her near relative is employed in BSNL **format** Section X(B) **separately**. For details, please refer section-V clause-19 under GCC.
- vii. **Experience Certificate** as mentioned in Clause 6 of Section-I (NIT). Bidder performance must be satisfactory in respect of all works awarded to them in last financial year. A Satisfactory performance certificate signed by BA head (In Case of BSNL)/Experience certificate

- issuing authority/Head of office and having details of work for which experience certificate is/are issued , must be submitted by bidder.
- viii. Copy of valid PAN Card (in case of Sole Proprietorship, PAN No of proprietor required , In case of Partnership firm/company, PAN No of firm /company is required)
 - ix. Income-tax Return filed copy (FY: 2020-21 ,2021-22,2022-23)
 - x. Copy of Valid ESI registration Certificate.
 - xi. Copy of Valid EPF registration Certificate.
 - xii. Valid GST Registration Certificate (PAN based) and self-declaration along with evidence that bidder is not Black-listed by GST authorities.
 - xiii. An Affidavit is to be given by the Proprietor/Partner's / Directors duly Notarized in Non-Judicial Stamp Paper/E-Stamp Paper worth Rs.100.00 or more as per format at Section XI. (Duly Self Attested And Notarized).
 - xiv. Tender document digitally signed/ink signed with seal on each & every page should be uploaded online through e-tender portal: www.etenders.gov.in without any corrections, deletion and overwriting in original. Tender is liable to be rejected if Filled Tender Documents are not submitted accordingly.
 - xv. Attested copy of Valid Turn over Certificate Issued by a Chartered Accountant. Average Annual Financial Turn Over during the last 3 financial years should be at-least **40%** of estimated tender cost.
 - xvi. Scanned copy of Solvency certificate from the nationalized/scheduled bank of the bidder of amount **30% of estimated tender cost. for which zone applied. The solvency certificate shall not be older than 6 (SIX) months from the date of issue of NIT.**

Note:-

- 1. All online documents should be submitted Original (Scanned) and digitally signed or ink signed with seal in case of xerox copy. Bid will be rejected if online documents are not submitted as mentioned above.**
- 2. Separate Financial BID documents need to be submitted by bidder for participation in Zone-1 and Zone-2. The bidder can quote for all the zones separately.**
- 3. In case of bidding for multiple Zones, one Cumulative EMD and Tender fee amount for all the Zones, for which bids have been submitted, shall be accepted. Bidder will have option to apply in all Zones or Zone of their choice.**
- 4. Evaluation of the tender will be done Zone wise for L1 bidder.**
5. Any discrepancy found in the downloaded tender document submitted by the bidder compared to uploaded tender document, the tender document uploaded by the BSNL will be treated as valid and any changes (found in the tender document submitted by the bidder) at any stage, will be treated as fraud done to BSNL, and will be liable to cancellation of agreement done (if any) and appropriate action will be taken against the bidder.

AGM (MM)
O/o THE CGMT, BSNL,CG CIRCLE RAIP

SECTION-1 PART – B
PROVISION OF EDUCATIONAL ORDER

A vendor seeking to obtain an educational order in BSNL services will be expected to participate in a bid for a tender. Educational Order shall be placed to vendor who will fulfill the minimum eligibility criteria. The order can be placed upon him subject to the BSNL guidelines for Educational Orders on vendors. Quantity of order would be up to 10% of total quantity of works under tendering process at a price which is at least 10% less than the L-1 bidder's approved price.

Minimum eligibility criteria for Educational bidder are mentioned below:-

1. Bidder is exempted from Prior Experience & Turnover criteria.
2. The Bidder should be a company registered in India under the companies Act 1956/201 or a partnership firm/proprietorship firm registered in India as mentioned in NIT.
3. Bidders should have office in the state of Chhattisgarh. Valid proof of office address is to be submitted.
4. The Bidder should also possess the following documents and self-attested copies of these documents should be submitted along with the tender document:
 - (i) MSE/NSIC bidders shall furnish Valid UDYAM Certificate along with the bid clearly showing its validity as on date of opening of the bid.
 - (ii) The bidder should have Valid PAN No.
 - (iii) Bidder should have the valid EPF & ESIC registration certificate on the date of issue of NIT.
 - (iv) Bidder should have the valid GSTIN registration certificate.
 - (v) In case of multiple GST numbers, all the numbers to be provided as an Annexure.
 - (vi) Bidder is to pay requisite tender processing fee as defined for the tender.
 - (vii) Bidder will pay EMD cost 25% of the actual EMD cost of the tender.
 - (viii) Bidder will submit Solvency certificate from nationalized/scheduled bank of the tenderer of Rs.10% of total Estimated cost of tender.
 - (ix) Eligible Educational bidder will have to pay requisite amount of Performance Bank Guarantee as well as Material security cost as mentioned in the tender document.
 - (x) 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) undertakings as the case may be.
 - (xi) A self-declaration on the company's letterhead along with the evidence that the bidder is not blacklisted by GST authorities. In case the bidder gets black-listed during the tenure of BSNL contract, then any loss of Input Tax credit thereof shall not be borne by BSNL due to default of the bidder.
 - (xii) No-Near Relative Certificate, in case of proprietorship firm, the certificate will be given by the proprietor, for partnership firm by all partners and in case of limited company by all the directors of company.
 - (xiii) Educational Bidder should have the technical capability to carry out the work as mentioned in the Scope of work segment of the tender with respect to MAN /Machine & Material.
 - (xiv) If the Educational bidder is not able to carry out the work within the stipulated time mentioned in the work order then it will be handed over to the L1 bidder at L1 price.
 - (xv) The Bidder must not be black-listed for Telecom business by any Central/State Governments/ PSUs in India at the time of submission of bid. An undertaking must be

submitted in this regard.

- (xvi) Educational bidder shall NOT be participated in Financial Bid of the tender.
- (xvii) Educational order quantity of 10% will be distributed among up to two bidder only.
- (xviii) In case of more than two bidders then Educational order quantity can be maximum up to 15% of total tender quantity, which will be equally distributed among the first three (3) bidders submitted in online tender portal.
- (xix) This concept is applicable to procurement of services which are divisible in nature such as SLA based OFC maintenance, Rehabilitation cum patch work of existing OFC routes, power plant module repair, Installation & commissioning of Battery & Power plant, etc.
- (xx) Educational Bidder should submit Technical Proposal Outlining their understanding regarding Project Scope, Methods and Available resources with them

SECTION- 2

TENDER INFORMATION

1. **Type of Tender:** - This tender is Single Stage bidding using Two Electronic Envelopes system.

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

Note 2:- In 1st stage technical bid part shall be opened .Financial bids of only those bidders shall be opened in 2nd stage, who are found to be techno-commercially responsive.

2. **Bid Validity Period / validity of Bid offer:-** 180 days from the date of Tender opening and can be extended. Any bid valid for a shorter period shall be rejected by the purchaser as non-responsive
3. **Bid Document:-**The Tender is invited under two envelopes system. The 1st electronic envelope will be named as **“Techno-Commercial Envelope”**& will contain documents of bidder’s satisfying the eligibility / Technical & Commercial conditions; and 2nd electronic envelope will be named as **“Financial Envelope”** containing financial price schedule quote.

These envelopes shall contain one set of the following documents:-

(A1) Techno-Commercial e- Envelope (except for Educational bidder) shall contain one set of following documents:-

1	Tender Fee as per clause no 7 of section-1.
2	Bid Security / EMD in accordance to clause no 12 of Section I.
3	Bid form as per Section-II and Bidders profile as per Section-III of tender document duly filled in and uploaded online separately.
4	Registration of Firm as per NIT Documents
5	Original “Power of Attorney” in case person other than the Bidder is signed the documents. The power of attorney should be for specific work (mentioning the NIT no.) in non judicial stamp paper/ Self declaration if not applicable.
6	Near Relationship as per Clause 19 section V of NIT and in the prescribed format in Section X (B)
7	Experience Certificate as mentioned in Clause 6 of Section-I (NIT).
8	Copy of valid PAN Card(in case of Sole Proprietorship, PAN No of proprietor is required , In case of Partnership firm/company, PAN No of firm /company is required)
9	Income-tax Return filed copy of 3 financial years (FY: 2020-21 ,2021-22,2022-23)
10	Copy of Valid ESI registration Certificate
11	Copy of Valid EPF registration Certificate.
12	Valid GST Registration Certificate(PAN based) and self-declaration along with evidence that bidder is not Black-listed by GST authorities.
13	An Affidavit is to be given By The Proprietor/Partner’s / Directors duly Notarized in Non-Judicial Stamp Paper/E-Stamp Paper worth Rs.100.00 or more as Per Format at Section XI. (Duly Self Attested And Notarized)
14	Signed tender document on each & every page should be uploaded online through E-tender portal www.etenders.gov.in without any corrections, deletion and overwriting in original (Digitally Signed/Ink signed with seal)
15	Attested copy of Valid Turn over Certificate Issued by a Chartered Accountant. Average Annual Financial Turn Over during the last 3 financial years should be at least 40% of estimated tender cost.
16	Scanned copy of Solvency certificate as per Clause 27(xvi) section-I of NIT. The solvency certificate shall not be older than 6 (SIX) months from the date of issue of NIT.

(A2) Techno-Commercial e-Envelope (for Educational bidder only) shall contain one set of following documents:-

1	Tender Fee as per clause no 7 of section-1.
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2	EMD :- 25% of actual EMD as per NIT
3	Bid form as per Section-II and Bidders profile as per Section-III of tender document duly filled in and uploaded online separately.
4	Registration of Firm as per NIT Documents
5	Original “Power of Attorney” in case person other than the Bidder is signed the documents. The power of attorney should be for specific work (mentioning the NIT no.) in non judicial stamp paper/ Self declaration if not applicable
6	Near Relationship as per Clause 19 section V of NIT and in the prescribed format in Section X (B)
7	Copy of valid PAN Card(in case of Sole Proprietorship, PAN No of proprietor is required , In case of Partnership firm/company, PAN No of firm /company is required)
8	Copy of Valid ESI registration Certificate
9	Copy of Valid EPF registration Certificate.
10	Valid GST Registration Certificate(PAN based) and self-declaration along with evidence that bidder is not Black-listed by GST authorities.
11	An Affidavit is to be given By The Proprietor/Partner’s / Directors duly Notarized in Non-Judicial Stamp Paper/E-Stamp Paper worth Rs.100.00 or more as Per Format at Section XI. (Duly Self Attested And Notarized)
12	Signed tender document on each & every page should be uploaded online through E-tender portal www.etenders.gov.in without any corrections, deletion and overwriting in original (Digitally Signed/Ink signed with seal)
13	Certified copy of Solvency Certificate from any nationalized/ scheduled bank for 10% of the estimated tender cost has to be submitted. The Solvency Certificate should not be older than six months from the date of issue of this Tender.

Note-1: -

- (i) Scanned copies of all documents mentioned above should be signed with Digital Signature Certificate (DSC) by the authorized signatory of the bid offer (Power of Attorney holder). In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.
- (ii) Submission of documents as listed under Clause-3 above is mandatory and non-compliance may result in rejection of the Bid during evaluation.
- (iii) If some document is not applicable for the bidder then he has to upload scanned copy of self declaration mentioning “The document < Name> called vide clause _____ is not applicable to us”.
- (iv) For Joint ownership/ partnership firms, the following shall be submitted -
 - I. Certificate of incorporation/ partnership deed.
 - II. Articles of Memorandum of Association or proprietorship deed of the company

(B) Financial envelope

Financial envelope shall contain Price Schedule as per format given in Section-XIII & BOQ.xls in Excellformat file duly filled & signed (Please refer Section-4 Part-C).

(C) Offline Submissions:-

The following documents are required to be submitted Online, as well as, Offline (physically) to “AGM (MM), Room no. A-109, O/o CGMT, BSNL,CG Telecom Circle, Khamardih, Shankarnagar, Raipur-492 007 (CG) on or before the last date & time of submission of bids in a sealed envelope.

- (i) EMD – Bid security (original copy):

Original Demand Draft(DD)/Banker Cheque/Bank Guarantee and Proof of payment if paid through NEFT/RTGS– drawn in favor of Account Officer (A&B) BSNL,O/o CGMT, CG Circle, payable at place Raipur, issued by any scheduled bank towards the payment/ of Bid Security/EMD.

- (ii) Tender cost of Bid Document.
- (iii) Valid Udyam Registration Certificate for claiming exemptions from Tender Fee/ EMD.
- (iv) Original Power of Attorney as per NIT.
- (v) Original Affidavit as per SECTION-XI.

Moreover, Originals of Bank Instruments such as DD or BG towards Tender Fee or EMD/Bid Security respectively(if not submitted through e-payment mode), shall be submitted by bidder on any date on or before bid submission end date or within 5 days after bid submission end date, to AGM(MM), Room no. A109, Admin Building, O/o CGMT, CG Circle, Vidhansabha road, Khamhardih, Raipur PIN 492007 in a sealed envelope bearing the Tender number, Name of work, failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope) shall be rejected.

During tender process, BSNL's tender inviting authority may require the bidder to produce original copy of any document such as Power of Attorney, Bid Form, Experience Certificate etc. submitted as scanned copy in the Technical bid part (1st electronic Envelope) on e-tender portal, which the bidder will have to comply with.

