



BHARAT SANCHAR NIGAM LIMITED
(A Govt of India Enterprises)
O/o GENERAL MANAGER , BUSINESS AREA BILASPUR
CITY EXCHANGE , NEAR AGRASEN CHOWK , BILASPUR- CG-495001

BID DOCUMENT

**Name of Tender:-E-Tender for supply and installation of aviation lamp &Lightning arrestor with Spike Head
in Mobile Towers of BILASPUR BA**

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

1	Date of Start for e_bidding in GeM portal:	From 18:00 Hours on 21.11.2023
2	Pre Bid Meeting	At 16:00 Hrs on Dated 30.11.2023
3	Last Date and time for e_bidding in GeM portal:	Up to 12:00Hrs of 05.12.2023
4	Last Date & Time for Submission (Online)	Up to 12:00Hrs of 05.12.2023
	Last Date & Time for Submission (OffLine)	Up to 12:00Hrs of 05.12.2023
5	Date of Opening	On 12:30Hrs of 05.12.2023

Read this tender document thoroughly.
कृपया टेंडर डॉक्यूमेंट को ध्यान से पढ़ें
Only tender submitted online will be accepted.

VALIDITY OF THE OFFER–180 days from date of opening of tender.

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.

**GENERAL MANAGER BUSINESS AREA BILASPUR
CITY EXCHANGE, NEAR AGRASEN CHOWK BILASPUR, -495001
Email: agmbasp.npcf@gmail.com
Website: <http://chhattisgarh.bsnl.co.in>**

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CG-495001



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SECTION – I
BHARAT SANCHAR NIGAM LIMITED
(A Govt of India Enterprises)
O/o GENERAL MANAGER BUSINESS AREA BILASPUR
BILASPUR CG-495001
NOTICE INVITING E-TENDER

E-Tender for supply and installation of aviation lamp & Lightning arrestor with Spike Head in Mobile Towers of BILASPUR BA

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

E-tenders are invited for and on behalf of CMD BSNL, by the GMBA BILASPUR from the enlisted eligible and experienced contractors for the following works:

Name of Work : Tender for supply and installation of aviation lamp & Lightning arrestor with Spike Head in Mobile Towers in BILASPUR BA

Brief Description of Work: supply and installation of aviation lamp & Lightning arrestor with Spike Head at designated service points at BSNL's various technical establishments/ Mobile Towers /other location in BILASPUR BA as and when required.

Area of contract:

Name of Work	Area	Approx. Estimated Tender Cost with GST (in Rs.)	Cost of Tender Paper	EMD/BID SECURITY (in Rs.)
Supply and installation of aviation lamp & Lightning arrestor with Spike Head in Mobile Towers in BILASPUR BA	ZONE-I (BILASPU R OA)	Rs. 3075611/-	Rs. 590/-	Rs.76890/-
	ZONE-II (RAIGAR H OA)	Rs. 1893428/-	Rs. 590/-	Rs. 47336/-
	ZONE-III (SURGUJA OA)	Rs. 1190856/-	Rs. 590/-	Rs. 29771/-

Note 1: The Approximate Cost stated above is estimated and BSNL reserves the right to vary the quantity to the extent of -25% to +25% of above specified quantity without any change in unit price or other terms & conditions.

- EMD:-** The bidder may submit and sign **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.
- Separate financial bid needs to be submitted by bidder for each zone.
- Both Offline and Online documents are to be submitted compulsorily as mentioned in Section-V. II part-4.

PSD:- Performance Security is 3% of the value of contract (DoE OM No. 9/4/2020-PPD Dated – 12.11.2020)

- Eligibility of Contractors:** Firms having successfully completed **similar works** in BSNL or construction/operation and maintenance of Mobile BTS/Exchange & allied work of any licensed Telecom service/infrastructure provider during last Seven years ending March 2023-:(work Completion year) as follows:
- For an amount equal to at least 90% of estimated cost of work put to tender during last 7 Financial years, i.e. from FY 2015-16, plus the subsequent period ending the month preceding the one in which NIT is issued.

OR

3. For an amount equal to at least 120% of estimated cost of work put to tender during last 9 Financial years, i.e. from FY 2013-14, plus the subsequent period ending the month preceding the one in which NIT is issued.

“Similar Works are defined as work involving Supply and installation of aviation lamp with Spike Head in Mobile Towers & Lightning arrestor or construction/operation and maintenance of Mobile BTS & allied work of BSNL/Central Govt/State Govt/ PSU/licensed Telecom service/infrastructure provider”

The experience certificate of the participant should be issued by the officer not below the rank of DGM (JAG Level officer) or tender approving authority in case of BSNL/ MTNL/ DOT/ Govt. PSU/ Govt. Department and by work order issuing authority in case of licensed telecom service/infrastructure provider.

Note :- Bidder can participate in any section or all section. Experience certificate will be count section wise separately.

Details are as follows:

1. Procurement of Tender Document: 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 online on <https://gem.gov.in> from **21.11.2023;18:00 Hrs** onward.
 2. The bidders downloading the tender document are required to submit the tender fee amount of **Rs. 590/- (Rupees Five hundred Ninety only)** Through DD/BG along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque/BG shall be drawn from any Nationalized/ Scheduled Bank in favour of AO(cash), BSNL, O/o The GM BA BILASPUR payable at BILASPUR Chhattisgarh-495001.
 3. 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.
 4. **Availability of Tender Document:** The e_tender shall be available for online bidding from **21.11.2023;18:00 Hrs** onward **upto 12:00 Hrs of 05.12.2023**
 5. Tender documents are available on the portal mentioned on DNIT only. Physical copy of the tender document would not be available for sale.
 6. The Tender document shall not be available for download on its submission/ closing date.
 7. GM, BA BILASPUR 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.
 8. **Date & Time of Submission of Tender bids:**
Duly filled Tender document along with all documents should be submitted online on <https://gem.gov.in> **before 05.12.2023 up to 12:00 hrs.**
- Note :** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.
9. **Online opening of Tender Bids:** Tender will be opened **on 05.12.2023 at 14:00 Hours.**

10. Place of opening of Tender bids:

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at the **AGM(NWP), O/o The GM BA BILASPUR , CITY EXCHANGE , NEAR AGRASEN CHOWK , BILASPUR 495001**, where BSNL's Tender Opening Officers would be conducting TOE through online e-Tender.

11. Tender bids received after due date and time will not be accepted.
12. Incomplete, Ambiguous, conditional, unsealed tender bids are liable to be rejected.
13. (a). Bid Security amount (EMD) is to be paid in the form of Crossed Demand Draft/BG issued by any nationalized bank/scheduled bank, drawn in favor of **AO Cash, GMTD BILASPUR, BSNL, O/o GM BA BILASPUR , payable at BILASPUR.**

(b). The bidder may submit and sign “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, in lieu of above clause 13(a) as per Declaration-VI

14. The NIT is the part of complete bid document for the evaluation purpose.
15. Time and last date of submission of e_Bid Document (Online) : Up to 12:00 hrs. On 05.12.2023
Time and last date of submission of Bid Document (Off line) : Up to 12:00 hrs. On 05.12.2023
16. Time of Bid opening : At 12:30 hrs on 05.12.2023
17. **Duration of contract:** One year from the date of signing of the agreement. With an option of extension for tender period of one year in step of 6 months on same terms & condition.
18. The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected. Tender will not be accepted / received after expiry of date and time as mentioned above.
19. The GM BA BILASPUR reserves the right to reject any or all tenders without assigning any reason what-so-ever.
20. MSE registered bidder shall be given exemption as applicable to them on submission of certification whose should be valid on tender opening.
21. The tender document & all other documents establishing bidder’s eligibility & qualifications are to be submitted as per online submission details given in tender document.
22. **Payment to the contractor’s workers is to be made online mode only on or before 12th of every month without fail, and these payments should not be linked with the payments made to the contractor by the department.**
23. **Technical and financial bid accepted only through e-tendering process through GEM portal. Eligibility bidder will be decided in the mean of respective Section, EMD, Tender fee, and experience certificate. If any mismatch between Offline and online document all tender will rejected of bidder.**

24. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility the original / attested copies of following documents (**attested by Gazetted officer / Notary/Self Attested**):- The bidder shall submit electronically SCANNED copies , as part of hisbid documents establishing the bidder’s eligibility, the following documents:-

1. Bid Security/Tender documents cost in accordance to clause of **Section I**.
2. Bid form duly filled in as per Section-III and Bidders profile as per Section-IV of tender document should be uploaded online separately.
3. Certificates of incorporation /copy of Registration of firm /copy of valid Shop Act license, whichever is applicable.
4. Copy of Partnership deed of partnership Firm or Copy of Memorandum & Articles of Association of company.
5. Original “Power of Attorney” in case person other than the Bidder signed the documents. The power of attorney should be for specific work (mentioning the NIT no.) in non judicial stamp paper and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
6. Near Relative 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(Firm Partner/All Director including himself/herself) of his/her near relative is employed in BSNL format **Section X** separately.
7. Experience Certificate as mentioned in Clause of **Section-I (NIT)**.
8. Intending bidders should have nationalized/scheduled bank Solvency Certificate from the nationalized/scheduled bank of the bidder for 40% of the estimated tender cost has to be submitted. The Solvency Certificate should not be older than one year from the date of issue of this Tender (DNIT).
9. Copy of PAN No (in case of Sole Proprietorship, PAN No of proprietor required , In case of Partnership firm/company, PAN No of firm /company is required)
10. Income-tax Return filed copy (A. Y.2020-21,2021-22 & 2022-23)
11. Copy of ESI registration Certificate or Workmen compensation insurance policy.
12. Copy of EPF registration Certificate.
13. Valid GST Registration Certificate (PAN Based).
14. A self-declaration along with the evidence that the bidder(s) is not black listed by GST authorities, Documentary proof of GST registration.
15. **AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER’S / DIRECTORS DULY NOTARISED AFFIDAVIT IN NON-JUDICIAL STAMP PAPER/e-STAMP PAPER WORTH Rs.100.00 OR MORE**

as per format Section XV(Dully Self attested and Notarized). This should be submitted in original with offline technical envelope.

16. Tender Documents uploaded online through E-tender portal: (<https://www.gem.gov.in>) without any corrections and overwriting in original (Signed Copy).Tender is liable to be rejected if Filled Tender Documents not submitted accordingly.

17. Attested copy of Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn Over during the last 3 years ending 31st March of the previous financial year(2022) should be at-least 30% of estimates cost.

18. Valid MSE/UDYAM Certificate, if applicable. (Attested by Gazetted /Notary)

19. List of employed skilled technical personnel and/or Undertaking from Bidder regarding employment of skilled technical personnel.

20. Undertaking with respect as that the Bidder is NOT a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India).

21. Bidder(s) should have office in the state of Chhattisgarh or he will submit an undertaking that he will establish his office in Chhattisgarh at the time of execution of agreement. Valid proof of office address is to be submitted.

22. The Bidder must not be black-listed by any Central/ State Governments/ PSUs/BSNL in India at the time of submission of bid. An undertaking must be submitted in this regard as per **section X**.

23. Undertaking regarding payment insulation is to be filled & signed specifically as per **Section VI**.

24. Undertaking and Declaration as per **Section X**.

25. Registration of Labour identification Number (LIN).

26. Copy of Labour License as a proof of Registration with Central/ State Labour Commission (under Contract Labour Act1970) for submitted work experience and An undertaking regarding new labour licence will be submitted by bidder before award of work.

Note:-

1. All online documents should be submitted Original (Scanned) or self attested in case of Xerox copy, Bid will be rejected if online documents are not submitted as mentioned above.

2. Separate financial bid needs to be submitted by bidder for each zone.

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

Note 4: Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.

Note 5:The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item. In the case of MSE (Micro and small enterprises) units the bidder should declare UAM number (Udyog Aadhar Memorandum) on GeM portal. The bidders who fail to submit UAM number shall not be able to avail the benefits (exemption from tender fee and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM number on is to be uploaded online. The units registered under single point registration scheme of NSIC /MSE units for hiring of vehicle works are exempted from depositing the price of tender document and from payment of earnest money deposit (EMD). Such bidder shall have to upload the document in proof of registration of valid NSIC/MSE for carrying out hiring of vehicle works along with bid document.

Assistant General Manager (Planning)

O/o General Manage BA

BSNL, BILASPUR (C.G.)

Copy to :

1-Notice Board

2-Also visit us at-“www.chhattisgarh.bsnl.co.in” and “[https:// gem.gov.in](https://gem.gov.in)”

SECTION – II



BHARAT SANCHAR NIGAM LIMITED
(A Govt of India Enterprises)
O/o GENERAL MANAGER BUSINESS AREA BILASPUR
CG-495001

**E-Tender for Supply and installation of aviation lamp & Lightning arrester with Spike Head in
Mobile Towers of BILASPUR BA**

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

DELETED

SECTION – III

BID FORM

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

To,
AGM(PLANNING)
O/o The GM BA
BILASPUR, (C.G.)

Dear Sir,

Having examined the conditions of contract and specification including addenda the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the works in **Tender for Supply and installation of aviation lamp & Lightning arrestor with Spike Head in Mobile Towers of BILASPUR BA** for the following **ZONEs** mentioned in the table in conformity with said conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

S. No.	Zone Name	Applied/Not applied
1	Zone-I (BILASPUR OA)	
2	Zone-II (RAIGARH OA)	
2	Zone-III (SURGUJA OA)	

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

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

We agree to abide by this Bid for a period of **180 days** from the date fixed for 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.

Dated thisday ofYear

Signature of Authorized Signatory.....

In capacity of

Duly Authorized to sign the bid for and on behalf of

Witness.....

Address.....

Signature.....

SECTION IV
BIDDER'S PROFILE

Passport size
photograph of
the BIDDER/
authorised
signatory holding
power of
Attorney

General:

1. Name of the **Bidder**/ 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. Permanent Address of the firm : _____

4. E.P.F. No. _____

5. Correspondence Address _____

6. Email Id & Tel. No. (with STD code) (O) _____ (Fax) _____ [R] _____
Mobile _____, Email ID: _____

7. Registration & incorporation particulars of the firm:

- i) Proprietorship
- ii) Partnership
- iii) Private Limited

8. Name of Proprietor/Partners/Directors: _____

9. ESI Registration details: _____

10. **Bidder's** bank account details (Bank Name, Branch Name, Address & Account No) :

11. Permanent Income Tax number (PAN), Income Tax circle: _____

12. Infrastructural capabilities:

Capacity of engaging labors at given time _____

13. Details of Technical and supervisory Staff:.....
.....

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

GSTN 1.....

GSTN 2.....

GSTN 3....., and so on

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

Place:

Date:

Signature of **Bidder**/ Authorized signatory

Name of the BIDDER.....

SECTION V

V. I. General 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 CMD BSNL . All references of:
- ◆ Chief General MANAGER
 - ◆ General MANAGER
 - ◆ Deputy General MANAGER / Area MANAGER
 - ◆ Divisional Engineer
 - ◆ Sub Divisional Engineer
 - ◆ Junior Telecom Officer
 - ◆ Chief Accounts Officer
 - ◆ Accounts Officer
 - ◆ Junior 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 CONSTRUCTION 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 BILASPUR and his successors.
- e. The jurisdiction of The BA Head: the jurisdiction of GM BA BILASPUR consist of BILASPUR OA and RAIGARH OA which coincides geographically with Revenue Districts of BILASPUR, Mahasamund, Baloda Bazar, Gariyaband, Dhamtari, and RAIGARH, Balod, Kawardha, Bemetara, Rajnandgaon respectively.
- f. Representative of GM BA BILASPUR : Representative of GM BA BILASPUR means officer and staff for the time being in BILASPURBA deputed by the GM BA BILASPUR 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 BILASPUR who may be placed by the GM BA BILASPUR, (BILASPUR BA) as in-charge of the work at site at any particular period of time.
- i. A/T Unit: A/T Unit shall be mean Acceptance and Testing unit of the BSNL.
A/T Officer: An officer authorized or appointed by T & D Circle/BSNL to conduct A/T as the case may be.
- k. Contract: The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred.
- 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 to 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 contractor 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 which should not be more than 30 days 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, lightning and unprecedented floods and other causes over which the contractor has no control and the same having been accepted as such by the Accepting Authority or causes solely due to use or occupation by the BSNL of the part of the work, in respect of which a certificate of completion has been issued.

1.2 **DEFINITIONS-**

- a. **"The Purchaser"** means the General Manager, BILASPUR Business Area, BILASPUR on behalf of the B.S.N.L. or any other officer working under the delegated authority of GM,BA BSNL BILASPUR.
- b. **"The Bidder"** means the individual or company/firm who participates in this TENDER and submits its bid.
- c. **"The Supplier"** or **"The Vendor"** or **"The contractor"** or **"Service Provider"** means the individual or firm supplying the goods & services under the contract.
- d. **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- e. **"The Advance Purchase Order (APO) / Advance Work Order (AWO)"** or **"Letter of Intent (LOI)"** means the intention of Purchaser to place the Purchase order and / or Work Order on the bidder. Conveyance of approved rates by BSNL and acceptance of approved rates of APO / AWO / LOI by bidder shall form the contract.
- f. **"The Purchase Order (P.O.) / Work Order (W.O.)"** means the order placed by the Purchaser on the Supplier signed by the Purchaser containing the good's to be delivered/services to be performed for various BSNL customers as per requirement from time to time during validity of contract.
- g. **"The Contract Price"** means the price payable to the Supplier under the purchase order / work order for the full and proper performance of its contractual obligations.
- h. **"Validation" / POC (Proof of concept)** is a process of testing the equipment as per the specification & customer's Requirements for use in BSNL network. Validation/POC is carried out at selected sites to check stability, reliability, security and compliance to technical specification.
- i. **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- J. **"Successful Bidder(s)"** means the bidder(s) to whom work in this Tender is awarded.
- K. **"Bid validity period"** is the duration during which BSNL will convey its intention to procure tendered material by way of issue of Advance Purchase Order/Advance work order / letter of Intent.
- L. The term 'GST Act' shall include Central Goods and Services Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST), Rules and any other GST related legislation in India.

m. For the purpose of this agreement, the term 'GST' shall include Central Goods and Service Tax Act, 2017(CGST), State Goods and Service Tax Act, 2017 (SGST),Integrated Goods and Service Tax Act,2017(IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation India, as may be applicable.