The offline Envelope shall bear the Tender number, name of work and the phrase: “Do Not Open Before _____ (due date& time of opening of Tender)”.

4. Award of Contract:

4.1 BSNL shall consider award of contract only to those eligible bidders whose offers have been found to be technically, commercially and financially acceptable.

4.2 Work will be awarded only to lowest L-1 bidder.

5. Payment terms: As per NIT document.

SECTION - II
BID FORM

From:

To,
The AGM (MM)
O/o THE CGMT, CG CIRCLE RAIPUR.

Sub: E-TENDER FOR REPAIRING OF 100A /50A/ 25A SMPS POWER PLANT MODULE UNDER RAIPUR BA

With reference to your tender Notice No CGCO-MM/11/26/2024-MM BSNL CG CO Dated 13-12-2024 calling for tender on the above subject. I have read & understood the tender document thoroughly & agree to all the terms & conditions. I / We hereby offer my / our bid as per documents submitted & conditions as mentioned in the tender document and the rates specified in the schedule enclosed.

SL. No.	Zone Name	Applied/ Not applied
1	Zone-1 (RAIPUR OA)	
2	Zone-2 (DURG OA)	

Should this tender be accepted either fully or in parts, I / We hereby agree to abide by and fulfill all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay to the BSNL, Raipur or his successors in office, the sum of money mentioned in the said conditions without prejudice.

The sum of **Rs...../- (In words rupees** only) is deposited by DD towards Earnest money and DD receipt No..... datedBank Name..... is enclosed. I/We also agree to pay Security Deposit as and when called for within **stipulated time mentioned in letter of intent.**

If, I / We fail to carry out the work according to the specification given in the schedule, the entire money (Earnest and security deposit) may be forfeited without prejudice to any other right or remedies of the BSNL, Raipur or his successors in the office.

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.

We understand that you are not bound to accept the lowest or any bid, you may receive.

We agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format 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 properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Yours faithfully

Dated thisday of20....

Signature of the bidder

Or

Officer authorized to sign the Bid Documents on the behalf of the Bidder (Name in Block Letters of the Signatory)

In capacity ofduly authorized to sign the bid for and on behalf of

Witness

Address.....

Date: - In case of authorized signatory the authorization letter on letter head of the firm must accompany.

SECTION III

Attested Passport
size photograph
of the tenderer/
authorised
signatory holding
power of
Attorney

Bidders/ TENDER'S PROFILE

General:

- 1. Name of the tenderer / firm _____
- 2. Name of the person submitting the tender whose Photograph is affixed
Shri/Smt. _____

(In case of Proprietary/ Partnership firms, the tender has to be signed by Proprietor / Partner only, as the case may be)

- 3. Address of the firm

- 4. E.P.F registration. No. _____

Pan Based GST registration No. _____

ESI registration No -----

Valid Registration with Central Labour Commission under Contract Labour Act 1970 No. -----

- 5. Labour identification Number-----

- 6. Tel. No. (With STD code) (O) _____ (Fax) _____ [R] _____

Mobile _____ e.Mail -----

- 7. Registration & incorporation particulars of the firm:

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) 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. AADHAR CARD No. _____

- 10. Bidder's bank name, -----

Branch, address,-----

Bank account number,-----

MICR code,-----

IFSC code-----

- 11. Permanent Income Tax number, Income Tax circle _____

(Please attach a copy of last Income Tax return)

- 12. Infrastructural capabilities:

a. Capacity of Repairing of SMPS POWER PLANT MODULE (in No.) _____

b. Capacity of engaging labourers per day _____

e. Particulars of vehicles available with the tenderer:

Type of Vehicle (s)

Registration number

- 13. Details of Technical and supervisory Staff:

I/We hereby declare that the information furnished above is true and correct.

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

Name of the tenderer

Date

Section IV

Instructions to Bidders

A. INTRODUCTION:

1. DEFINITIONS

- a. **BSNL** means Bharat Sanchar Nigam Limited and its successors.
- b. **CMD: The CMD means CHIEF MANAGING DIRECTOR of BSNL** and his successors.
- c. **Department:** The Department means the Department of Telecommunications / Department of Telecom Services or any other Department under the Ministry of Communications, which invites the tender on behalf of the President of India. All references of:

Chief General Manager

General Manager

Deputy General Manager / Area Manager

Divisional Engineer / Asstt. General Manager

Sub Divisional Engineer

Junior Telecom Officer

Chief Accounts Officer

Accounts Officer

Assistant Accounts Officer

Including other officer in the Department, whatever designations assigned to them from time to time, who 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 Department of Telecommunications under the Ministry of communications, Government of India.

- d. **The BA Head** means the Head of BA: **GM BA RAIPUR** and his successors.
- e. The **jurisdiction of The BA Head:** the jurisdiction of **GM BA RAIPUR** means **RAIPUR BA** which coincides geographically with **Revenue Districts of Raipur, Dhamtari, Mahasamund, Baloda bazaar, Gariyaband, Durg, Rajanadgaon, Kawardha, Bemetara, Khairagarh, Balod, Manpur- Mohla**
- f. **Representative of GM BA Raipur:** Representative of **GM BA Raipur** means officer and staff for the time being in **RAIPUR BA** deputed by the **GM BA RAIPUR** for inspecting or supervising the work or testing etc.
- g. **Engineer - in - charge:** the Engineer - in - charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contract, (Minimum Divisional Engineer level officer).
- h. **Site Engineer:** Site Engineer shall mean an SDE of the BSNL Raipur who may be placed by the **GM BA RAIPUR, (RAIPUR BA)** as in-charge of the work at site at any particular period of time.
- i. **A/T Officer:** An officer authorized by T & D Circle/BBNL/BSNL to conduct A/T as the case may be.
- i. **A/T Unit:** A/T Unit shall be mean Acceptance and Testing unit of the BSNL.
- k. **Contract:** The term contract means, the documents forming the tender and acceptance there of and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents refer
- l. **Contractor:** The contractor shall mean the individual, firm or company, enlisted with BSNL in accordance with procedure for enlistment of contractor, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons

composing such firm or company, or the successors of such firm or company and the incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such 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 "**work**" shall unless there be something either in the subject or context repugnant such construction be construct and taken to mean the work 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.
- r. **Date of Commencement of work:** Date of commencement of work means the date of actual commencement of work or 7th 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 or 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 BSNL damages from aircraft, acts of God, such as earthquake, lightening 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 BSNL of the part of the work, in respect of which a certificate of completion has been issued.

2. **ELIGIBILITY OF BIDDERS:**

The invitation of bids is open to all enlisted & experienced contractors as per their eligibility mentioned in NIT of this tender document. **And DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY as per clause-27 section-I.**

B. THE BID DOCUMENTS

3. BID DOCUMENTS

3.1 The construction work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

3.1.1 Qualifying Bid:

- 3.1.1.1 Notice Inviting Tender
- 3.1.1.2 Bid Form
- 3.1.1.3 Tenderer's Profile
- 3.1.1.4 Instructions to Bidders.
- 3.1.1.5 General (commercial) Conditions of the contract.
- 3.1.1.6 Special Conditions of Contract.
- 3.1.1.7 Scope of Work and jurisdiction of the contract.
- 3.1.1.8 Agreement (Sample)
- 3.1.1.9 Near Relationship Certificate
- 3.1.1.10 Declaration

3.1.1.11	Letter of Authorization for Attending Bid Opening.
3.1.1.12	Performance Security Bond From
3.1.1.13	Business banning
3.1.1.14	Vender from

3.1.2 Financial Bid

Financial Bid – Rates for E-TENDER FOR REPAIRING OF 100A /50A/ 25A SMPS POWER PLANT MODULE UNDER RAIPUR BA.

- 3.2** The Bidder is expected to examine all instructions, forms, terms and specification 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 DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Document shall notify the CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR in writing or mailing address indicated in the invitation for Bids. The RAIPUR BA shall respond in writing to any request for clarification of the bid documents, which it receives not later than 10 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the RAIPUR BA shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the CHIEF GENERAL MANAGER, CG CIRCLE will form part of the bid document. The oral query/telephonic queries will not be entertained the same will also be available over BSNL Chhattisgarh circle website under tender section.

5. **AMENDMENT OF BID DOCUMENTS**

- 5.1 At any time, prior to the date for submission of bids, the CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR may, for reason whether suo motto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR and these amendments will be binding on them and will also be available over www.chhattisgarh.bsnl.co.in Tender link. & www.etenders.gov.in website under tender section.
- 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR may, at its discretion, extend the deadline for the submission / opening of bids suitably.

C. **PREPARATION OF BIDS**

- 6. Cost of Bidding:** The bidder shall bear all costs associated with the Preparation and submission of the bid. The CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR, 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 QUALIFICATIONS:**

The bidder shall furnish as per **clause 27 of section I**, as part of his bid documents establishing the bidder's eligibility the following documents:

8. **BID SECURITY: EARNEST MONEY DEPOSIT (EMD)**

- 8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as per NIT. No interest shall be paid by the CHIEF GENERAL MANAGER, CG CIRCLE A on the bid security for any period, what so ever.
- 8.2 The bid security is required to protect the CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR 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 in the form of Crossed Demand Draft issued by a nationalized/ scheduled bank, drawn in favour of AO (A&B), O/o CGMT BSNL RAIPUR payable at RAIPUR.
- 8.4 **A bid not secured in accordance with para 8.1 and para 8.3, It shall be rejected by the CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR as non responsive.**
- 8.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible.
- 8.6 The successful bidder's, bid security will be refunded after submitting **5%** performance security deposit in accordance with **clause 5.1 of section V** Or The successful bidder's bid security may be converted in performance security deposit.

8.7 **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 CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR or
- 8.7.3 If the bidder submitted false & forged certificate/documents.
- 8.7.4 In case of a successful bidder, if the bidder fails:
- (i) To sign the agreement in accordance with clause 25, or
 - (ii) To furnish Security Deposit in accordance with clause 5.1 of section V.

8.8 In case of a successful bidder, if the bidder fails to sign the agreement in accordance with clause 25 the bidder can be done blacklisted.

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

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
 - e) The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for repairing Power Plant Module Repairing or similar work, valid on the date of opening of the EOI. The scope of area of the above MSE registered bidders.
 - f) Bid Security Declaration needs to be submitted by bidder at the time of submission of bid and Bid Security Declaration accepting that if they withdraw or modify their bids during period of validity etc. they will be suspended/.debarred/banned for the period of one year same as specified for MSE bidder.
- 8.10 The bid security may be forfeited:
- (i) If the bidder withdraws his bid during the period of bid validity as in this document
or
 - (ii) In the case of successful bidder, if the bidder fails:
 - a) to sign the contract on allocation of work or
 - b) to furnish performance security as required herein

9. BID PRICES:

- 9.1 The bidder shall give the total a composite price inclusive of all taxes and levies (excluding GST) in case of works to be executed. The contractor shall be responsible for transporting the materials (excluding GST), to be supplied by the RAIPUR BA Telecom Store or otherwise to execute the work under the contract, to site at his/their own cost. And therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.
- 9.2 **Prices shall be quoted by the bidder for all works in the –Section XIII which will be applicable for the contract. No violation will be allowed for these works. The rates for items in Section XIII having zero quantity shall also be quoted by bidder in view of future requirements , However the same will not be considered in evaluation of bid.**
- 9.3 **L1 (Lowest bidder) will be decided on item wise in Work will be allotted to L1 Bidder only .However competent authority may distributed the Distribution of Qty. to L2,L3 also at L1 rates, as per BSNL procurement policy.**
- 9.4 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 rates (financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

10. PERIOD OF VALIDITY OF BIDS :

- 10.1 Bid shall remain valid for 180 day from date of opening of the bid (Qualifying Bid). **A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PURCHASER BEING NON-RESPONSIVE.**
- 10.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 8 above shall also be suitably extended. The bidder may refuse the request without risk of 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 submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid or as applicable.
- 11.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

12. SEALING AND MARKING OF BIDS

The bid should be submitted as per Clause of tender information.

12.1 The bids

Single Stage Bidding & Two Envelope System

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

- 12.2 In Single stage E-Tender system bidding has TWO envelopes system; the bidder shall submit his bid in envelopes;
The First envelope will be named as BID SECURITY. This envelope will contain original EMD and tender Document cost as per NIT in the Form of DD.

The cover of Second envelope shall contain the 'Original Copy' of the Techno commercial bid, subject to clause duly marked 'TECHNOCOMMERCIAL BID '. The cover of second envelope shall contain the 'Original Copy' of the affidavit & Power of attorney (if applicable)

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

- a) The envelopes shall be addressed to the AGM (MM), O/o THE CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR -492007
- b) The envelope shall bear the name of the tender-----, the tender number-----and **"NOT TO OPEN BEFORE DATE: -----"**
- c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Tender should be deposited in the tender box provided by tendering authority or delivered in person on above mentioned address (address is given in Clause above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered on or before the opening time.
- f) Venue of Tender Opening:
 - (i)AGM (MM), O/o THE CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR -492007
 - (ii) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on AGM (MM), O/o THE CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR -492007

12(3) If both the envelopes has not contained required document (BID SECURITY, TENDER DOCUMENT COST & ORIGINAL AFFIDAVIT) as required at Para 12.1 and 12.2, the bid shall be rejected.