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 of **SECTION-I**.

B. THE BID DOCUMENTS

3(a). COST OF BIDDING: -

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

3(b). BID DOCUMENTS

3.1(a). The work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents.

3.1(b). The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

3.1(c). Any alterations/modifications in the downloaded copy of the Tender document will lead to rejection of Bid, in case it is detected prior to finalization of tender, however, after tender finalization or signing of contract, if any deviation is found or dispute is raised, the terms and conditions as contained in printed Bid document shall prevail.

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	Bidder's Profile
3.1.1.4	Instructions (General & E-tender 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 & Specification of Work
3.1.1.8	Agreement format
3.1.1.9	Declaration formats
3.1.1.10	Format for Letter of Authorization for Attending Bid Opening.
3.1.1.11	List of Documents to be uploaded during on line bid.

3.1.2 *Financial Bid:*

3.1.2.1	Financial Bid
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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:

4.1 A prospective bidder, requiring any clarification of the Bid Document shall notify the GM BA BILASPUR in writing or bymail at the BILASPURBA's mailing address indicated in the invitation for Bids. The BILASPURBA 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 BILASPURBA shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the BILASPURBA will form part of the bid document. The oral query/telephonic queries will not be entertained.

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

5. AMENDMENT OF BID DOCUMENTS

- 5.1 At any time, prior to the date for submission of bids, the BILASPURBA 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 Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 5.3 The amendments shall be notified in writing or by Postor email to all prospective bidders on the address intimated at the time of purchase of bid document from the BILASPURBA and these amendments will be binding on them.
- 5.4 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the BILASPURBA may, at its discretion, extend the deadline for the submission / opening of bids suitably.

C. PREPARATION OF BIDS

6(a). **DOCUMENTS COMPRISING THE BID: -**

The bid prepared by the bidder shall ensure availability of the following components:

- 6.1 Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 7.1(a).
- 6.2 Bid Security furnished in accordance with clause 8 & cost of the Tender document paid, if applicable.
- 6.3 A Clause by Clause compliance as per clause 7.1.2 (b)
- 6.4 A Bid form and price schedule completed in accordance with clause 6(b).

6(b). **BID FORM: -**

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied / services to be performed with brief description of the goods, services, quantity and prices as per section- III.

7. Important Instructions Regarding Eligibility, Payment :

7.1 (a) DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility and Qualification as per NIT of SECTION-I, i.e. Detailed NIT.

(b) DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS: -

- 7.1.1 Pursuant to clause 6(a), the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 7.1.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
 - (a) a detailed description of goods with essential technical and performance characteristics;
 - (b) A clause-by-clause compliance/'No deviation statement' on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder.
- 7.1.3 For the purpose of compliance to be furnished pursuant to the clause 7.1.2(b) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

7.2 PAYMENT INSULATION UNDERTAKING:

The bidder is required to submit a payment insulation undertaking that he has sufficient capital resources at his disposal so that he will make due payments to the labourers/workers/working for 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.

7.3 If the work is not completed in the time on the part of the contractor, the GM BA BILASPUR BSNL will have the authority to get the work done by other agency at the cost of BIDDER.

7.4. The GM BA BILASPUR will also have the right to impose penalty and adjust the same either through security deposit or preferably by deducting it from the any bills payable to the contractor.

7.5 WORKMANSHIP

In case of poor workmanship or if the work/supply is not done in time and in **view of exigency of the work/supply**, If it is considered necessary carry out the work/supply by some other means or to assign the work/supply to some other parties due to the failure on the part of the contractor, 15 days time will be given to the contractor to correct or complete the work/supply failing which the work/supply can be got done by other means at the risk and cost of the contractor.

7.6 DEBARRING/BANNING/BLACKLISTING FROM PARTICIPATION

7.6.A The contractor may be debarred/banned/blacklist from participating in all the future tenders of BSNL CG Circle in the event of (i) failure of successful BIDDER to pay the security deposit or enter into the prescribed agreement (ii) in the event of any breach of any terms and conditions of the contract.

7.6.B Near relatives of the officials working in BSNL are debarred/banned/blacklist from participating in the tender. The contractor in this regard must sign a declaration, in absence of which the tender will be rejected.

7.6.C Such contractors who have defaulted on earlier occasions in completion of contract due to reasons not attributed to BSNL are liable to be debarred/banned/blacklist for participation or are liable to be evaluated as in-eligible.

7.7 COUNTER OFFER

The GM BA BILASPUR **reserves** the right to counter offer prices, ask for re-offer against prices quoted by any BIDDER after the Tender Evaluation Committee Recommendations.

8. BID SECURITY: EARNEST MONEY DEPOSIT (EMD)

8.1 EARNEST MONEY :-

8.1.1 An Earnest Money as per N.I.T. of SECTION-I shall be paid in the form of D.D. /BG in the office of GM BA BILASPUR should be enclosed in the techno commercial bid envelop. Any tender received without E.M.D. will be rejected.

8.1.2 Earnest Money will be refunded without interest after final acceptance of the tender and execution of the agreement with the successful BIDDER or converted as part of S.D. The earnest money shall be forfeited by the BSNL, if the BIDDER withdraws their tender before its final acceptance (ii) if the successful BIDDER fails to pay the security deposit or enter into the prescribed agreement **with General Manager, Business Area BILASPUR (CG)**.

8.1.3 The MSE (Micro and Small Units) 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. If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred/banned/blacklist from any further work/ contract by BSNL for one year from the date of issue of such order.
- 8.1.4 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 8.1.9.
- 8.1.5 The bid security shall be in the form of a Bank Guarantee issued by a Nationalized/Scheduled Bank in favour of the Purchaser, **valid for a period of 180 days from the date of Tender opening**. However, in cases where bidder is not in a position to submit the BG for whatever reason, Crossed Demand Draft / Pay Order drawn in favour of “ **THE AO CASH, GMTD BILASPUR Payable at BILASPUR**” submitted shall also be acceptable, but no interest shall be payable.
- 8.1.6 A bid not secured in accordance with Para 8.1.1 & 8.1.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for tenders.
- 8.1.7 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the Tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 10.
- 8.1.8 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance Purchase Order (APO) satisfactorily in accordance with Clause 26 (given below) and furnishing the performance security.
- 8.1.9 The bid security may be forfeited:
- (a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- (b) If the bidder does not accept the APO/ AWO(Advance work order) / LOI and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.
- 8.1.10. The bidder has to submit the bid security for items quoted as per DNI Tender in Section-1.
- 8.1.11. **The bidder may submit and sign “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, in lieu of above clause 8.1.1, 8.1.5 and 8.1.10 as per Declaration-VI**

8.2 SECURITY DEPOSIT :-

- 8.2.1 The successful BIDDER shall submit **within 15 days of receipt of intimation of acceptance** of his tender, **3%** of the total cost of work as security deposit **(DoE OM No. 9/4/2020-PPD Dated – 12.11.2020)**. The earnest money of the successful BIDDER may be converted as part of security deposit. In case BIDDER submits full amount of SD, EMD may be returned after execution of agreement. The SD is to be deposited in the form of DD, Cash or Bank Guarantee in favour of **Account's Officer (Cash) ,BSNL , O/o GM BA BILASPUR .**
- 8.2.2 The security deposit of the successful BIDDER will be returned without interest after three month of the successful completion of the contract and after deducting the dues if any, payable to the BSNL. In the event of any breach of any terms and conditions or delay or default the contractor will be terminated and security deposit forfeited to the Government by the General Manager BA, BILASPUR (CG).

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 BILASPURBA 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.
- 9.3 L 1 will be decided from party stands lowest all in works and taking other factors into accounts.
- 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.

9.5 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 days from** date of opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE BSNL AS NON – RESPONSIVE.

Note: - In case, the date of opening of the Tender is postponed due to any reason and the bidder has already prepared BG towards Bid Security, in such cases, BG validity as per earlier Tender opening date would be acceptable.

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 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

10.3 Placement of A.W.O. (Advance Work Order) / APO / LOI within bid validity period shall constitute the intention of Purchaser to procure the tendered material/services. Regular W.O. (Work Order)/P.O (Purchase Order) will be issued after unconditional acceptance of A.W.O/A.P.O. by bidder along with submission of Performance Bank Guarantee. Work order (W.O.)/ Purchase Order (P.O.) need not be issued within bid validity period.

10.4 The BSNL reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his 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, **Tender document(s) in original duly filled in and** signed on each & Every page without any alternation **by tenderer or his authorized representative along** with seal on each page and it will be presumed that bidder has read, understood & accepted all the terms and condition along with amendment /corrigendum's issued for this tender. **All corrections and overwriting must be initialed with date by the tenderer/bidder or his authorized person.** The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

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.

11.3 Power of Attorney

(a) The power of Attorney should be submitted and executed on the non-judicial stamp paper(as per format at XI(B) of Section-XI) of appropriate value as prevailing in the concerned states(s) and the same be **EITHER** attested by a Notary public **OR** registered before Sub-registrar of the state(s) concerned.

(b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. Copy of Board resolution / authorization shall also be submitted along with POA.

(c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

(d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

(e) In case the representative of bidder company, who uploads the 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.

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 bidding & two envelopes system, the bidder shall submit his bid in two envelopes:

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / technical & commercial conditions as per clause 7 with Bid Security as per Clause 8. Second envelope will be named as Financial bid containing Price scheduled as per section -XIII.

The cover of first envelope shall contain the 'Original Copy' of the Techno commercial bid, subject to clause duly marked ' TECHNICAL BID '. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause duly marked ' FINANCIAL BID '.

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 containing **Offline documents** shall be addressed to the AGM(Planning), O/o GMTD BSNL BILASPUR , CITY EXCHANGE BILASPUR , Near Agrasen Chowk . PIN 495001 (Chhattisgarh).

b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' **(Dated 05.12.2023 at 12:30Hrs).**

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 up to **date 05.12.2023 at 12:00 Hrs.**

f) Venue of Tender Opening:

(i) Assistant General Manager (Planning), O/o GMTD BSNL BILASPUR , CITY EXCHANGE BILASPUR , Near Agrasen Chowk . PIN 495001 (Chhattisgarh).

(ii) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on Assistant General Manager (Planning), O/o GMTD BSNL BILASPUR , CITY EXCHANGE BILASPUR , Near Agrasen Chowk . PIN 495001 (Chhattisgarh).

12.3 If both the envelopes are not sealed and marked as required at para 12.1 and 12.2, the bid shall be rejected.

12.4 **If offline documents are not delivered up to date & time of submission of bid as specified in Tender, the bid shall be rejected**

13. SUBMISSION OF BIDS

- 13.1. Bids must be submitted online on e-tender portal www.gem.gov.in and offline documents (Bid Cost, EMD, POA etc.) by the bidders at the address specified under clause 12.2, not later than given date & time of submission as specified in DNIT under Section-1. Bids must be submitted by the bidders on or before the specified date & time indicated in NIT.
- 13.2 The BSNL/ Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 13.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

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 WITHDRAWAL OF BIDS :

- 15.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline 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 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/ purchaser 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- XI-A).
- 16.2 *Maximum one representative* 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 & sealed financial bids will be handed over to Assistant General Manager (Planning), O/o GMTD BSNL BILASPUR , CITY EXCHANGE BILASPUR , Near Agrasen Chowk . PIN 495001 (Chhattisgarh). Thereafter the CET will evaluate Techno-commercial(Technical) bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.
- (ii) The following information should be read out at the time of Techno-commercial bid opening:-
- Name of the Bidder
 - DD for Tender fees**
 - EMD amount /**Bid Security as per clause 8 of Section-V/Bid Security Declaration**& validity and acceptability
 - Information in respect of eligibility of the bidder.
 - Details of bid modification/ withdrawal, if applicable.
- (iii) The following information should be read out at the time of Financial bid opening:-
- Name of the Bidder
 - 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 :

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

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

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 separately for each zone and submit the report to competent authority for approval.

19. PRELIMINARY EVALUATION :

- a) BSNL/ Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b) 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.
- c) 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.
- d) 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.
- e) 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 :

- I. The BSNL/ Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18 and 19 through TEC.
- II. 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.

- III. The financial proposals of only those Bidders, whose techno-commercial proposals have been determined as substantively responsive, shall be opened
- IV. Financial evaluation shall be done for all the works together, as a package separately for each zone.
- V. The financial bid shall be evaluated as lowest package cost quoted by the Bidder. **The Total lowest package will be worked out by adding rate quoted for Sr No (1) multiplied by Quantity at Sr No (1) and rate quoted for Sr No (2) multiplied by Quantity at Sr No (2).** After evaluation, BSNL shall prepare a list of bidders, arranged in increasing order of the quoted package rate starting from the lowest (i.e. L1, L2, L3 and so on) separately for the purpose of awarding work
- VI. If the quoted rate of Two or more participating Bidders are same, then the work will be awarded in equal quantity to all the bidders, for which decision of BSNL will be final and binding on all the bidders.

21. CONTACTING THE DEPARTMENT/PURCHASER :

- I. Subject to clause 21 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.
- II. 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:

Please refer general policy of distribution, Page No.19.

25. After evaluation of financial proposals (bids), BSNL shall prepare a separate list of Bidders for each zone arranged in increasing order of their evaluated prices starting from the lowest against this Tender (i.e. L1, L2, L3 and so on), for the purpose of awarding work. The BSNL reserves the right to counter offer against the quoted price by any bidder.
26. BSNL reserves the right to **increase or decrease up to 25% of the quantum of work** and services specified in the schedule of requirements as per DNIT without any change in the unit price or other terms and conditions.
27. In case of extension of quantity of work additional security deposit of 2.5% of the amount of enhanced quantity of work has to be deposited.
28. In case of weekly progress wise non-performance by L-1 bidder, balance quantity of work of L-1 bidder can be passed to L-2 bidder at L-1 rate. In such case security deposit of 3% of the amount of enhanced quantity of work has to be deposited by L-2 bidder.
29. Similarly, in case of weekly progress wise non-performance by L-2 bidder, balance quantity of work of L-2 bidder can be passed to L-1 bidder at L-1 rate.
30. In case of non-satisfactory performance of weekly progress by L-1, L-2 bidder, BSNL reserves the right to get the balance quantity of work executed by any means including awarding the balance work to any of the existing contractor of BILASPURBA at the risk and cost of respective bidder.
31. The Successful Bidder/Contractor can be asked to execute the work anywhere in Chhattisgarh at the approved L1 rates for the work. The area can be in the same or different Cluster/ OA/BA.

23 BSNL'S RIGHT TO VARY QUANTUM OF WORK: BSNL at the time of award of work under the contract, reserves the right to vary the estimated cost of work and quantity both to the extent of $\pm 25\%$ of specified quantity and estimated cost at the time of award of work of the contract or during the agreement period at the same rates, terms and conditions. The GM BA BILASPUR, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to $\pm 25\%$ of the total quantum of work and tender cost specified in the schedule of requirements without any change in the rates or other terms and conditions. The period of tender also increase for another one year on mutual consent & subject to satisfactory performance during the previous period by the contractor. This is subject to extension of the Performance Bank Guarantee of same amount or enhanced amount as per the discretion of BSNL, one month prior to the end of the agreement.

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 LETTER OF INTENT /ISSUE OF ADVANCE PURCHASE ORDER (ADVANCE WORK ORDER)::

- I. The issue of letter of intent/ Advance Purchase Order/ Advance Work Order shall constitute the intention of the BSNL to enter in to the contract with the bidder. Letter of intent will be the issued as offer to the successful bidder.
- II. The bidder shall give his acceptance along with Security Deposit in conformity with clause 8.2. Section – V **within 15 days** of issue of letter of intent/ Advance Purchase Order/ Advance Work Order,.
- III. The Bidder shall also sign an agreement (framed on the terms and conditions of the TENDER by BSNL to be made available to the bidder along with Advance Purchase Order/ Advance Work Order) within this period after submission of the performance security
- IV. In case of non-acceptance of APO by L1 bidder, tender shall be cancelled. Action will be taken to forfeit the EMD of bidder as per clause 8.1.9 of Section-V (I).

26. SIGNING OF AGREEMENT:

- a) The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL within 15-Days of submission of Security Deposit as per **clause 25 (II) above**.
- b) 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.
- c) Bidder shall submit unconditional acceptance of approved rates as contained in AWO / APO / LOI along with agreement duly signed by authorized signatory on non-judicial stamp paper of appropriate value and performance security for amount & validity specified in APO / AWO / LOI.
- d) Upon the successful bidder furnishing performance security pursuant to clause 25 & 28 , the Purchaser/BSNL shall discharge the bid security in pursuant to clause 8, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 26 & 27 of this section.

27. ANNULMENT OF AWARD: Failure of the successful bidder to comply with the requirement of clause 26 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event; the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

28. 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. SPECIAL RIGHTS OF GM BA BILASPUR

1. In case of any dispute between the two contracting parties, the decision of the GM BA BILASPUR will be final.
2. The GM BA BILASPUR 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 GM BA BILASPUR reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered with the **B.S.N.L.**
4. The GM BA BILASPUR 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 **B.S.N.L.**
5. The GM BA BILASPUR reserves the right to award the works to more than one bidder, if required in the interest of the **B.S.N.L.**
6. BSNL reserves right to counter offer price against price quoted by the bidder.
7. Tenders with any condition including that of conditional / unconditional rebates shall be rejected forthwith.
8. All provisions of statutory acts enacted by the Govt. or other codal formalities issued by other statutory bodies and local authorities from time to time shall be fulfilled/complied at the cost of bidder/BIDDER.
9. If necessary the GM BA BILASPUR would have full right to reject the order on the same rate, terms and conditions.
10. The BIDDER must sign on all the pages of tender documents.
11. Repeat order may be issue in circumstance of BSNL
12. Final decision taken if any clerked mistake.