13.0 SUBMISSION OF e-BIDS

- 13.1. Bids must be submitted by the bidders on or before the specified date & time indicated in DNIT.

13.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with **clause 5** in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

13.3 Deleted.

14.0 LATE BIDS

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

15. MODIFICATIONS AND WITHDRAWL OF BIDS :

15.1 The bidder may modify, revise or withdraw his bid after submission prior to dead line prescribed for submission of bid.

15.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause.

15.3 Subject to clause 15.1 no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION:

16. OPENING OF BIDS BY THE BSNL :

16.1 The BSNL shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in NIT on due date.

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

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

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

(i) The bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case .Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened.

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

- a) Name of the Bidder
- b) DD for Tender Fee
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

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

- a) Name of the Bidder
- b) Prices quoted in the bid

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

17. **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.

18. General guidelines to TOC & TEC for opening of Bids & Evaluation thereof :-

(a) On the specified date and time, the nominated TOC (Tender Opening committee) will open technical bid of the bidders as per the guidelines on the matter and prepare the TOC report duly signed by the all the members.

(b) After approval of TOC report by competent authority TEC will evaluate the bids technically/commercially.

(c) After approval of TEC report by competent authority TOC will open the financial bid on the specified date and

time.

- (d) TEC will evaluate the financial bid and submit the report to competent authority for approval.

19. **PRELIMINARY EVALUATION :**

- 19.1 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.
- 19.2 If there is discrepancy between **words and figures**, the amount in **words** shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.
- 19.3 Prior to the detailed evaluation, pursuant to **clause 20**, 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's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence except clarification sought by TEC.
- 19.4 A bid, determined as substantially non responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 19.5 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.

20. **EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :**

- 20.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18 and 19 through TEC.
- 20.2 The evaluation and comparison of responsive bids shall be on the percentage deviation (above/below/at par) offered and indicated in schedule of rates of the bid documents.

21. **CONTACTING THE DEPARTMENT :**

- 21.1 Subject to clause 17 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.
- 21.2 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.

22. **AWARD OF CONTRACT:**

- 22.1 BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable. BSNL reserves the right to counter offer price(s) against prices quoted by any bidder.
- 22.2 The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor. The agreement can be further extended for another one year on existing terms and conditions with mutual consent.
- 22.3 L 1 (Lowest bidder) will be decided on composite prices of all items in work. L1 bidder is the one who quotes the lowest rate. However competent authority may distribute the total quantity to L2,L3 etc. bidders at proportionate L1 rates, as per prevailing BSNL procurement guidelines.

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

The CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR , at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25 % of the total quantum of work as specified in the schedule of requirements without any change in the unit price or other terms and conditions of tender. The period of tender may also increase for another one year on mutual consent.

Contractor or tenderer should not execute any work order beyond the amount as mentioned in FAT or subsequent modifications if any. Contractor/ Concerned in-charge will intimate to competent authority in writing when 80% of the amount is exhausted along with all required documents and pending bills.

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 what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the BSNL's action.

25. **ISSUE OF ADVANCE WORKORDER / LETTER OF INTENT :**

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

25.2 The bidder shall give his acceptance with in stipulated time mentioned in AWO/letter of intent, , along with performance security deposit in conformity with cause 5.1 of section-V, provided with the bid documents

25.3 The successful Tenderer will have to execute an agreement on a non judicial stamp paper of Rs. minimum 100/- .(The cost of stamp is to be borne by the bidder) in the prescribed format to the effect that the bidder and BSNL, CG CIRCLE, RAIPUR are bound by terms and conditions in the agreement which in turn will be the same terms and conditions as mentioned in tender document and final approval if any.

26. **SIGNING OF AGREEMENT AND AWARD OF CONTRACT :**

26.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by BSNL within a week of submission of Security Deposit as per clause 25.2 above.

26.2 As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be converted into security deposit , which will be held by the BSNL till the completion of warranty period. None of the deposits will bear any interest.

26.3 Upon the successful bidder furnishing performance security pursuant to NIT, the Purchaser shall discharge the bid security as per clause in DNIT, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity

26.4 EMBG/EMD of technically disqualified bidders will be released after opening of financial bids of responsive bidders.

27. **ANNULMENT OF AWARD:** Failure of the successful bidder to comply with the requirement of clause 25 above 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 purchaser or call for new bids.

28. The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per requirement of the tender's condition, if any document/paper/certificate submitted by the participant bidder is found to be false/fabricated/tempered/manipulated at any stage during bid evaluation or award of contract , then the bid security of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealings with the bidder. In case contract has already been awarded to the bidder , then PBS/SD would be forfeited and the contract would be rescind/annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning the business dealing with defaulting bidder.

29. E-tendering Instructions to Bidders

Note: - The instructions given below are with respect to NIC's e-tender portal and for e-tenders invited by CHIEF GENERAL MANAGER, CG CIRCLE , RAIPUR only.

General: -

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this TENDER. For conducting electronic tendering, BSNL Chhattisgarh Circle has decided to use the portal <https://www.etenders.gov.in> through Central Public Procurement Portal of NIC, (Govt. of India) New Delhi.

1) Tender Bidding Methodology:

Sealed Bid System –'Single Stage Using Two Electronic Envelopes',

The Techno-commercial & Financial bids shall be submitted online by the bidder at the same time.

2) Broad outline of activities from Bidders prospective:

- (a) Procure a Digital Signing Certificate (DSC)
- (b) Register on Electronic Tendering System[®] (ETS)
- (c) Create Users and assign roles on ETS
- (d) View Notice Inviting Tender (NNI TENDER) on ETS
- (e) Download Official Copy of Tender Documents from ETS
- (f) Clarification to Tender Documents on ETS
- Query to BSNL (Optional)
- View response to queries posted by BSNL, as addenda.
- (g) Bid-Submission on ETS
- (h) Attend Online Tender Opening Event (TOE) of Techno-commercial Part
- (i) View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
- (j) Attend Online Tender Opening Event (TOE) of Financial-Part (Only for Technical Responsive Bidders).

3) 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 CPPP.

(a) Digital Certificates:

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

(b) Registration:

To use the Electronic Tender[®] portal (<https://www.etenders.gov.in/>), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. For further details, use the Electronic Tender portal www.eprocure.gov.in. The vendor should visit the home page of the portal www.eprocure.gov.in and go to the e-procure link then select Bidders Manual KIT.

On successful submission of Registration details. Please contact NIC Helpdesk as given below, to get your registration accepted/activated.

NIC HELPDESK	
Telephone No. (Toll Free)	0120-4001 002, 0120-4001 005
E-Mail I.D.	support-eproc@nic.in
BSNL CONTACT DETAILS.	
BSNL's Contact Person-1	ASST. GENERAL MANAGER (MM)
Telephone No.	0771-2281440 (between 10:00 hrs. to 17.30 Hrs. on working days.)
E-Mail I.D.	agmmmcoryp@gmail.com

4. Method for submission of bid documents

The bid-submission shall be online on CPPP, however some documents mentioned below in clause 4.2 are to be submitted physically The bidder shall submit the following documents in Original on any date on or before bid submission end date or within 5 days after bid submission end date as specified in NIT, to AGM(MM), Room no. A109, Admin Building, O/o CGMT, CG Circle, Vidhan sabha road, Khamhardih, Raipur PIN 492007 in a sealed envelope bearing the Tender number, Name of work, failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope) shall be rejected.

During tender process, BSNL's tender inviting authority may require the bidder to produce original copy of any document such as Bid Form, Experience Certificate etc. submitted as scanned copy in the Technical bid part (1st electronic Envelope) on e-tender portal, which the bidder will have to comply with.

- 4.1. **Offline Submission** : The envelope shall bear the tender name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. DD for Tender Fee as per NIT (Original copy).
2. DD for EMD-Bid Security (Original copy).
3. Original Affidavit as per SECTION-XI.
4. Original Power of Attorney (If applicable) or self declaration of not applicability of the firm should be submitted
5. MSME Certificate, if the bidder is claiming concession for bid cost and bid security.

NOTE: (i) DD - drawn in favour of AO (A&B), O/o CGMT BSNL RAIPUR Chhattisgarh; PIN -492007, payable at Raipur, against payment of tender fee.

4.2 Online submission is in two stage
(A) Contents of 1st stage (Techno-Commercial Bid)

As per clause 27 of Section 1 of tender document

- 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 CPPP. These should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File Name	Allowed or not allowed in CPPP	Reason for allowed / not allowed
QA Certificate	Not allowed	Space in between words / characters not allowed
QACertificate(I)	Not allowed	Special characters not allowed.
QA_Certificate	Allowed	Under Score allowed between words / characters.
QACertificate	Allowed	Upper & Lower case allowed

- c) It is advised that all the documents to be submitted as per Clause 2 & 10 of Section-4 Part-A of bid document are kept scanned or converted to PDF format in a separate folder on your computer before starting on-line submission.
- d) The names and total size of each document (Preferably below 50 MB) may be checked before uploading.

5. Special Note On Security Of Bids: -

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.

6. Online Tender Opening Event (TOE) :-

CPPP offers a unique facility for 'Online Tender Opening Event (TOE)'. TENDER Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE) .

Every legal requirement for a transparent and secure 'Online Tender Opening Event (TOE)' has been implemented on CPPP.

- (a) The bids will be opened in 2 stages i.e.(i) Techno-commercial bid & (ii) Financial bid. The techno-commercial bid shall be opened on the date of tender opening given in DNI tender. Normally, the financial bid will not be opened on the date of opening of techno-commercial bids, however decision of BSNL in this regard, will be final and binding on all the bidders.
 - (i) As soon as a Bid is decrypted by the TOC, the documents will be opened from the Techno-commercial bid one by one and the same report of TOC will be uploaded on e-tender portal.
 - (ii) Thereafter the TEC will evaluate Techno-commercial bids and the report of TEC will be approved by competent authority and the same report of TEC will be uploaded on e-tender portal of techno-commercially compliant bidders for information of financial bid opening.
 - (iii) The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno-commercially eligible bidders/authorized representatives.
- (b) The following information should be read out at the time of Techno-commercial bid opening:-
 - (i) Name of the Bidder
 - (ii) Name of the item
 - (iii) EMD amount & validity and acceptability

- (iv) Information in respect of eligibility of the bidder
- (v) Details of bid modification / withdrawal, if applicable
- (c) The following information should be read out at the time of Financial bid opening:-
 - (i) Name of the Bidder
 - (ii) Name of the item
 - (iii) Quantities / prices quoted in the bid
 - (iv) Discount if offered
 - (v) Taxes & levies.

7. Price Schedule / BOQ (Bill of Quantity): -

Utmost care may kindly be taken to upload Price Schedule/ BOQ (Section-XIII). Any change in the format of Price Schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:-

- (a) Down load (i) price schedule / BOQ in XLS format.
- (b) Fill rates in down loaded price schedule / BOQ as specified in XLS format only in White background cells. Don't fill in grey back ground cells.
- (c) BOQ file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded.
- (d) Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

8. OTHER INSTRUCTIONS: -

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

Important Note:- It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links of e-procurement portal (CPPP), and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

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

- (a) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
- (b) Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
- (c) your organization's concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP.
- (d) Submit your bids well in advance of tender submission deadline on CPPP as there could be last minute problems due to internet timeout, breakdown, etc.
- (e) While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.
- (f) (BSNL shall not be responsible any problem arising out of internet connectivity issues).