11. DISTRIBUTION OF WORK

- i) The GM BA BILASPUR shall have the sole discretion in determining the number of Contractors on whom the work orders shall finally be placed. If multiple bids are accepted, the terms and conditions offered to the lowest shall also apply to the higher bids.
- ii) General policy of distribution = Number of Bidders on whom proposed quantity of Distribution the order is proposed to be placed is 1 (One) but work can be divided amongst two bidders in **60:40** ratio at L1 approved rate.
- iii) Also the GM BA BILASPUR reserves the right for the placement of order of the balance quantity or part of L1 quantity, to L2 bidder at L1 rate in case of degraded performance of L1 bidder during any stage of contract.
- iv) BSNL reserves the right to depart from the above guidelines for distribution of order quantities amongst successful bidders depending upon the urgency and other factors prevailing at the time of evaluating the bids.

V) The Purchaser intends to limit the number of technically and commercially responsive Bidders to 2 (Only TWO) bidders for all the items from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest package rates for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

Work Distribution will be done to two bidders (L1 & L2) in the proportion of 60:40. If L2 bidder refuses to work on L1 bidder's rate, L1 bidder will be given 100% work. E-Reverse bidding shall be done if L1 Rate is too high or more than One bidder (L1 or L2) has quoted the same rate, to arrive at final L1 Rate.

Table 1(A)

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

One bidder	100%	Nil	Nil	Nil	Nil
Two bidder	60%	40%	Nil	Nil	Nil

In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same, as specified in the tender.

However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

11.1 **RANKING:** Ranking & Evaluation of the offers will be made on Package value basis.

11.2 Paying authority shall be the C.A.O./A.O. of the BILASPURBA and details shall be indicated in PO/ WO.

11.3 The Award letter on successful submission of PBG to AGM (PLANNING), BILASPUR, shall be issued by AGM (PLANNING) of BILASPUR BA.

11.4 The Agreement of Contract (AOC) to be executed between Contractor & BSNL shall be conveyed along with LOI based on terms and conditions of the Tender.

11.5 In case of any change in constitution of firm / company or transfer of ownership, during the contract period, written approval of tendering authority shall be obtained by submitting the necessary documents, with undertaking that the changed entity shall continue to perform the contractual obligations of the supplier under this contract.

11.6 In case of unreasonableness of the quoted rates, due to exceptional circumstances as stipulated in para (i) of CVC Circular No. 4/3/07 dated 3/3/2007, the tendering authority may negotiate with L1 bidder(s). As a result of negotiation, if the PNC (Price Negotiation Committee) recommends either-

(a) Rates after negotiation are reasonable & the recommendations of PNC are accepted by the Tender Accepting Authority;

OR

(b) The rates after negotiation are unreasonable & the recommendation of PNC is accepted by the Tender Accepting Authority.

Based on either of the above recommendations of the PNC and its acceptance by the Tender Accepting Authority, the quantity to be ordered may be determined as full quantity for (a) or bare minimum quantity for (b) above. In case of latter, it is up to the Tender Accepting Authority to decide whether a bare minimum quantity is to be procured or not procured at all, depending on the exigency of the case. The quantity whether full or bare minimum as decided by the tender accepting / approving authority shall be distributed among L1, L2, L3, etc. bidders, as per tender conditions / provisions.

30. REJECTION OF BIDS: -

30.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

a) Clauses 8.1.1, 8.1.4 & 10.1 of Section- V (I): The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 8.1.1 & 8.1.4 and bid validity is less than the period prescribed in Clause 10.1 mentioned above.

b) Clause 2 & 7.1(a) of Section-V (I): If the eligibility condition as per clause 2 of Section V (I) is not met and/ or documents prescribed to establish the eligibility as per Clause 7.1(a) of section V (I) are not enclosed, the bids will be rejected without further evaluation.

c) Section-V (I): If clause-by-clause compliance or statement of deviation as prescribed are not given, the

bid will be rejected at the stage of primary evaluation.

- d) While giving compliance to Section-VI, General Commercial conditions, Section-V (I), Special Instructions to Bidders, Section-VII Special (Commercial) Conditions of Contract and Section-VIII Scope & Specifications ambiguous words like

"Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

- e) Section-XIII Price Schedule: Prices are not filled in as prescribed in price schedule.

30.2 Bid opening team will not return the bids submitted by the bidders on the date of Tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

30.3 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of Tender opening and number of representations received in Bid opening Minutes

31 ACTION BY BSNL AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT: -

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

- 31.1 Vendor does not Start the activity in time;
31.2 Vendor does not perform satisfactory in the field in accordance with the specifications;
31.3 Or any other default whose complete list is enclosed in Appendix-1.

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

32 Clause deleted

33 Clause deleted.

34 NEAR-RELATIONSHIP CERTIFICATE: -

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

34.2 The Company or firm or the person will also be debarred/banned/blacklist for further participation in the concerned unit.

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

34.4 Members of a Hindu undivided family.

34.5 They are husband and wife.

34.6 The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

34.7 The format of the certificate is given in Section X, Declaration-I.

35 VERIFICATION OF DOCUMENTS AND CERTIFICATES: -

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

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

36 Security Clause as per latest guidelines and requirement: -

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

APPENDIX-1 TO SECTION-V (I)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ AWO issue of PO/WO.	
	c) Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Services Tax, Income Tax departments etc. and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender.	
Note 1:- However, in this case the performance guarantee if alright will not be forfeited.		
Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as	i) Rejection of Bid & ii) Forfeiture of EMD. i) Cancellation of APO/AWO ii) Rejection of Bid & iii) Forfeiture of EMD. i) Cancellation of APO / AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(i) If detection of default is prior to award of APO / AWO	
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)	
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.) .	
	(iv) If detection of default after issue of PO/ WO	
i) Termination/ Short Closure of PO/WO and Cancellation of APO / AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.		
Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.		
S. No.	Defaults of the bidder / vendor	Action to be taken.

2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>
4	<p>Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5	<p>Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
6	<p>The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.</p>	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

7	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
8	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p>Note 5:-The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p>Note 6:-This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 10 of Section VI or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
9	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/ Sabotages functioning of the BSNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
10	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p>

		<p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
11	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
12	<p>If the vendor does not return/ refuses to return BSNL's dues:</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p>
	<p>a) inspite of order of Arbitrator.</p>	<p>i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	<p>b) inspite of Court Orders.</p>	<p>i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
13	<p>If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course</p>	<p>Take Action as per the directions of CBI or concerned department.</p>
14	<p>The following cases may also be considered for Banning of business:</p>	

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

SECTION-V.II

E-Tendering Instructions to Bidders

Note :-The instructions given below are e-tender portal. E Portal address and the according references/clauses may be suitably modified in this section as applicable from time to time.

General :

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL General Manager,BA BILASPUR has decided to use the Portal (<https://gem.gov.in/>) through GeM Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions:

1. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage – Using Two Envelopes',
Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- i. Procure a Digital Signing Certificate(DSC)
- ii. Register on GeM Portal(GeM).
- iii. Create Users and assign roles on GeM.
- iv. View Notice Inviting Tender (NIT) on GeM.
- v. Download Official Copy of Tender Documents from GeM.
- vi. Bid-Submission on GeM: Prepare & arrange all document/paper for submission of bid online and offline.
- vii. Submission of offline documents in sealed envelope to Assistant General Manager (Planning) O/o General Manager Telecom BILASPUR on or before due date & time.
- viii. 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.
- ix. Utmost care may be taken to name the file/documents to be uploaded on GeM. There 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 GeM	Reason for allowed /Not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QA Certificate	not allowed	Special characters not allowed
QA Certificate	allowed	Under score allowed between words /characters
QA Certificate	allowed	Upper & lower cases allowed

- x. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (BOQ) as per Section XIII **(Excel Format)** may be

downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked.

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 GeM.

3. Digital Certificates

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

4. Method for submission of bid documents

In this tender the bidder has to participate in e-tender portal online. Some documents are to be submitted physically offline as mentioned in tender document.

4.1. Offline submission:

The bidder shall submit the following documents offline to **AGM (PLANNING)** O/o GMTD BSNL BILASPUR , CITY EXCHANGE BILASPUR , Near Agrasen Chowk . PIN 495001 (Chhattisgarh)..on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words **'DO NOT OPEN BEFORE' (05.12.2023; 12:00Hrs)**.The online tender of only those bidder will be opened, who has submitted off line documents as detail below.

1. DD/Banker's cheque/BG for Tender Fee as per NIT (Original copy)/.
2. EMD-Bid Security (Original copy)/**Bid Security as per clause 8 of Section-V/Bid Security Declaration.**
3. Original Power of Attorney and authorization for executing the power of attorney.(If applicable)
4. **MSE/NSIC registration certificate if the bidder is claiming concession for Tender fee & Bid Security**
5. **Affidavit as per Section XV.**

NOTE: DD - drawn in favour of AO(Cash) , O/o GM BA, BSNL BILASPUR Chhattisgarh ; BILASPUR- 495001 against payment of tender fee.

NOTE: The Bidder has to upload the Scanned copy of all above said documents during Online Bid-submission also.

4.2 **Online submission:** The bidder shall submit the following documents online at the time of online bidding. The bidder shall submit electronically **SCANNED** copies , as part of hisbid documents establishing the bidder's eligibility, the following documents:-

1. Bid Security/Tender documents cost in accordance to clause of **Section I**.
2. Bid form duly filled in as per Section-III and Bidders profile as per Section-IV of tender document should be uploaded online separately.
3. Certificates of incorporation /copy of Registration of firm /copy of valid Shop Act license, whichever is applicable.
4. Copy of Partnership deed of partnership Firm or Copy of Memorandum & Articles of Association of company.
5. Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work (mentioning the NIT no.) in non judicial stamp paper and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
6. Near Relative 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(Firm Partner/All Director including himself/herself) of his/her near relative is employed in BSNL format **Section X** separately.
7. Experience Certificate as mentioned in Clause of **Section-I (NIT)**.
8. Intending bidders should have nationalized/scheduled bank Solvency Certificate from the nationalized/scheduled bank of the bidder for 40% of the estimated tender cost has to be submitted. The Solvency Certificate should not be older than one year from the date of issue of this Tender (DNIT).
9. Copy of PAN No (in case of Sole Proprietorship, PAN No of proprietor required , In case of Partnership firm/company, PAN No of firm /company is required)

10. Income-tax Return filed copy (A. Y.2020-21,2021-22 & 2022-23)
11. Copy of ESI registration Certificate or Workmen compensation insurance policy.
12. Copy of EPF registration Certificate.
13. Valid GST Registration Certificate (PAN Based).
14. A self-declaration along with the evidence that the bidder(s) is not black listed by GST authorities, Documentary proof of GST registration.
15. AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER'S / DIRECTORS DULY NOTARISED AFFIDAVIT IN NON-JUDICIAL STAMP PAPER/e-STAMP PAPER WORTH Rs.100.00 OR MORE as per format Section XV (Dully Self attested and Notarized). This should be submitted in original with offline technical envelope.
16. Tender Documents uploaded online through E-tender portal: (<https://www.gem.gov.in>) without any corrections and overwriting in original (Signed Copy). Tender is liable to be rejected if Filled Tender Documents not submitted accordingly.
17. Attested copy of Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn Over during the last 3 years ending 31st March of the previous financial year(2022) should be at-least 30% of estimates cost.
18. Valid MSE/UDYAM Certificate, if applicable. (Attested by Gazetted /Notary)
19. List of employed skilled technical personnel and/or Undertaking from Bidder regarding employment of skilled technical personnel.
20. Undertaking with respect as that the Bidder is NOT a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India).
21. Bidder(s) should have office in the state of Chhattisgarh or he will submit an undertaking that he will establish his office in Chhattisgarh at the time of execution of agreement. Valid proof of office address is to be submitted.
22. The Bidder must not be black-listed by any Central/ State Governments/ PSUs/BSNL in India at the time of submission of bid. An undertaking must be submitted in this regard as per **section X**.
23. Undertaking regarding payment insulation are to be filled & signed specifically as per **Section VI**.
24. Undertaking and Declaration as per **Section X**.
25. Registration of Labour identification Number (LIN).
26. Copy of Labour License as a proof of Registration with Central/ State Labour Commission (under Contract Labour Act 1970) for submitted work experience and An undertaking regarding new labour licence will be submitted by bidder before award of work.

Note:-

1. All online documents should be submitted Original (Scanned) or self attested in case of Xerox copy, Bid will be rejected if online documents are not submitted as mentioned above.
2. Separate financial bid needs to be submitted by bidder for each zone.

5.2.1 Contents of 1st Envelope (Techno-Commercial Bid (Technical Bid))

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility and Qualification as per NIT clause 22 of SECTION-I, i.e. Detailed NIT.

4.2.2 Contents of 2nd Envelope (Financial Bid/ BoQ)

1. Original Price Schedule (BoQ) as per **Section-XIII**.
2. Price Schedule as per **Section-XIII**. (applicable only in e-Tender)

Note:

- (i) It is strictly instructed that documents should be uploaded in order as detailed above.
- (ii) No document should be uploaded twice.
- (iii) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'the document...<name>....called vide clause-----is not applicable on us.
- (iv) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

.5. Registration

To use the Central Public Procurement Portal (<https://gem.gov.in/eprocure/app>), Vendor need to register on the portal. The vendor should visit the home-page of the portal (<https://gem.gov.in/eprocure/app>) and go to the link then select Bidders Manual Kit.

Note: Please contact Helpdesk (as given below), to get your registration accepted/activated.

. Helpdesk/ ETS Helpdesk	
Telephone	(0120-4200462,4001002,4001005 [between 9:30 hours to 18:00 hours on working days])
Mobile Nos.	-
Web Help	https://gem.gov.in/support https://gem.gov.in/userFaq
BSNL Contact-1	
BSNL's Contact Person	Shri J P PATEL , SDE(PLG-II)
Telephone/ Mobile	0771-2538833, 9425255100 [between 10:30 hours to 17:30 hours on working days]
E-mail ID	agmbasp.npcf@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Shri K K SHARMA,AGM (Planning)/Nodal Officer
Telephone/ Mobile	0771-2538833, 9424140800 [between 10:30 hours to 17:30 hours on working days]
E-mail ID	agmbasp.npcf@gmail.com

Note : Any support related queries or problem should be referred at <https://gem.gov.in/userFaq> and escalated to <https://gem.gov.in/gemtickets/>

6. Price schedule / BOQ

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

- i) Download price schedule / BOQ part
- ii) Fill Percentage (Below/at par/Above) for price schedule /BOQ
- iii) 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.
- iv) Download **price schedule / BOQ Section XIII in Excel format**. Fill up required information and save in your computer for uploading it while submitting the bid.

7. Other Instructions

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

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

8. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 4 GB RAM, Windows XP)
- 4 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 9.0 or above
- Digital Certificate(s) class-3 for users .

SECTION – VI

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. APPLICATION:

The General conditions shall apply in contracts made by the BILASPURBA for the execution of **Supply and installation of aviation lamp & Lightning arrestor with Spike Head in Mobile Towers of BILASPUR BA.**

2. STANDARDS:

The works to be executed under the contract shall conform to the standards prescribed in the Supply and installation of aviation lamp & Lightning arrestor with Spike Head in Mobile Towers of BILASPUR BA.

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. ISSUE OF WORK ORDERS AND TIME UNIT:

5.1 The work order shall be issued so as to include of Supply and installation of aviation lamp & Lightning arrestor with Spike Head in Mobile Towers for entire exchange area in case of small and medium exchanges and GSM Sites. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.

5.2 The work orders shall be issued by the AGM(NWP) after examining the technical and planning details of the works to be executed. Necessary detail should be checked before issuance of work order.

5.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of BA Head.

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

5.5 The BILASPURBA reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the head of BA, the contractor is not executing the work at the required rate.

5.6 The quantum of work given in work order should be completed within one month from the date of work order.

6. EXTENSION OF THE TIME:

6.1 General

6.1.1 In work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.

6.1.2 In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

6.2 Application for Extension-of the Time and Sanction of Extension of Time (EOT):

6.2.1 Extension of agreement period:- there are at times practical difficulties ,reason of which are ascribable to department, when agreement period extended as per the limit mentioned in tender document. The department will not be liable to the contractor for any loss or damages ,cost, charge or expenses that the contractor may in any way sustain/suffer .

7. PAYMENT :-

7.1 Payment will be made to the contractor on the basis of work done by him.

7.2 The bill for the work done may be prepared by the contractor duly checked and certified by the concerned SDEs along with test report as soon as prorata weekly work is completed i.e. if the work gets completed earlier than a week, then the bill can be preferred earlier and vice- versa.

7.3 2.0% or as applicable Income tax/sales tax will be deducted at source while making payment of bills.

7.4 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 with him or else the money for the same will be deducted from the bills or the security deposit @ 1.5 times of the departmental rates.

7.5 The work diary should be duly countersigned by the SDE/SDO as the work done along with the weekly progress report.

7.6 I/We agree to the conditions that I/We have ensure the execution of works awarded to me/us within the period specified in the order and all other conditions as mentioned. If I/We fail to execute the works to the satisfaction of the department within the specified period I/We will be liable for penalty damages as mentioned in tender.

7.7 I/We shall enter in to the prescribed agreement within one week of being called upon to do so.

7.8 I/We agree that the GM BA BILASPUR , shall have the discretion to terminate the contract at any stage without assigning any reason whatsoever and or award the work to any other party.

8 PENALTY :-

8.1 If work remains: - uncompleted within 07 days after the date of issue of work order and unfinished / Slow in process in execution of work not adhering to the time schedule given in the work order .So Compensation of an amount equal to 1% of estimate cost of given work order will be deducted from any amount due to contractor.

8.2 The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty as mentioned in clause 8.5.

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

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

8.4 The GM BA BILASPUR reserves the right. Of cancel the contract and forfeit the security deposit If the contractor fails to commence the work within 7 days after issue of the work order.