9. Minimum Requirements at Bidders end: -

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

SECTION – V

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. **APPLICATION:**

The General conditions shall apply in contracts made by the CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR for the execution of **SMPS POWER PLANT MODULE** works.
2. **STANDARDS:**

The works to be executed under the contract shall conform to the standards prescribed in the **SMPS POWER PLANT MODULE** practices.
3. **PRICES:**
 - 3.1 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.
 - 3.2 Price once fixed will remain valid for the period of contract. Increase of taxes/duties will not affect the price during this period. However for decrease of taxes duties, the benefit will go to BSNL.
4. **SUBCONTRACTS:**

The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.
5. **PERFORMANCE SECURITY DEPOSIT:-**
 - 5.1.1 The successful bidder shall deposit performance security deposit for an amount equal to of **5 %** of APO/LOI ,in form of BG/crossed DD/ FDR (with sign in receipt) valid for 18 months drawn from any nationalized bank/ scheduled bank in favor of AO(A&B) O/o CGMT CG CIRCLE Raipur of BSNL, within **14 days** from the date of issue of Advance Purchase Order by BSNL.
 - 5.1.2 The successful bidder will have to deposit material security as mentioned in the scope of work, subject to 3 % of the total tender value on receipt of provisional acceptance letter issued from this office within the stipulated time as mentioned in letter, in the shape of FDR (with sign in receipt) or BG (**Section XII** valid for 18 months drawn from any nationalized bank/ scheduled bank in favour of AO (A&B), O/o CGMT BSNL RAIPUR . If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on prorata basis.
 - 5.2 NSIC bidder also has to submit security Deposit.
 - 5.3 The performance security shall be payable to the Tendering Authority as a compensation for successful bidder's failure to complete its obligations under the contract or for any loss resulting from the non performance of the contract.
 - 5.4 The performance security will be released/refunded after successful completion of bidders performance obligations under the contract.
 - 5.5 The Security Deposit will not carry any interest while it is in the custody of BSNL.
 - 5.6 The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as Stipulated in the bid document.& the successful and satisfactory completion of the contract.
 - 5.7 The performance security deposit shall be refunded on verification of all records i.e. EPF, ESI, labour license, GST payment particular & other liable liabilities.
 - 5.8 **Security deposit will not earn any interest for any period whatsoever. Security deposit will be returned after six month of the successful completion of the contract as certified by the competent authority of BSNL and after deducting the dues, if any, payable to the BSNL. In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL. No interest shall be paid on amounts payable to the contractor under this contract.**

- 5.9 The bank guarantee furnished as security deposit should be valid for a period of 18 months from the date of agreement. If required the period of validity can be decided by CHIEF GENERAL MANAGER, CG CIRCLE Raipur period considered being suitable for a particular tender.
- 5.10 **All the compensation or other sum of money payable by the contractor under the terms of this contract shall be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the BSNL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bill of the contractor.**
- In the event of failure of the tenderer to start the work as stipulated, the amount of Earnest Money and / The security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited in part / whole in case of -:
- i) Unsatisfactory service.
 - ii) Theft or misappropriation of articles of the BSNL.
 - iii) Damage caused to BSNL assets and damage/loss to store issued
 - iv) Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document.
 - v) Or all or some of the above.
- 5.11 Security Deposit tendered in any form of Bank Guarantee or FDR shall be liable for appropriation / adjustment against any liquidated damages for delayed execution of work or against carry forward loss to the Department to which the contractor does not meet otherwise. If the contractor fails or neglects to perform any of his obligations under the contract, it shall be lawful for the BSNL to forfeit either whole or any part of the Security Deposit furnished by the Contractor, which does not amount to imposing of penalty, after issuing 'SHOW-CAUSE NOTICE' which will be duly examined for final decision by the competent authority and the decision conveyed to the Tenderer in writing.
- 5.12 If the contractor duly performs and completes the contracts in all respects, the Government shall refund the Security Deposit to the Contractor after deducting all costs and other expenses that the Government may have incurred for making good any loss due to any action attributable to the contractor which the Government is entitled to recover from the contractor.
- 5.13 In the event of failure of the tenderer to start the work as stipulated, the amount of Earnest Money and / or initial security deposit shall stand forfeited and the acceptance of the tender shall be reconsidered and revoked which will not amount to imposing of penalty.
- 5.14 Any unclaimed Security Deposit(s) as due for refund to the contractor / supplier and remain unclaimed for three years after its / their refund become(s) admissible (for instance after the contractor / supplier fulfills his contract) shall be dealt with in accordance with the provisions contained in the rules of the Telecommunication Department/BSNL and not refunded if unclaimed period exceed to four year.
- 5.15 The "Bank Guarantee" is an 'autonomous' contract and imposes an 'absolute obligation' on the bank in its terms. As such the existence of disputes between the parties under this contract or a possibility of a reference of any dispute arising out of this contract to arbitration or of pendency of proceeding on such a reference has absolutely no relevance to the obligation of the bank under the "Bank Guarantee". The concerned Bank is bound to pay without demur irrespective of the pendency of any arbitration proceedings.

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

- 6.1 (a) **After approval of competent authority, the Work shall be carried out only after the work order is issued by MM cell,O/o CGMT,Raipur.**
- (b) The contractor shall be responsible for any fault in the work done.
- 6.2 If the contractor desires any extension of time for completion of work on the ground of its having unavoidably hindered in its execution or any other ground he shall apply to the concerned work order issuing authority within **three days of** such hindrance on account of which he desires such extension. The aforesaid concerned work order issuing authority, as in his opinion, can authorize such extension, if thinks fit. The decision of the work order issuing authority will be final in this matter.
- 6.3 The tenderer should have technical and financial capabilities to execute the work.
- 6.4 The rate approved shall be operative for a period of one year. However the CHIEF GENERAL MANAGER, CG CIRCLE Raipur reserves the right to reduce or extend the validity of the contract on mutual consent, if the circumstances so demand.
- 6.5 **If the contractor fails to repair the Power Plant module and returns the faulty sets to concerned SDEs within 10 days after receiving the faulty sets or within 15 days of issue of work order by concerned officers, the CHIEF GENERAL MANAGER, CG CIRCLE Raipur reserves the right to get the job done from any other source or agency even on higher rate and the difference of the**

expenditure shall be recovered from the approved contractor. In the event of contractor failing to execute the work to the satisfaction of the CHIEF GENERAL MANAGER, CG CIRCLE Raipur, the said authority reserves the right to reject or withhold payment for such quantity of work till such time the defects are rectified to their satisfaction or to terminate the contract by giving one month notice to the contractor.

- 6.6 The faulty Power Plant Modules, Control cards & Display unit assembly shall be given to the contractor for repairing only at the respective site (i.e. exchanges).
- 6.7 (a) Each repaired set shall be tested by concerned JTO/SDE/DE and if it is not O.K. it will be returned to the contractor for proper repairing. Contractor will have to repair all Power Plant modules given to him for repairing. If contractor fails to repair any of the Power Plant modules a **penalty as per clause 10 of section –VI shall be linked.**
- (b) No part payment of a work order shall be allowed.
- (c) After completion of hundred percent works, the contractor will submit the bill to the supervising officer in duplicate. The supervising officer after necessary certification will submit the bill to the work order issuing authority concerned.
- (d) Estimated cost mentioned in the tender is merely a rough estimate and guideline.
- 6.8 Purchase requisition is issued by concerned field unit and after approval of this PR (purchase requisition), the work order in ERP for above said tender work will be issued by MM cell .

7. WARRANTY/QUALITY OF WORK :

1. The party should carry out the work in strict accordance with the specification. The repair work done must be of a good quality and the power plant / Modules, Control cards & Display unit assembly, once repaired should work fault free **for a warranty period of Six months from the date of repair**, failing which the repair must be carried out at the cost of the tenderer and the repaired module must work for another six months from the date of such repair.
2. In the event of any failure to comply with any of the clause of this tender notice or the agreement the tender is liable to be cancelled and the EMD & Security Deposit is to be forfeited.

8. PAYMENT TERMS:

1. The party shall submit all bills in triplicate on serially numbered printed forms only, duly containing the PAN Number and GST Registration number to concern officer along with delivery Challan and advance stamped receipts. The bill claimed should contain the make/type/ capacity and Serial number of the power plant/module / control cards/ display units assembly got repaired.
2. The contractor will have to submit the name, contact number, FAX no. and Local address of his authorized representative in this office as well as executing authority at the time of execution of agreement or his authorized representative office /HQ must be at Raipur and available at HQ of concerned SDE/SDO during office hours to accept work orders from various units in written or telephonically or mobile. This is essentially required to restore the services in minimum time.
3. The bills shall be forwarded to planning wing by the field officers with the required certificates.
4. The designated paying authority will make 100 % payments due to the party/parties on receipt of certified and passed bills, through Cheque drawn on banks on which the paying authority normally has his transaction after deducting eligible taxes as in force.
5. The contractor & BA will maintain all the records/detail of p/p & modules / control cards/ display unit assembly under repairing. The serial No. of the faulty module/Control Cards/Display unit assembly, Date of fault/ Date of Complaint/ Date of rectification, Detail/ serial No. etc
6. The record should be maintained in soft copy also and to be submitted and verified along with the bills.
7. All the taxes of State Govt./Central Govt. and taxes of any other agency except GST (as applicable which shall be paid extra by BSNL) will be borne by the contractor himself. The department shall deduct all the taxes as applicable from each running bill of the contractor.

8. Payment will be made through account payee cheque payable through the nationalized/scheduled banks at the head quarters of the District Authority. The District Authority will not bear any collection charges /other charges charged by Bank

8.1 Documents (self attested copy) to be submitted along with Invoice:

- (a) The contractor shall prepare a bill for the month in triplicate indicating the various jobs undertaken during that month. The bill should invariably accompany the following. It shall be responsibility of the controlling officer to ensure that all the requirements are fulfilled at the time of certifying the bill. The countersigning authority shall check that all the documents as mentioned below are invariably attached to the bill before countersigning. Otherwise the bills will not be forwarded to this office.
- (b) Bill should be presented within 15 days from the date of completion of work In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment. And it may be accepted after approval & allow of competent authority.
- (c) Invoice in triplicate
- (d) Attendance sheet of the month.
- (e) List of working workers of the month. (Salary Statement)
- (f) Supporting valid documents for proof of payment of EPF & ESI Contribution to the authority along with list of works indicating the EPF No/ UAN No/ ESI code, fathers name & amount against each Workers (beneficiary), for the previous month.
- (g) Attested Copies Amount of EPF & ESI contribution (Both employees and employer's) for the duration of engagement of question paid to EPF & ESI authority.
- (h) Copy of work order.
- (i) Proof of payment of Wages either online payment or cheque to the Workers of the month.
- (j) Temporary/Permanent Identity Cards issued by Contractor for the duration of engage Workers
- (k) Permanent Pahchan Card issued by ESI office for the duration of engage Workers
- (l) Permanent EPF No/ UAN No. by EPF Office for the duration of engage Workers .
- (m) **Payment proof GST Challan**
- (n) Labour Identification Number (LIN No) from Shram Suvidha portal under labour Ministry.

Note:-

1. Bill of the first month will be paid without challan copy of EPF/ESI and GST.

2. Bill for 2nd month onwards will be submitted along with all wages sheet ECR EPF ESI and GST pertaining to the previous month.

- Appropriate % of Income Tax will be deducted from the bill depending upon the statutory requirement
- Payment will be made through account payee cheque payable through the nationalized/scheduled banks at the head quarters of the District Authority or NEFT/RTGS/through Online banking from CSC Circle office Raipur (ERP System). The District Authority will not bear any collection charges /other charges charged by Bank.
- While making final payment, full account of stores (Equipment, Power Cable etc.) issued to the contractor will be made. The contractor shall return the available surplus of stores with him or else the money for the same will be deducted from the bills @1.5 times of the departmental rates.

3. GST No & HSN/SAC should be compulsory mentioned on the invoice. Bill should be submitted by name of "Bharat Sanchar Nigam Limited Chhattishgarh Telecom Circle Raipur (C.G.)"

8.2 The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy in record and record it in the estimate file(Purchase Requisition In ERP) maintained in his office and send first and second copies with all documents to the claim office.

8.3 No interest will be claimed on the delay payment on any ground of dispute.

8.4 Any recovery pointed out by audit will be directly deducted from bills/ Security deposit.

8.5 No payment will be made for the goods/work received in less quantity, damaged / faulty condition.

9. CHANGE IN WORK ORDER:

The purchaser may, at any time by written order given to the supplier, make changes within the general scope of the contract.

10. AUDIT AND TECHNICAL EXAMINATION:

- 10.1 BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have overpaid in respect of any work done

by contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.

- 10.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the **CHIEF GENERAL MANAGER, CG CIRCLE Raipur** or his subordinate officer.
- 10.3 Any sum of money due and payable to the contractor including security deposit returnable to him under this contract may be appropriate by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL.

11. Payment Insulation Under taking :-

The Bidder is required to submit a payment insulation under taking that he has sufficient capital resources at his disposal so that he will make due payments to the laboures / workers /Working of this tender / contract every month as per laws without linking it with payments from BSNL and carry out operations of tender without linking it with payments from BSNL.

12. Recession/Termination of contract:

12.1 Circumstances for rescission of contract: Under the following conditions the competent authority may rescind the contract.

[a] if the contractor commits breach of any item of terms and conditions of the contract.

[b] If the contractor suspends or abandons the execution of work and the unit officer in-charge of the work comes to the 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.

[c] If the contractor had been given by the officer-in-charge of work, a notice in writing to redo any defective work and fails to comply with the requirement within the specified period.

12.2 Upon rescission of the contract, the whole security deposit of the contractor will be forfeited and will be absolutely at the disposal of the BSNL as under:

12.3 Un Satisfactory works or non adherence of all or any one of the above conditions will be treated as breach of agreement or breach of any of the conditions or instructions issued during the currency of contract period then and there is liable for the imposition of as decided by CGM, BSNL, Raipur besides the forfeiture of the security Deposit remitted by the contractor and Blacklisting of contractor for future contracts for minimum three years.

12.4 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 there of as the BSNL may deem fit excepting such materials bought out components and stores as the contractor may with the concurrence of the BSNL elect to retain.

12.5 Any communication to the last known postal address will be sufficient for any purpose of written communication. Any plea of absence from headquarters or change of address will not be acceptable to establish non-receipt of communication on the part of the tenderer.

12.6 The Tenderer shall be fully responsible for the compliance of all the provisions applicable under Labours Laws like

12.6.1 Payment of Wages Act 1936

12.6.2 The Contract Labour (R&A) Act 1970

12.6.3 The employees Provident Fund and Miscellaneous Provisions Act 1952.

12.6.4 The Payment of Bonus Act 1965

12.6.5 Employees State Insurance Act 1948

12.6.6 Workmen Compensation Act 1923

12.6.7 All other Acts and statutes applicable from time to time

12.6.8 The Tenderer should comply all the above acts without any omission.

- 12.7 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 their quoted rates. If the work was awarded on single tender basis then the CHIEF GENERAL MANAGER, CG CIRCLE shall get the unexecuted work completed through any other contractor approved in at the approved rates of that particular section or to execute the work CHIEF GENERAL MANAGER, CG CIRCLE Raipur ally, as is convenient or expedient to the CHIEF GENERAL MANAGER, CG CIRCLE Raipur at the risk and cost of the contractor. In such a event no compensation shall be payable by the BSNL to the contractor toward any inconvenience/loss that he may be subjected to as a result or such an action by the BSNL. In this regard the decision of (the Circle Head) 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 any other account whatsoever any where in the CHIEF GENERAL MANAGER, CG CIRCLE Raipur or from a security deposit.
- 12.8 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.