8.5 In case contracts fail to perform work as per instruction & clauses of agreement, then contractor liable for penalty @ 1% per week of default subject to maximum 10% of approved cost. The day, penalty reaches 10% contract is liable to terminated without any further notice and contract can continue after written approval of GM BA BILASPUR. The Penalty so imposed can be recovered from any SD, EMD/Payment/Contract with BSNL due to contractor.

9. RESCISSION/TERMINATION OF CONTRACT

9.1 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 engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- (c) If the contractor:- had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.
- (d) Firm should not be in black listed/banned/debarred from anywhere of India by BSNL or other PSU//Organization if said condition came to notice at any time of contract period, then entire amount of EMD,

PERFORMANCE SECURITY DEPOSIT & Bank Guarantee shall be forfeited & running contract shall be terminated

- 9.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under:
- 9.2.1 Measurement of Works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative .who shall sign the same in the MB. If the contractor or his authorized representative do not turn up for joint measurement. The measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained. '
- 9.2.2 The unused material (Supplied by the BSNL BILASPUR) available at site shall be transported back by the BSNL BILASPUR to the Telecom Store at the risk and cost of the contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents, ibid
- 9.2.3 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 BSNL BILASPUR shall get' the unexecuted work completed through any other contractor approved in (the BA) at the approved rates of that particular section or to execute the work BSNL BILASPUR ally, as is convenient or expedient to the BSNL BILASPUR 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 BA' Head) shall be final and binding. In all these cases, expenses whim may be incurred in excess of the sum whim 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 anywhere in the BSNL BILASPUR or from a security deposit.
- 9.2.4 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.
- 9.3 Termination for Insolvency:
- 9.3.1 The BSNL BILASPUR may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL BILASPUR.
- 9.4 Optional Termination by BSNL (Other than due default of the Contractor):
- 9.4.1 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: prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use In or in respect of the work.
- 9.4.2 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.
- 9.4.3 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.
- 9.5 Issuance of Notice:
- 9.5.1 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.
- 9.5.2 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 BILASPUR.
 - 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 BILASPUR 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.

10 INDEMNITIES:

10.1 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.

10.2 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.

10.3 Contractor shall either pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work or the same amount will be deducted from his bills. Such expenditure shall be intimated to Contractor either by Engineer-in-charge or concerned third parties in writing. The amount deducted by the Contractor from his bill shall be paid to concerned third parties by Divisional Engineer or Accounts Officer.

11. **FORCE MAJEURE:**

11.1 If any time, during the continuance of this contract, the performance In whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, 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 GM BA BILASPUR 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.

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

12. **ARBITRATION:**

12.1 In the event of any question, dispute or difference arising under this agreement or In connection there-with except as to matter the decision of whom is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, C.G.Circle, BILASPUR, C.G.or In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager C.G. Circle BILASPUR C.G. or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, C.G. Circle BILASPUR C.G.or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment that the arbitrator is BSNL Servant or that he has to deal with the matter to whom the agreement relates or that in the course of his duties as BSNL Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to do so for any reasons whatsoever such Chief General MANAGER or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at whom it was left out by his predecessors.

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

- 12.3 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:
- 12.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration, In accordance with contract agreement
- 12.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.
- 12.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 12.3.4 The onus of establishing his claims will be left to the contractor.
- 12.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 12.3.6 The "points of defence" will be based on actual conditions of the contract.
- 12.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 12.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defence".
- 12.3.9 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.

13 **SET OFF:**

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

14. **NEAR RELATIVE CLAUSE**

- 14.1 The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of work in different units of BSNL. The detail is as under.

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) wife (Daughter in law), Daughter & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband(brother in law).

The company or firm or any other person is not permitted to tender for work in BSNL unit in which his near relatives are posted the unit is defined as BA/ Circle/Chief engineer /chief architect / corporate office Binders should have to furnish the declaration as per section XI along with affidavit in agreement for the NIT on Rs10/- non judicial Stamp Paper.

15. **WARRANTY**

- 15.1 The Supplier shall warrant, that goods/items to be supplied shall be new and free from all defects and faults, in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered, and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the goods/items are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date; **four years** after the goods/items have been taken over.
- 15.2 If it becomes necessary for the Supplier to replace or renew any defective portion/portions of the material under this clause, the provisions shall apply to the portion/portions of the material so replaced or renewed or until the end of the above mentioned period of **four years**, whichever may be later. If any defect is not remedied within one month's time, the Purchaser may proceed to do the work at the Supplier's risk and expenses, but without prejudice to any other rights, which the Purchaser may have against the Supplier in respect of such defects.
- 15.3 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

16. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 16.1. Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Purchase Order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchaser order, Purchaser reserves the right either to short close/cancel this purchaser order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Supplier and Purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors/Suppliers.
- 16.2 Delay by the Supplier in the Performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, viz., and forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 16.3 If at any time during performance of the Contract, the Supplier or subcontractor(s) encounters Conditions beyond his control impeding timely delivery of the goods and performance of service, the supplier shall promptly (within seven days of the occurrence) notify the purchaser in writing of the fact of the delay, its likely duration and its clause(s). As soon as practicable after receipt of the supplier's notice, purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks) subject to furnishing of additional performance security @ 5% of the total of the Purchase order.
- 16.4 If the supplies are not completed within the extended delivery period, the purchase order shall be short closed and both the performance securities shall be forfeited

17. LIQUIDATED DAMAGE

- 17.1 The date of delivery of the goods/items stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein (Purchase order). Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period, without prior concurrence of the Purchaser, and be accepted by the consignee, such deliveries will not deprive the Purchaser of his right to recover liquidated damages. However, when supply is made within **21 days** of the contracted original delivery period, the consignee may accept the goods/items and in such cases the provision will not apply.
- 17.2 Should the tenderer fail to deliver the stores or any consignment thereof within the per prescribed for delivery the Purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to 10 weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for a another 10 weeks of delay. Total penalty will be maximum of 12% of the P.O. value. In the case of package supply where the delayed portion of their supplies materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- 17.3 Quantum of liquidated damages assessed and levied by the Purchaser shall be final and not challengeable by the Supplier. **This is exclusive of the penalty as per tender document.**

18. FALL CLAUSE

- 18.1** The prices once fixed will remain valid during the scheduled delivery period except for the provisions in tender document. Further, if at any time during the contract.

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;

and/or

- (b) the prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract. The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies.

The contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

19 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.

20 RECOVERY OF OVER PAYMENT

During audit or internal check, if any over payment is noticed, the same will be recovered from the contractor.

21 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(NWP) BILASPUR Telecom District, BILASPUR. The tenderer can be intimated through SMS & E Mail also which will be valid communication.

22. AUDIT AND TECHNICAL EXAMINATION:

- 22.1 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.
- 22.2 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 **GMTD BILASPUR** or his subordinate officer.
- 22.3 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.

23. Benefit of MSME Bidder :-

- i. MSE/MSME/NSIC bidders registered for similar items may claim exemption from payment of cost of tender form, EMD /Bid Security. The bidder shall furnish along with the bid a certificate/documentary proof in respect of registration clearly showing its validity as on date of opening of the bid. Moreover, they should also produce documentary evidence showing that the firm is MSE/NSIC registered for the items & category i.e. "operation and maintenance related to telecom infra work/ installation and repairing of telecom equipment/OFC Cable work/House Keeping work " tendered for. Failure to comply this provision shall result in summarily rejection of the bid.
- ii. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20 (twenty) per cent of total tendered value. The 20 (twenty) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.
- iii. Within this 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs:
 - a) In case of proprietary MSE, proprietor(s) shall be SC /ST
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty - one percent) shares in the unit
 - c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
- iv. Under Start up India, stand up India like Central government program under MSE, entity may relax an Turn over & Experience in 1st year of Registration in MSME.