13. Termination for Insolvency:

The CHIEF GENERAL MANAGER, CG CIRCLE Raipur 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 CHIEF GENERAL MANAGER, CG CIRCLE Raipur.

14. Optional Termination by BSNL (Other than due default of the Contractor):

- 14.1 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 and a reasonable compensation in accordance with the contract price for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use in respect of the work.
- 14.2 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's and hand over possession of the work / operations concerned to the BSNL or as the BSNL may direct.
- 14.3 The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the contractor.

15 Issuance of Notice:

- 15.1 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.
- 15.2 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 Raipur.
 - 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 Raipur 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.

16. TERMINATION OF CONTRACT

- 15.3 The CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving **10 days notice** in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.
- 15.4 In the event of contractor failing to execute the contract to the satisfaction of CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR shall have the right to reject or/and with hold payment for such quantity of work till such time the defect rectified to the satisfaction of the CHIEF GENERAL MANAGER, CG CIRCLE Raipur.
- 15.5 In case of death of contractor during the period of contract, CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR may at his opinion either immediately terminate the agreement or may require the surviving partner/legal heir of the contractor to complete the contract as per the original agreement.

17. ARBITRATION:

- 17.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of Chief General Manager Telecom, CG Telecom Circle Raipur of Bharat Sanchar Nigam limited (BSNL) of the respective Circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Chief General Manager Telecom, CG Telecom Circle Raipur or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chief General Manager Telecom, CG Telecom Circle Raipur of BSNL shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitrator and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.
- 17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being In force shall be deemed to apply to the arbitration proceeding under this clause.
- 17.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager, Chhattisgarh Circle or such other Places as the arbitrator may decide. The Following procedure shall be followed:
- 17.3.1 In case parties are unable to settlement by themselves, the dispute should be submitted or arbitration, In accordance with contract agreement
- 17.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.
- 17.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 17.3.4 The onus of establishing his claims will be left to the contractor.
- 17.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 17.3.6 The "points of defence" will be based on actual conditions of the contract.
- 17.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 17.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defence".

17.3.9 If, the contractor Includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

17.3.10 As Per corporate office letter no. MMS/135-1/2011-12(Pt.)/70 Dated – 28/12/2017 Revision of Arbitration Guideline in BSNL in accordance with arbitration and conciliation (Amendment) Act, 2015 (3 of 2016) – Modification required in tender clause regarding fast track procedure shall be applicable where the claim amount is up to **Rs. 5 crores**.

18. FORCE MAJEURE:

18.1 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, evil 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 Raipur as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

18.2 Provided also that if the contract is terminated under this clause, the CHIEF GENERAL MANAGER, CG CIRCLE shall be at liberty to take over from the contractor at a price to be fixed by the CHIEF GENERAL MANAGER, CG CIRCLE, 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 Raipur may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the CHIEF GENERAL MANAGER, CG CIRCLE elect to retain.

19. NEAR-RELATIONSHIP CERTIFICATE

19.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL units.

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners. In case of bidder being Company/Limited company the certificate will be given by all the Directors of the company, but excluding following:

- a) Government of India/ Financial institution nominees and independent non-Official part time Directors, appointed by Govt. of India or the Governor of the state and
- b) Full time Directors of PSUs, both Central and State

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

Unit, shall be taken as following:

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

19.2 The near relatives for this purpose are defined as under.

- (a) Member of 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) sife (Daughter in law), Daughter & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband(brother in law).

19.3. The format of the certificate is given in Section-X

20. Inspection :-

BSNL shall have the right to cause an examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him through the PBG or future bills.

21. LEGAL JURISDICTION :-It is also a condition of this contract that the court, which has territorial jurisdiction upon the place (CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR) from which the acceptance of tender is issued, shall have absolute jurisdiction for adjudicating any difference or dispute arising of this contract.

22. GST Registration :-The contractor has to submit the registration of the GST. Otherwise no bill will be initiated for payment till the submission of GST registration

23. LIQUIDATED DAMAGE:-If the tenderer fails to deliver the services within the period prescribed for work, the BSNL shall be entitled to recover 100 % from the bill or performance security. In the case of work order where the delayed portion of the work hamper, optimization of the systems, LD charges shall be levied as above on the total value of the concerned package of the Work Order. Quantum of liquidated damages assessed and levied by the BSNL shall be final and not challengeable by the Vendor.

24. **Clause by clause compliance.** A clause- by – clause compliance of service to be provided shall be given as per Scope of Work U/S II and General & Commercial Conditions U/S-III. In case of deviation a statement of deviation shall be given.

25. RECOVERY OF OVER PAYMENT

During audit or internal check, if any over payment is noticed, the same can be recovered from the contractor, any of the bills, even if the bills are passed/ paid. BSNL reserve rights to recover the same from other contracts of the vendor also.

26 **INDEMNITIES:**

26.1 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works , cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL , Its *officers* and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (Inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

26.2 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 suit or other finding without first consulting the BSNL.

27 **SET OFF:** -Any sum of money due and payable to the contractor (Including security deposit refundable to him) under this contract may be appropriated by the CHIEF GENERAL MANAGER, CG CIRCLE

Raipur or any other person or persons contracting through the BSNL Raipur and set off the same against any claim of the CHIEF GENERAL MANAGER, CG CIRCLE Raipur or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with BSNL Raipur or such other person or persons contracting through CHIEF GENERAL MANAGER, CG CIRCLE Raipur.

28 . DISPATCH OF NOTICE/ORDER

Any notice, order or other communication sought to be served to the contractor with reference to the contract shall, without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post or by telegram to the office of Tenderer at site or to the tenderer's head office, while any notice or order or communication by the tenderer to be served on BSNL with reference to contract shall be validly served if delivered by hand or through registered post to the office of AGM(MM), O/o CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR . The tenderer can be intimated through SMS & E Mail also which will be valid communication

29. SPECIAL RIGHTS OF CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR

1. In case of any dispute between the two contracting parties, the decision of the CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR will be final.
2. The CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR is not bound to accept the lowest tender, and also reserves the right to reject any or all the tenders so received without assigning any reason.
3. The CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered with the department.
4. The CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR reserves the right to increase or decrease the duration and validity of the contract from normal one year duration and also reserves in the interest of the department.
5. In case of any dispute, case would be referred to the CHIEF GENERAL MANAGER, CG CIRCLE , RAIPUR or any other authority looking after the duties/works of CHIEF GENERAL MANAGER, CG CIRCLE , RAIPUR and he would be the sole arbitrator. His decision would be final and binding on all cases.
6. Tenders with any condition including that of conditional unconditional rebates shall be rejected forthwith.
7. All provisions of statutory acts enacted by the Govt. or other Local formalities issued by other statutory bodies and local authorities from time to time shall be fulfilled /complied at the cost of bidder/tenderer.
8. **The CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR reserves the right to black list the contractor and forfeiture the EMD if contractor submit false /Bogus certificates/ documents and found in any illegal activity or any such activity which is, in contravention to the general policy, statutory provision, rules, regulation as announced or declared or published by any competent authority**

30. General Terms and Conditions:

The company reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.

1. In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitrator appointed by BSNL.
2. BSNL's decision will be final on all matters relating to the business and will be binding on the contractor.
3. It will be BSNL's Endeavour to make the payment to the contractors as per the schedule, however this may stretch beyond the scheduled time only in case of delays in getting claims from the contractors or in case of incorrect claims
4. All contractor's representatives will report to BA Head/ competent Authority through the nodal officer appointed by BA Head/Competent Authority.
5. All present, future & additional taxes /Levies/ duties etc. that may be levied by the govt./ Local authorities etc. will be borne by the contractors.
6. The contractor's representatives shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, and notifications etc of the Govt. / Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.

7. The contractor's representatives have to fully cooperate with BSNL to investigate any complaint from the public/staff.
8. The contractor shall ensure provision of necessary safety devices tools/ kits etc required for discharge of services as mentioned in Section VII at his own cost and shall recoup the same from time to time.
9. Contractor shall be liable for all payments of minimum wages, Salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, EPF, ESI, ID, act etc.
10. The Contractor shall be liable for any theft; sabotage etc. of BSNL property and the Damages / losses if any will be recovered from the contractor. The contractor shall report any such incident to the site in charge immediately.
11. The Contractor agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
 - a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or
 - b) Any breach of the terms and conditions in this agreement by Contractor This clause shall survive even on the termination or expiry of this agreement.
12. BSNL Shall not be liable for any act of commission or omission of any third party.
13. The Contractor's representatives will have to abide by the policy rules, regulations & instructions of BSNL as revised/modified from time to time, without any prior notice to the Contractor in respect of all matters including security deposit / PBG, payment to the contractor etc.
14. The Contractor will be bound by all the aspects and legal issues relating to the labour laws.
15. The bidder should comply to make in india clause as per the circular No. P-45021/2/2017-PP(BE-II)-part(4)vol.II issued by Ministry of commerce and industry and industry Department for Promotion of Industry and Internal Trade(Public Procurement Section) Dated 19.07.2024 & BSNL Corporate letter no. BSNLCO-MMT/12(13)/1/2024-MMT Dated 19.08.2024.

SECTION VI

SPECIAL (commercial) CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section-IV & 'General(Commercial) Conditions of the Contract' as contained in section-V and wherever there is conflict, the provisions herein shall prevail over those in **Section-V**.
2. Date fixed for opening of bids is, if subsequently, declared as holiday by the Govt of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. **The small scale industries registered with National Scale Industries Corporation (NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC.**
4. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligation against earlier contracts entered into with the BSNL.
5. BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
6. The Purchaser reserves the right to offer / counter offer price(s) against the price(s) quoted by any bidder.
7. Any clarification issue by Purchaser in response to query raise by prospective bidders shall form an integral part of Bid Documents any it may amount to amendment of relevant clauses of the Bid Documents.
8. The financial bids will be compared on Grand Total value obtained after summing QxR of items as specified in Price Schedule.

Q - Indicates for Quantity of Goods
R - Indicates for rate per unit of Goods.

9. DELETED.

10. TERMS AND CONDITIONS OF COMPREHENSIVE REPAIRING:-

1. SCOPE OF REPAIRING

- a) The Contractor shall under take repair of all the items of (Power Plant) under the scope of this agreement.
- b) The contractor will follow all the terms & conditions mentioned in the tender.

2. FAULT REPORTING

The Power Plant in charge shall report the systems to the Branch office of the Contractor located at the address specified for each BA. The fault must be reported in the format as per **Section-XV**, by SMS/E-mail/Registered post and a copy shall be endorsed to the AGM. (NWP CFA) concerned of BA.

3. TRANSPORTATION OF SYSTEMS

The Contractor shall arrange all testers/ tools required for the purpose of repair of faulty module/Control Cards/Display unit assembly. All the expenses and charges, viz, transport, lodging, cost of components, replacements, taxes and other State/ Central Government levies on material, etc., shall be borne by the Contractor. Although the available infrastructure (like furniture, etc.) at the station can be used by the contractor for Repairing purpose , yet the contractor shall have no claim on the BSNL to provide furniture or any other material required in connection with Repairing of power plant.

4. **CORRECTIVE Repairing/ MAINTENANCE IN FIELD**

As and when any defect is reported, it will be repaired by the contractor wherever required, parts will be replaced free of cost, provided the replacement is necessitated due to normal wear and ageing. Defects arising out of natural calamities or otherwise are outside the scope of repairing.

5. **REPAIR AT CONTRACTOR'S WORKS PLACE**

- a) PCB's, Which cannot be repaired in the field, or other parts which need factory repairs, will be sent to factory/works at the contractor's cost with the permission of concerned AGM in-charge.
- b) The contractor shall not refuse to repair any module /PCB or any other component of Power plant on plea of the obsolescence or unavailability of spares.

6. **REPAIRING / MAINTENANCE AND VERIFICATION**

- a) The personnel of Contractor will carry out repairs in the presence of staff of the DE. SDE in-charge of the exchange of the respective SDCA or a duly authorized officer shall certify on each occasion that the rectification of faults of the systems has been carried out satisfactorily. Such certificates shall invariably be handed over to the visiting Personnel of the Contractor, for submitting along with the bills.
- b) In specific cases, where module/modules of power plant attended by the Contractor's service engineer or personal are found not in working condition after rectification in the field, the contractor shall depute its service engineer to the field, to rectify such faults, in the presence of the site engineer.

7. **RESPONSE/RECTIFICATION TIME**

1. **COMPLAINT**

The Fault Repairing should be done by telephone, written letter sent through post or by hand or Email reported in the format, as per **Section-XV**. After receiving fault/complaint the contractor will acknowledge it and give docket No and intimate to the Power Plant in-charge.

2. **RESPONSE TIME**

On receipt of the complaint from the Power Plant in charge, the Contractor shall attend the fault within 24 hours and in case of calamities, strike/band, etc. the response time may exclude the period affected by the calamity. Any hold-up/delay due to law and order problem is also to be excluded from the response time.

3. **REPAIRING TIME**

Repairing time should be as per date of fault reporting / work order. In case of contractor fails to repair within specified time mentined in the work order, penalty will be imposed.

8. **PRIORITY FOR COMPLAINTS REGISTERED SIMULTANEOUSLY.**

- a) In case the Contractor is not in a position to attend all faults reported simultaneously, he will ask for the priority from the concerned Divisional Engineer.
- b) At the end of comprehensive repairing period, the contractor must handover all modules of power plants /Control Cards/Display unit assembly in working and good condition without any fault. In this regard a certificate should be obtained from concerned in charge.

9. **SCOPE/VALIDITY & COMMENCEMENT OF REPAIRING**

Systems, which are in healthy condition and are working satisfactorily at the time of signing agreement, will fall under repairing systems The Agreement shall be in force for a period of one year from the date of commencement. The repairing shall commence from the date of the signing of the agreement by BSNL.

10. PENALTY FOR DELAY IN COMPLETION OF WORK:-

1. If the contractor refuses to accept the work or refuses to execute the work, BSNL reserves the right to get the work done through any other agency (or even at departmental level) even with higher rate and the cost so incurred will be deducted from the contractor's bill or his security deposit as the case may be.
2. In case of breach of any terms and conditions,
Or
In case of poor quality of work done,
Or
In case of delay in execution of work beyond prescribed period in the work order, the BSNL will be at liberty to take any or all of the following actions after giving a 15 days notice to the contractor and after examining the reply of the contractor (if any),
 - (a) The Agreement may be cancelled.
 - (b) The work order may be cancelled.
 - (c) The SD/EMD may be forfeited.
 - (d) The contractor can be blacklisted.
3. In case the approved contractor is not able to comply with all the conditions stated in **clause 10.1 & 10.2** above, then the department shall impose a penalty @ **Rs. 500/- per day per Module** of SMPS Power Plant subject to a maximum of **Rs. 5,000/-** per Modules of SMPS Power Plants in a month.
4. In case the contractor does not rectify the 'Fault Condition' even after imposing maximum penalty of Rs. 5,000/- for a Modules of SMPS Power Plants for a month then:-
 - (i) The department shall have the liberty to get the Modules of SMPS Power Plants or Control Cards/Display unit assembly repaired through any other agency even at higher rates and the extra cost shall be recovered from the running bills / security of the contractor.
 - (ii) The department shall have the liberty to initiate the case for terminating the contract by giving one month notice to the contractor.
5. However in a particular case, if the CHIEF GENERAL MANAGER, CG CIRCLE Raipur is satisfied based on facts and circumstance of the case, and also based upon any written representation that the contractor may make in this regard that the delay in the progress of work was due to reasons beyond the control of the contractor, the **CHIEF GENERAL MANAGER, CG CIRCLE Raipur reserves the right to wave off the penalty.**
6. For RNP cards, a certificates to be given by manufacturer declaring RNP and shall be excluded from penalty. RNP items will include only clearly visible burnt and damaged cards / assembly etc.

11. RISK & COST:-

1. In the event of the contractor failing to execute the work to the full satisfaction of the department. The department reserves the following rights:-
 - (i) To reject any part of the work executed and with hold payment of such inferior quality of work , till such time the defects are rectified to the full satisfaction of the department.
 - (ii) In case the contractor does not perform to the full satisfaction of the department even after giving one month notice, his contract shall be terminated after the lapse of one month. The decision of the department shall be final and binding on the contractor.

SECTION VII

SCOPE OF WORK AND JURISDICTION OF CONTRACT & SPECIFICATION

1. The contractor has to execute the work of repairing of faulty **Modules, Control cards & Display unit assembly** of All company make (like **ADOR ITI, HFCL (Exicom), DYNA, ELTEK, DELTA etc.**) SMPS Power Plants at different places in Raipur BA as per bid specification.
2. The work carried out by contractor would be of good quality and to the full satisfaction of concerned Sub Divisional Engineer Telecom in BAs.
3. DETAILS OF WORK

1. The contractor shall undertake repair of all make faulty power plant modules, control cards & display unit assembly of the systems (SMPS Power Plant) for the **Exchanges under area of DE/SDE/JTO** under the purview of this agreement of CHIEF GENERAL MANAGER, CG CIRCLE Raipur.

2. Estimated Quantity of 100A/50A/25A Power Plant Repairing (Make ITI/Ador/HFCL(Exicom)/Dyna/ Delta/Eltek).

S.no	Type Of Module	Qty In Nos (Zone 1)	Qty In Nos (Zone 2)	Total In Raipur BA
1	PP Module 25 A	277	198	475
2	PP Module 50 A	130	136	266
3	PP Module 100 A	232	112	344

3. The work carried out by contractor would be of good quality and to the full satisfaction of concerned Sub Divisional Engineer Telecom in Bas.

4. All the software upgrades required for **Repairing**/maintenance of the Power Plants supplied shall be implemented free of cost for one years by the CONTRACTOR and Acceptance Testing of the same shall be got done by him through authority designated by BSNL for all the functions after implementation of software upgrades.
5. The CONTRACTOR shall be solely responsible for the repair of the faulty Modules, Control Cards and Display cards of SMPS Power Plants (software/hardware) and its parts.
6. **Repair Facilities and Responsibilities:**

To facilitate the BSNL field units sending the faulty 100A/50A/25A Modules, Control Cards and Display units assembly of All Company make SMPS Power plants for repair/replacement, the CONTRACTOR shall have Nodal Repair Center, responsible for repair/replacement of the same. However, for keeping the turnaround time for faulty Modules, Control Cards and Display units' assembly of Power Plants as Seven Days (7 Days), the CONTRACTOR may establish more repair centers. The CONTRACTOR shall clearly indicate the sites for repair by providing name of the contact person at such sites along with postal address; telephone, fax no., e-mail etc. to concerned BAs In-charge and head of GM BA concerned as per **Annexure-1**.

The CONTRACTOR shall also provide the name of alternate contact person/Nodal Repair Center along-with address and telephone /fax/e- mail to be contacted by BSNL staff for support in case of no response/poor response from designated Repair Center. This, however, shall not preclude BSNL from imposing the penalties, as applicable, for not fulfilling contractual obligation.

Any change in Address, Phone number, fax/e-mail etc. shall be intimated in writing by the CONTRACTOR to the concerned BA In-charges as well as the head of GM BA at the earliest. In case the system in charge/duty officer of the concerned BSNL station is unable to report the fault to the particular Nodal Repair Center due to change of phone number etc. or phone remaining out of order, the fault will be reported to alternate Nodal Repair Center and the CONTRACTOR shall be responsible for rendering all the **Repairing/** maintenance support services to the affected station.

The Nodal Repair Center shall receive the faulty Modules, Control Cards and Display unit's assembly of SMPS Power Plants from BSNL sites/ exchanges and repair / replace them with good Power Plants and get it tested to the satisfaction of BSNL, within a maximum turn around period of Seven (7) days.

It shall be the contractor's responsibility to collect the faulty Modules, Control Cards and Display units' assembly of SMPS Power Plants to the designated repair center. It shall be the responsibility of contractor to repair the same and hand over the repaired items at site/ exchanges to the concerned BSNL offices and get it tested to the satisfaction of BSNL.

Average efficiency of repairing of the Power Plant modules/ control cards/ display unit assembly shall be 99% of the total offered modules, Control Cards and Display units assembly of Power Plants, for repair under this agreement i.e. **not more than 1% of the total Modules**, Control Cards and Display cards sent for repair in a year will be declared as RNP (Repair not possible) by the contractor under the contract. While calculating the number of RNP items shall be rounded off to the nearest integer.

Components / spares used by the contractor shall be from the sources which are approved, well established and passed through strict inward goods inspection, by their inspection department passing through high power testers. This will under quality assurance umbrella of BSNL.

Note:- As per this above clause Power Plant which fall under the AMC of M/s Nokia (Alcatel) phase VIII.4 and M/S ZTE phase VII which not be covered in this tender.

SECTION – VIII

{To be executed on non judicial stamp paper of Rs. Minimum 100/- or Rs. as per stamp Act of Finalized Tender cost (which is More)}

FORMAT OF AGREEMENT

This agreement made on this _____ day of (month) (year) **2025** Between BSNL (A Govt. of India Enterprises) a company incorporated under the companies act 1956 vide incorporation certificate no ----- having its registered corporate office at **Bharat Sanchar Bhawan H.C. Mathurlane , Janpath New Delhi-110001** and Circle Office **CGM o/o CGMT C.G. Circle Chhattishgarh Raipur (C.G.)** and **CHIEF GENERAL MANAGER, CG CIRCLE** of the first part through _____ O/o **CHIEF GENERAL MANAGER, CG CIRCLE Raipur (C.G.)** (hereinafter referred to as the ‘Party of First Part’ which expression shall included the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) empowered to execute this agreement through its resolution passed in the meeting of Board of directors .Its provisional acceptance tender vide number-----

----- **Dated:** _____ herein part of this agreement.

And

M/s _____ having Address at _____ (hereinafter referred to as the Party of Second Part’ or Second Part which expression shall included the legally constituted signatories, assigns, Successors and officers duly empowered to execute such agreement) of the second part through his sole proprietor Mr. _____ empowered to execute this agreement.

Whereas the Party of First Part i.e. BSNL (A Govt. of India Enterprises) is and

Whereas the contractor has offered to enter into contract in pure labour contract: with the said BSNL for execution of work of -----

----- **Vide NIT No.** -----

----- (the BSNL RAIPUR) 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 “contractor ” has deposited as **SD Rs.** _____ **vide** _____ **dated** _____ **from** _____

Bank. The And

Whereas No interest will be claimed on the security deposits.

Whereas no interest will be claimed on the delay payment on any ground of dispute.

The contractor shall, during the period of this contact: that is to say **from** - - - **to** - - - or completion of work for **Rs.** _____ /- (**Rs.** _____)

Whereas the Party of First Part i.e. BSNL (A Govt. of India Enterprises) is and

WHEREAS, BSNL has placed work order on the CONTRACTOR for repairing of Modules, Control Cards and Display unit assembly of SMPS Power plants for one year.

WHEREAS as per the provisions of the Tender enquiry number _____ Dated _____, (hereinafter called the “Bid Document”), for repairing of SMPS Power plants modules, Control Cards and Display unit assembly in CHIEF GENERAL MANAGER, CG CIRCLE (a BSNL’s Unit), the CONTRACTOR for SMPS is contractually required to sign an agreement for repairing of 100A/50A/25 A **Modules, Control cards & Display unit assembly** of All company make (like **ADOR , ITI, HFCL (Exicom), Dyna, Delta, Eltek etc.**) SMPS Power Plants at different places in Raipur BA

WHEREAS the Agreement for repairing of 100A/50A/25 A **Modules, Control cards & Display unit assembly** of All company make (like **ADOR , ITI, HFCL (Exicom), Dyna, Delta, Eltek etc.**) SMPS Power Plants at different places in Raipur BA has been , prepared based on the relevant clauses of the said Bid Document/ Purchase order.

WHEREAS the CONTRACTOR has agreed to fully comply with all the provisions of the Bid Document/ purchase order, including those pertaining to repairing of 100A/50A/25 A **Modules, Control cards & Display unit assembly** of All company make (like **ADOR , ITI, HFCL (Exicom), Dyna, Delta, Eltek etc.**) SMPS Power Plants at different places in Raipur BA after making himself fully conversant to fulfill the implications of the terms and conditions and specifications mentioned therein.

Now the Agreement Witness as follows:

1. Validity Period of the Contract:

Repairing of Modules, Control Cards and Display units' assembly of SMPS Power plants shall come into effect from the date of signing of agreement at CHIEF GENERAL MANAGER, CG CIRCLE office and shall remain valid for one year.

2. Extension of Contract:

Extension of this Contract shall be negotiable, depending on the performance of the CONTRACTOR during the initial term of one Year. However it shall be optional for BSNL not to enter into the agreement further, with the CONTRACTOR.

3. SCOPE OF WORK:

- A. The contractor has to execute the work of repairing of 100A/50A/25A **Modules, Control cards & Display unit assembly** of All company make (like **ADOR ,ITI, HFCL (Exicom), Dyna, Delta, Eltek** etc SMPS Power Plants at different places in Raipur BA as per bid specification.
- B. The work carried out by contractor would be of good quality and to the full satisfaction of concerned Sub Divisional Engineer Telecom in BAs
- C. During the period of this agreement, the CONTRACTOR shall inter alia:
- (i) Accept all the units handed over by BSNL for repair.
 - (ii) Diagnose the hardware and software faults.
 - (iii) Rectify the hardware/software fault detected.
 - (iv) Repair/replace the faulty PCB and any other part of the whole Modules/Control cards/Display unit assembly of SMPS Power plant.
 - (v) Deliver the repaired Modules/Control cards/Display card of SMPS Power plant at the concerned BSNL office within a maximum period of 7 days of its receipt at its Nodal Repair center/BSNL Sites and get it tested to the satisfaction of BSNL
4. All the software upgrades required for **Repairing**/maintenance of the Power Plants supplied shall be implemented free of cost for one years by the CONTRACTOR and Acceptance Testing of the same shall be got done by him through authority designated by BSNL for all the functions after implementation of software upgrades.
5. The CONTRACTOR shall provide all software upgrades to BSNL free of cost as a part of this agreement with the **Repairing**/ maintenance procedures for these upgrades.
6. The CONTRACTOR shall be solely responsible for the repair of the faulty Modules, Control Cards and Display cards of SMPS Power Plants (software/hardware) and its parts.
7. **Repair Facilities and Responsibilities:**
To facilitate the BSNL field units sending the faulty 100A/50A/25A Modules, Control Cards and Display units assembly of All Company make SMPS Power plants for repair/replacement, the CONTRACTOR shall have Nodal Repair Center, responsible for repair/replacement of the same. However, for keeping the turnaround time for faulty Modules, Control Cards and Display units' assembly of Power Plants as Seven Days (7 Days), the CONTRACTOR may establish more repair centers. The CONTRACTOR shall clearly indicate the sites for repair by providing name of the contact person at such sites along with postal address; telephone, fax no., e-mail etc. to concerned BAs In-charge and head of GM BA concerned as per **Annexure-1**.
The CONTRACTOR shall also provide the name of alternate contact person/Nodal Repair Center along-with address and telephone /fax/e- mail to be contacted by BSNL staff for support in case of no response/poor response from designated Repair Center. This, however, shall not preclude BSNL from imposing the penalties, as applicable, for not fulfilling contractual obligation.
Any change in Address, Phone number, fax/e-mail etc. shall be intimated in writing by the CONTRACTOR to the concerned BA In-charges as well as the head of GM BA at the earliest. In case the system in charge/duty officer of the concerned BSNL station is unable to report the fault to the particular Nodal Repair Center due to change of phone number etc. or phone remaining out of order, the fault will be reported to alternate Nodal

Repair Center and the CONTRACTOR shall be responsible for rendering all the **Repairing/** maintenance support services to the affected station.

The Nodal Repair Center shall receive the faulty Modules, Control Cards and Display unit's assembly of SMPS Power Plants from BSNL sites/ exchanges and repair / replace them with good Power Plants and get it tested to the satisfaction of BSNL, within a maximum turn around period of Seven (7) days.

It shall be the contractor's responsibility to collect the faulty Modules, Control Cards and Display units' assembly of SMPS Power Plants to the designated repair center. It shall be the responsibility of contractor to repair the same and hand over the repaired items at site/ exchanges to the concerned BSNL offices and get it tested to the satisfaction of BSNL.

Average efficiency of repairing of the Power Plant modules/ control cards/ display unit assembly shall be 99% of the total offered modules, Control Cards and Display units assembly of Power Plants, for repair under this agreement i.e. **not more than 1% of the total Modules**, Control Cards and Display cards sent for repair in a year will be declared as RNP (Repair not possible) by the contractor under the contract. While calculating the number of RNP items shall be rounded off to the nearest integer.

Components / spares used by the contractor shall be from the sources which are approved, well established and passed through strict inward goods inspection, by their inspection department passing through high power testers. This will under quality assurance umbrella of BSNL.

8. This Contract is subject to jurisdiction of Court at Raipur (C.G).
9. The contractor shall abide by the Labour laws as under :

I hereby give an undertaking to abide by the followings:

- A. As per the existing guidelines of the provisions of EPF & Misc. provisions Act 1952 & Employees provident Fund Scheme 1952, EPF is to be deducted for each labour engaged by the contractors. For this the contractor shall have to take EPF code from the EPF Commissioner and do necessary deductions.
- B. To implement the said statutory requirements, the contractor should be registered with EPF Commissioner. They would have to furnish an undertaking that with in seven days of the close of every month, they will submit a statement showing recoveries of contribution in respect of employees with the certificate that the same has been deposited with PF Commissioner

In witness whereof the parties present have here into set their respective hands and seals the day and year in _____.

Above written:

Signed & Delivered on behalf
of the BSNL

Signed sealed & Delivered by
the above named Contractor

In the presence of Witness:

In the presence of Witness:

1.

1.

2.

2.

SECTION - IX

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach before Date of Bid opening)**

NIT No.:

DATE:-

Subject: Authorization for attending bid opening on _____ (date) in the tender of _____

The following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I		
II		
Alternate Representative		

Signatures of bidder
or
Officer authorized to sign the bid documents on behalf of the bidder.

- No.
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate. Representative will be permitted when regular representatives are not able to attend.
 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

Section- X(A)
UNDERTAKING & DECLARATION

For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

I/ We have read, understood and agree to comply 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.

1. 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.
2. I/we declare that that there is no addition/ deletion /corrections have been made in the downloaded tender document against which the bid is being submitted and it is identical to the tender document appearing on the website/ e-tender portal.

b) The tenderer hereby covenants and declares that:

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

Date:
.....

Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

SECTION – X(B)
DECLARATION

NEAR – CERTIFICATE

(Format of the Certificate to be given as per the clause 19 of Section-V by the bidder in respect of status of employment of his/ her near relation in BSNL) *

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

OR

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

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

* Strike off which ever is not applicable.

In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the Proprietor/Partners/Directors of the tenderer entity

With date and seal

Section 10 (D)

CLAUSE BY CLAUSE COMPLIANCE

Sl.No	Section No	Details	Remark for compliance (All clauses of this section are complied)
1	IV.	Instructions to Bidders	All clauses of this section are complied
2	V.	General (commercial) conditions of The contract	All clauses of this section are complied
3	VI.	Special conditions of the contract	All clauses of this section are complied
4	VII.	Scope of work and jurisdiction of Contract	All clauses of this section are complied
5	VIII.	Agreement	All clauses of this section are complied
6	IX.	Letter of Authorization for attending Bid opening	All clauses of this section are complied
7	X.	UNDERTAKING & DECLARATION	All clauses of this section are complied
8	XI.	Affidavit	All clauses of this section are complied
9	XII.	Performance Security Bond	All clauses of this section are complied
10	XIII.	FINANCIAL BID DOCUMENT	All clauses of this section are complied
11	XIV.	Business Banning	All clauses of this section are complied
12	XV	Proforma for Complaint Form	All clauses of this section are complied
13	XVI	Details of Nodal Repair Centre & Contact Person (Annexure I)	All clauses of this section are complied
14	XVI	Annexure II	All clauses of this section are complied

Note:

1. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder.

Signature of the Bid

SECTION: XI

AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER'S / DIRECTORS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-or More. The stamp paper has to be in the name of the tenderer)

I _____ Sole proprietor/ Partner/ authorized signatory of M/s _____ sole proprietorship/partnership firm/public/ private limited company, having its principal place of business/ registered office at ---
----- (Full Address) do hereby solemnly affirm and declare as under:-

1. That I am the sole proprietor of M/s _____

	Full Name of proprietor	Fathers name	Address	Contract No.	Email ID
1					

That our firm is partnership firm having partners as under:-

	Full Name of partners	Fathers name	Address	Contract No.	Email ID
1					
2					
3					

OR

That our firm is Private limited / public limited company incorporated in terms of the provisions of the Companies Act. 1956/ Companies Act, 2013.

	Full Name of Directors	Fathers name	Address	Contract No.	Email ID
1					
2					
3					

2. I /we -----(Name of Partner/ Directors) all the partners/ Directors here by authorize to Mr.----- to act in our name and on behalf and sign and execute all documents/ agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the CHIEF GENERAL MANAGER, CG CIRCLE BSNL Raipur , (C.G.) in connection with their Tender for-----
----- Vide NIT No. -----

In short he is fully authorized to do all each and everything requisite for the above purpose concerning _____ (Name of Firm) and we hereby agree to confirm and ratify his all and every act of this or any documents executed by our said attorney within the scope of the authority hereby conferred on him including references

of cases to arbitration and the same shall be binding on us and our firm as if the same were executed by us individually or jointly.

3. Detail trade/work description of Firm:-

I. -----

II. -----

III. -----

4. I/We declared that my "Firm/Company Name" Address -----
----- (which is registered under Firm of registrar/ company Act or any other statutory organization) is Unique in all others respective organization such as EPF, ESI, GST, Income Tax Return , PAN and other Govt. organization . If any discrepancy is found then I would not be allowed in any interim relief in any ground of Passing off.
5. That I/We will is not barred from participating in bidding process in BSNL by any BSNL Unit & No any suit case in BSNL by any BSNL Unit or any other statutory Govt. Organization.
6. I/We the tenderer(s) am / are signing this document after carefully reading the contents.
7. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof. **If I/We fails to enter into the agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL.**
8. I/We declare that, I/We will fulfill / comply all the terms and conditions of the Clause by Clause Compliances, no deviation & no any addition/deletion/correction has been made in the downloaded tender document being submitted/uploading and it is identical to the tender document appearing on the website. In case of any corrections/addition /alteration /omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily with black listing of bidder for any further work in BSNL.
9. I / we declare and certify that I / We have not made any misleading or false representation in the forms, statements and attachments in proof of the eligibility criteria requirements.
10. I/we also understand that, if any of the certificates submitted by us are found to be false / forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee be sides any other action provided in the contract.
11. I/We declare that, I/We will fulfill / comply all the terms and conditions of the provisions of Employees' Provident fund Scheme 1952 (EPF) & Misc. Provisions Act, 1952 with latest amendments in respect of labours / employees engaged by me/us for performing the works of BSNL.
12. I/We declare that, I/We will fulfill / comply all the terms and conditions of the provisions of Employee's Insurance ACT 1948 (ESI) & other Govt .Duty with latest amendments in respect of labours / employees engaged by me/us for performing the works of BSNL.

13. I/We declare that, I have sufficient capital resources to carry out operations and will make due payment, to our firms labour / employees assigned to execution of the tender no.----- of BSNL CG (BSNL) as per laws every month, insulating it from payments from BSNL. I/We also **under take** to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.
14. I/We hereby confirm and declare that, my/our firm/company M/s.....
..... and my/ our firm/ group/ company/ sister concern / associate company have not been black listed/ de-listed or debarred put on holiday by any Institutional agencies/ Private/Govt. Deptt./ Public Sector Undertaking from participating in the tender, as per NIT(my submitted experience certificate years as per experience clause 6 in section 1 of NIT) as on DNIT.
- i. If previously black listed / Barred pl providing details of same -----
- ii. My/ Our firm / partner as not black listed/ Business Banning by any organization/ PSU/Govt. Body. From participating in the tender as on date.
- (If this condition is come to notice at any time, during TOC, TEC & contract period, than entire amount of EMD, performance security Deposit & Bank Guarantee will be forfeited & all running contract shall be terminated.)
15. I/We also declare that, no store of BSNL will be pending with me/ us issued against completed/ terminated works of BSNL.
16. I/We declare that, in case it comes to the notice that the declaration/ documents/ information given by me/ us are false, the CHIEF GENERAL MANAGER, CG CIRCLE Raipur/ Chhattisgarh Telecom Circle is fully empowered to cancel my/our registration and can remove my/our name /Firm from the enlistment.
17. I/We hereby confirm and declare that, my/our firm/company M/s.....
is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft and/or diverting of fertilizers for industrial use or any other essential commodity during last five years.
18. I/We also declare that, none of my blood relative is working in the Bharat Sanchar Nigam Limited anywhere in India.
19. I/We further undertake that, in case any of the facts sworn in as mentioned above and any particulars mentioned in our application as found other- wise or incorrect or false any stage my / our firm /company shall stand debarred from the present and future tenders of the BSNL. Besides BSNL shall be entitled to take all such actions as may be deemed fit including termination of contract , if awarded , without any claim for any compensation whatsoever on account of such premature closure of the contract.
20. I/We declare that, all the information, Documents, Xerox copies of the Documents/ Certificates enclosed along with the Tender document are correct and if anything found false and/or incorrect and/or any suppression of fact is detected at any time, tender will be terminated and EMD/SD/Bills pending with Department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this Department in future.
21. I/we know that, to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.
22. I/we declare that, the information and documents submitted along with the tender by me

/ us are correct and I / we are fully responsible for the correctness of the information and documents submitted by us.

Signature of the authorized person
(Full name & address with photo)

(Signature of the Proprietor/ Partner/ Director with seal)

DEPONENT

Verified at -----on-----that the contents of paras 1 to 22 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

I personally verified sign of authorized person Mr.-----

And his AADHAR CARD NO -----

Signature of the authorized person
(Full name & address with photo)

(Signature of the Proprietor/ Partner/ Director with seal)

witness
(Full name & address)

DEPONENT

(Signature & seal of Notary)

Section- XII
Performance SECURITY (BOND FORM)

BG No. -----

Date-----

Amount-----

Valid up to-----

In consideration of the CMD, Bharat Sanchar Nigam Ltd having agreed to exempt [Hereinafter called the "Contractor(s) "] from the demand, under the terms and conditions of an agreement/Purchaser Order) No. Dated.....made between andforforth Tender of (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for..... we,(Name of the Bank).....(Herein after referred to as "the Bank") at the request of (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of 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 he 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 contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (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

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers 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 contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of 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..... (Office/BSNL)Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(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 Eighteen months from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of 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 contractor(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 contractor(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 Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(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. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We (Name of the Bank) Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the.....

Signature of the Bank
(Indicate the name of the Bank)

Name of the Branch _____
Bank Contract Telephone No. ----- Mobile No.-----
E-Mail ID _____

Signature of the *Witness*
Name of Witness
Address of Witness



No.: CGCO-MM/11/26/2024-MM BSNL CG CO

Dated 13-12-2024

Schedule of Rate for E-TENDER FOR REPAIRING

Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)

OFFICE OF THE CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR -492007

(THIS BID SHOULD BE FILLED & SUBMITTED ONLINE ONLY) (THIS IS GIVEN ONLY FOR THE PURPOSE OF QUANTITY & CONDITIONS ONLY)

Financial Bid(Section-XIII)

OF 100A /50A/ 25A SMPS POWER PLANT MODULE UNDER **ZONE-1**

S. No	Name of work	Types	Estimated Req Qty in Nos. (A)	Base Rate in Rs. for Repairing	Quoted Rate (in Rs.) Per Unit	
					In figure (B)	(In word)
1	Repairing of 100/50/25 Amps. SMPS faulty P/P Module, with Control cards & Display unit assembly of 100/50/25 Amp. Power plant. (Make ITI/Ador/HFCL (Exicom)/Dyna Delta/Eltel).	25A Modules	277	2100.00		
		50A Modules	130	2100.00		
		100 A Modules	232	4000.00		

NOTE:-

- The rate should be quoted clearly in figures and in words without correction.
- In case of difference between the rate quoted in words and Figures the rates quoted in words will prevail.
- Please quote rate for all above items.
- Rate should be inclusive of labour charges, cost of material required for maintenance of external, cost of transportation from BA stores & all taxes/duties applicable in state/central govt. and public bodies excluding GST tax.
- Evaluation of Bid value will be done on grand total value (i.e. Sum of A*B for all Types) as per quoted rates/unit by bidder for repairing charges.
- Quantity may be vary as per requirement.

I/ We have read carefully the terms and conditions, technical aspects / matter guidance in connection with this tender and accept all terms and conditions etc and assured that I/We have the capacity / capability to comply the order within specified time.

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.....

Address

Mob./Telephone

Schedule of Rate for E-TENDER FOR REPAIRING

Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)

OFFICE OF THE CHIEF GENERAL MANAGER, CG CIRCLE RAIPUR -492009

(THIS BID SHOULD BE FILLED & SUBMITTED ONLINE ONLY) (THIS IS GIVEN ONLY FOR THE PURPOSE OF QUANTITY & CONDITIONS ONLY)

Financial Bid(Section-XIII)

OF 100A /50A/ 25A SMPS POWER PLANT MODULE UNDER **ZONE-2**

S. No	Name of work	Types	Estimated Req Qty in Nos. (A)	Base Rate in Rs. for Repairing	Quoted Rate (in Rs.) Per Unit	
					In figure (B)	(In word)
1	Repairing of 100/50/25 Amps. SMPS faulty P/P Module, with Control cards & Display unit assembly of 100/50/25 Amp. Power plant. (Make ITI/Ador/HFCL (Exicom)/Dyna Delta/Eltek) .	25A Modules	198	2100.00		
		50A Modules	136	2100.00		
		100 A Modules	112	4000.00		

NOTE:-

- g. The rate should be quoted clearly in figures and in words without correction.
- h. In case of difference between the rate quoted in words and Figures the rates quoted in words will prevail.
- i. Please quote rate for all above items.
- j. Rate should be inclusive of labour charges, cost of material required for maintenance of external, cost of transportation from BA stores & all taxes/duties applicable in state/central govt. and public bodies excluding GST tax.
- k. Evaluation of Bid value will be done on grand total value (i.e. Sum of A*B for all Types) as per quoted rates/unit by bidder for repairing charges.
- l. Quantity may be vary as per requirement.

I/ We have read carefully the terms and conditions, technical aspects / matter guidance in connection with this tender and accept all terms and conditions etc and assured that I/We have the capacity / capability to comply the order within specified time.

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.....

Address

Mob./Telephone

Section – XIV

1. Business Banning Condition

The contractor shall be blacklisted for a specific period under any of the following circumstances:

- a) If the contractor fails to execute the contract or executes it unsatisfactorily.
 - b) If the contractor is no longer in possession of adequate man power/ labour/ personnel or financial resources.
 - c) If the contractor is litigious by nature or has violated any condition of the contract.
 - d) If the contractor is found to have given false information at the time of enlistment or is declared or is in the process of being declared bankrupt/insolvent winding-up, dissolved or partitioned.
 - e) If the contractor persistently violates the labour regulations and other contract laws.
 - f) If the contractor has been found involved in unethical business practices.
 - g) If the contractor has been found adopting wrongful means to influence the departmental authorities.
- The blacklisted contractor shall neither be allowed to participate in the tenders nor shall be allowed to apply for fresh enlistment any where in the DTS during the specified period of black listing

2. Period for removal /black listing

a) The contractor who has been removed from the enlistment shall neither be allowed to participate in the tenders any where in BSNL nor shall be allowed to apply for enlistment for a period of 15 years from the date of issue of order

b) Black listing

The contractor who has been black listed shall neither be allowed to participate in the tender any where in BSNL nor shall be allowed to apply for enlistment for a minimum period of 02 years and maximum period of 05 years from the date of issue of order

The action of removal/black listing will impact the economic interest of the contractor and therefore, it is likely that the contractor may seek recourse to legal action, it is therefore incumbent on the part of competent authority to ensure that proper and adequate ground exists for such decision. However, for proper and timely execution of works, the terms and conditions should be observed meticulously and appropriate and timely action should be initiated against the contractor(s) if delays, lapses or violations are observed without waiting for their repetitions. Timely execution of works with requisite quality at competitive costs is the essence of the contract system.

3 Termination Notice

1. Before terminating of the running contract a show cause notice may be issued to contractor to reply within 15 days. CHIEF GENERAL MANAGER, CG CIRCLE Raipur reserved the right to decide the explanation if submitted by the contractor for terminating the running contract.

2. If any communication/information comes to the notice of BA Raipur, regarding black listing of the firms. The CHIEF GENERAL MANAGER, CG CIRCLE BSNL Raipur reserved the right to discontinue /terminate of all the running contract of this firm.

Section - XV
COMPLAINT FORM

(For each Station a separate form should be used)

1. Name of the station/exchange
2. Complaint initiated on ----- (Date) ----- (Time)
3. Systems Description

(a) Capacity of Power Plant

(b) Make

(c) Serial No

(d) Date of Installation

(e) Modules Available

(f) Modules Faulty

4. Nature of fault
5. Detailed Observations

Signature-----

(Name)SDE In- charge

6. Received by M/s. -----Office on----- (date) at----- (time) I/C Service Centre of the Contractor
7. The above complaint has been attended and the systems has been restored to operation on----- (date).at----- (time)

Signature -----
(Name) SDE In- charge with seal

Signature -----
Engineer Incharge of Contractor

Section - XVI

Annexure: I

Details of Nodal Repair Centers and Contact Person.

S N	Name of the contact person/alternate contact person	Location of Designated Nodal Repair center	City/BA Served	Postal Address	Telephone Numbers Minimum=2 Nos.	Mobile Phone Number, if any.	FAX Number	E-mail address, if any

(Use extra sheet if required)

Annexure: I/A

Details of Alternate Nodal Repair Centers and Contact Person.

S N	Name of the contact person/alternate contact person	Location of Designated Nodal Repair center	City/BA Served	Postal Address	Telephone Numbers Minimum=2 Nos.	Mobile Phone Number, if any.	FAX Number	E-mail address, if any

(Use extra sheet if required)

(Making over of Faulty Power Plants Modules/Control Cards/ Display Unit Assembly to CONTRACTOR)

**Annexure -II
In Duplicate**

Sl. No. _____
Name of Circle: _____ Name of BA: _____

To,
The In charge, BY HAND
Nodal Repair Center, BY COURIER
_____ (Address)

No. _____ dated _____.

Sub: Repairing of 100A/50A/25 A Modules, Control cards & Display unit assembly of All company make (like ADOR, ITI, HFCL (Exicom), Dyna, Delta, Eltek etc.) SMPS Power Plants at different places in Raipur BA

Kindly find enclosed herewith the no. of Modules/Control cards/ Display unit assembly of-----
Make SMPS Power Plants Power Plants as detailed below for repair and sending it back to
_____ (Name and address of designated officer in BA with Designation) at the earliest.

S.No	Name of Items	Serial No	Nature of Fault	Faulty since
1				
2				
3				

Kindly acknowledge the receipt.

(Name and Signature of the designated officer of the BA)
(To be signed with stamp and Date)

CONTRACTOR's Receipt

On behalf of _____ (Name of the CONTRACTOR), Received the items as detailed below for repair under contract.

1. Nos. SMPS (Modules/Control Cards/ Display Unit Assembly): _____ Nos.
2. Accessories if any (with name): _____ Nos.

For and On behalf of
Name of the CONTRACTOR

(Name and signature of person at
CONTRACTOR's Nodal Repair Center)
(To be signed with stamp and Date)

Dated: _____

Signed Sealed and Delivered by the above named
BSNL by DE

CHECK LIST-1 (To be filled by all Bidders except Educational Bidder)

S.N.	PERTICULARS DETAILS	YES/NO/ NOT APPLICABLE
1	Tender Fee as per clause no 7 of section-1.	
2	EMD as per NIT.	
3	Bid form as per Section-II and Bidders profile as per Section-III of tender document duly filled in	
4	Registration of Firm as per NIT Documents	
5	Original "Power of Attorney" in case person other than the Bidder is signed the documents. The power of attorney should be for specific work (mentioning the NIT no.) in non judicial stamp paper /Self Declaration if not applicable	
6	Near Relationship as per Clause 19 section V of NIT and in the prescribed format in Section X (B)	
7	Experience Certificate as mentioned in Clause 6 of Section-I (NIT).	
8	Copy of valid PAN Card(in case of Sole Proprietorship, PAN No of proprietor is required , In case of Partnership firm/company, PAN No of firm /company is required)	
9	Income-tax Return filed copy of 3 financial years (FY: 2020-21 ,2021-22,2022-23)	
10	Copy of Valid ESI registration Certificate	
11	Copy of Valid EPF registration Certificate.	
12	Valid GST Registration Certificate(PAN based) and self-declaration along with evidence that bidder is not Black-listed by GST authorities.	
13	An Affidavit is to be given By The Proprietor/Partner's / Directors duly Notarized in Non-Judicial Stamp Paper/E-Stamp Paper worth Rs.100.00 or more as Per Format at Section XI. (Duly Self Attested And Notarized)	
14	Signed tender document on each & every page should be uploaded online through E-tender portal www.etenders.gov.in without any corrections, deletion and overwriting in original (Digitally Signed/Ink signed with seal)	
15	Attested copy of Valid Turn over Certificate Issued by a Chartered Accountant. Average Annual Financial Turn Over during the last 3 financial years should be at least 40% of estimated tender cost.	
16	Scanned copy of Solvency certificate as per Clause 27(xvi) section-I of NIT. <i>The solvency certificate shall not be older than 6 (SIX) months from the date of issue of NIT.</i>	
17	Annexure-I duly filled should be submitted	
18	Any other supporting documents asked for in bid document.	
19	Signed checklist	

Note:- All online documents should be submitted Original (Scanned) and digitally signed or ink signed with seal in case of xerox copy. Bid will be rejected if online documents are not submitted as mentioned above.

CHECK LIST-2 (To be filled by Educational Bidder Only)

S.N.	PERTICULARS DETAILS	YES/NO/ NOT APPLICABLE
1	Tender Fee as per clause no 7 of section-1.	
2	EMD :- 25% of actual EMD as per NIT.	
3	Bid form as per Section-II and Bidders profile as per Section-III of tender document duly filled in	
4	Registration of Firm as per NIT Documents	
5	Original "Power of Attorney" in case person other than the Bidder is signed the documents. The power of attorney should be for specific work (mentioning the NIT no.) in non judicial stamp paper. /Self Declaration if not applicable.	
6	Near Relationship as per Clause 19 section V of NIT and in the prescribed format in Section X (B)	
7	Copy of valid PAN Card(in case of Sole Proprietorship, PAN No of proprietor is required , In case of Partnership firm/company, PAN No of firm /company is required)	
8	Copy of Valid ESI registration Certificate	
9	Copy of Valid EPF registration Certificate.	
10	Valid GST Registration Certificate(PAN based) and self-declaration along with evidence that bidder is not Black-listed by GST authorities.	
11	An Affidavit is to be given By The Proprietor/Partner's / Directors duly Notarized in Non-Judicial Stamp Paper/E-Stamp Paper worth Rs.100.00 or more as Per Format at Section XI. (Duly Self Attested And Notarized)	
12	Signed tender document on each & every page should be uploaded online through E-tender portal www.etenders.gov.in without any corrections, deletion and overwriting in original (Digitally Signed/Ink signed with seal)	
13	Certified copy of Solvency Certificate from any nationalized/ scheduled bank for 10% of the estimated tender cost has to be submitted. The Solvency Certificate should not be older than six months from the date of issue of this Tender.	
14	Annexure-I duly filled should be submitted	
15	Any other supporting documents asked for in bid document.	
16	Signed checklist	

Note:- All online documents should be submitted Original (Scanned) and digitally signed or ink signed with seal in case of xerox copy. Bid will be rejected if online documents are not submitted as mentioned above.

VENDOR MASTER FORM

(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* : Mr. Ms. M/s Dr.

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :
(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no. (for Foreign Vendors) :

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No. :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code
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