Category; - The following condition are applicable to the enterprises engaged in providing or offering services;- Category investment

- a. Micro Enterprise \leq 10 Lakh.
- b. Small Enterprise \geq 10 Lakh to $<$ 2 Crore.
- c. Medium Enterprises $>$ 2 Crore to $<$ 5Crore

24.ROUTING OF BILLS

1. Bills must be routed through AGM Level officer of the BA concerned .GM BA can change the procedure for processing of invoices to improve the system efficiency any time during extension of the contract agreement.
2. The following documents should be submitted along with bills:
 - a. Satisfactory report of work & the entire unit under AMC shall be made over in working condition .
 - b. Challan copies of depositing the EPF & ESI. (If applicable)
 - c. Paid copy of GST.
 - d. Declaration “I am following the rules & condition of the EPF Act, 1952, ESI Scheme & Other labor law applicable from time to time”.
 - e. Annexure I to XI maintenance reports in original as per mentioned in tender documents duly signed and stamped by the **user/officer with date.**
3. Payment will be released subject to availability of cash/funds. Payment of wages may not be linked with bills payment.
4. **PROVISION OF EPF & ESI :-**

The bidder must comply with the Provisions of EPF & Misc. Provisions Act, 1952 and employees Provident fund Scheme 1952, in respect of labourers/employees engaged by the bidder for carrying out works. **The claim bill of contractor must accompany.**

 - (i) The list showing the details of laborer/ employees engaged.
 - (ii) Duration of their engagement.
 - (iii) The amount of wages paid to such labors/ employees for the duration in question.
 - (iv) Amount of EPF contributions (both employer’s & employees contribution), paid to the EPF Authorities.
 - (v) Copies of Authenticated documents paid to EPF Authorities.
 - (vi) A declaration from the bidder regarding compliance of the conditions of EPF Act 1952 must be submitted along with the bill.
5. The contractor shall be required to comply the provision of ESI & EPF, payment of wages act, contractor labor regulation act, payment of bonus act, payment of gratuity act and GST regulation.
6. Whereas no interest will be claimed on the delay payment on any ground of dispute.
7. Any recovery pointed out by audit will be directly deducted from bills/ Security deposit.
No payment will be made for the Work/goods received in less quantity, damaged / faulty condition

SECTION VII
SPECIAL CONDITIONS OF CONTRACT

1. **GENERAL:**

- 1.1 The work shall be accepted only after Acceptance Testing carried out by BSNL team, designated by the BSNL, as per prescribed schedule and work/material passing the test successfully.
- 1.2 The BSNL BILASPUR reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL BILASPUR.
- 1.3 The BSNL BILASPUR reserves the right to black list/banned/debarred a bidder for a suitable period in case he falls to honour his bid without sufficient grounds.
- 1.4 The BSNL BILASPUR reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.5 Any clarification issued by BSNL BILASPUR, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents. .
- 1.6 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer or Site Engineer In-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.3 The work may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the GM BA BILASPUR .
- 1.4 If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of (the BA Head) shall be final.
- 1.5 If at any time after the commencement of the work, the BSNL BILASPUR may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the BSNL BILASPUR shall give notice in writing of the fact to the contractor who shall have no claim. to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall instructions any curtailment of the work as originally contemplated.
- 1.11 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL BILASPUR shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any BSNL promissory notes etc, forming the whole or part of such security or running I Anal bill pending against any contract with the BSNL BILASPUR In the event of the security being insufficient or if no security has been taken from the contractor , then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to recover the full amount recoverable the contract or shall pay to BSNL BILASPUR on demand the balance remaining due.
- 1.12 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering BSNL BILASPUR or any other BSNL BILASPUR of the BSNL of India is allowed to work as a contractor for a period of two years after his retirement from BSNL service without the previous permission of BSNL of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of BSNL of India as aforesaid before submission of the engagement In the contractor's service as the case may be.
- 1.13 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified. The GM BA BILASPUR shall have the power to terminate the contract without any notice.

- 1.14 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the (the GM BA BILASPUR) on behalf of the BSNL can terminate the contract without compensation to the contractor. However (GM BA BILASPUR) at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of (GM BA BILASPUR) shall be the final.
- 1.15 In the event of the contractor, winding up his Company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and Stipulations of the contract for the transfer of his properties and business, that such other person. or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.
- 1.16 Interpretation of the contract document:
- 1.16.1 The representative of (the GM BA BILASPUR) and the contractor shall in so far as possible by mutual consultation, by to decide upon the meaning and intent of the contract document. In-case of disagreement the matter shall be referred to GM BA BILASPUR whose decision shall be final. Any change in the contract: documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.
- 1.17 Notification:
- 1.17.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and I or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons or authorities involved and advised of the progress of operations throughout the performance of the work and/or with such 'other Information and or supporting figure and data as may from time to time as directed or required.
- 1.18 Shut down on account of weather conditions:
- 1.18.1 The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or other force majeure conditions.
- 1.19 The Contractor shall bound to pay workers payment made through online mode only And record /document made available to BSNL GM BA BILASPUR .

2. EASEMENTS. PERMITS. LICENCES AND OTHER FACILITIES:

- 2.1 The contractor shall obtain/provide at his own cost all easements, permits and license necessary to do its work. However charge claimed demanded by State / Central / Local Bodies for required permission will be paid by BSNL. The work of applying for permission follow up and getting required demand note and permission will be done by contractor.
- 2.2 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- 2.3 The contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and or tenants such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangement as also bream and claim and shall be entitled with a copy to the Divisional Engineer.
3. Delay on part of contractor for obtaining, permission / follow up so will be dealt as per penalty clause vide 8 section no. VI.

4. QUALITY OF WORK:

- 4.1 The BSNL BILASPUR shall be the final judge of the quality of the work and the satisfaction of the BSNL BILASPUR in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL BILASPUR and 1 or its representative shall not manifest a change or intent of waiver, the Intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of GM BA BILASPUR has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

5. TAXES AND DUTIES:

- 5.1 Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and / or in respect of the works or operations or any part thereof to be performed by the contractor and the

contractor shall indemnify and keep indemnified the BSNL BILASPUR from and against the same or any default by the contractor in the payment thereof. GST as applicable will be paid by BSNL.

6. **PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:**

- 6.1 The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 6.2 If the excavation of trench alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the BSNL BILASPUR regulations as to placing of warning boards (Minimum size 3' x 2'), traffic signals, barricades, flags etc., at such location. If the contractor does not put the warning signal as per above directions, then a penalty of Rs. 500/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.
- 6.3 Attention of the contractor is drawn to the rules regarding Construction of cables at road crossing, along Railways Bridges, Highways safety precautions while working In Public Street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.
- 6.4 The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 6.5 The contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and undertake to indemnify the BSNL BILASPUR from and against all actions, cause of actions, damages, claims and demands what-so-ever, either In law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL BILASPUR shall promptly repair any damage incurred.
- 6.6 The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

7. **LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**

7.1 Obtaining License at the time of commencement of work:

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

7.2 Contractors Labour Regulations:

7.2.1 Working Hours

- 7.2.1.1 Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that Inclusive of Interval for rest, if an'(), it shall not spread over more than 12 hours on any day.
- 7.2.1.2 When a worker is made to work for more than 8 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- 7.2.1.3 Every worker shall be 'given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, Irrespective of whether such worker Is governed by the Minimum Wages Act or not.
- 7.2.1.4 Where the minimum wages prescribed by the BSNL, under the Minimum wages Act,. are not Inclusive of the wages for the weekly day of rest, the 'worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- 7.2.1.5 Where a contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

7.2.2 Display of Notice Regarding Wages Etc.

The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, In a dear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum

Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information.

7.2.3 Payment of Wages.

7.2.3.1 The contractor shall fix wage periods in respect of which wages shall be payable.

7.2.3.2 No wage period shall exceed one month.

7.2.3.3 The wages of every person employed by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

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

7.2.3.5 All payment of wages shall be made by directly crediting the due amount into employee's/labour's bank account electronically. In case payment through bank account is not possible due to unavoidable & justified reasons, all such payment should be made manually on a working day at the work premises and during the working time and on, in presence of site Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be and contractor has to get the manual payment receipt certified from engineer-in-charge/authorized person. Such manual payment is to be made on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

7.2.3.6 Wages due to every worker shall be paid by directly crediting the due amount into employee's bank account in normal course, otherwise it should be paid to him directly or to other person authorized by employee on his/her behalf in presence of site Engineer or any other authorized representative of the Engineer-in-Charge.

7.2.3.7 All wages shall be paid in current coin or currency or in both.

7.2.3.8 Wages shall be paid without any deduction of any kind except those specified by the - Central BSNL by general or special order in this behalf or permissible under the Payment of wages Act 1956.

7.2.3.9 A notice showing the wages 'period and the place and time of disbursement of wages shall, be displayed at the place of work and a copy sent by the contractor to the Engineer in-Charge under acknowledgment.

7.2.3.10 It shall be the duty of the contractor of to 'ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

7.2.3.11 In case of manual payment, the contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the end of the entries in the "Register of wages" or the "Wage-cum-Muster Roll", as the case may be, In the following form:-

"Certified that the amount shown in the column No has been paid to the workman concerned in my presence on.....at....."

7.2.4 Fines and deductions which may be made from wages

7.2.4.1 The wages of a worker shall be paid to him without any deduction of any kind except the following

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deductions for damage to or loss of goods expressly entrusted to the employed person for Custody or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

(e) Any other deduction, which the Central BSNL may from time to time, allows.

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

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

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

7.2.5 Labour Records

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

- 7.2.5.2 The contractor shall maintain a Muster Roll register In respect of all workmen employed by him on the work under Contract in Form XVI of the a. (R&A) Rules 1971.
- 7.2.5.3 The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in From XVII of the CL (R&A) Rules 1971.
- 7.2.5.4 Register of accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
- a) Full Particulars of the labourers who met with accident.
 - b) Rate of wages
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident
 - f) Time and date of accident
 - g) Date and time when admitted in hospital
 - h) Date of discharge from the hospital
 - I) period of treatment and result of treatment
 - j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
 - k) Claim required to be paid under Workmen's Compensation Act.
 - l) Date of payment of compensation.
 - m) Amount paid with details of the person to whom the same was paid
 - n) Authority by whom the compensation was assessed
 - o) Remarks
- 7.2.5.5 The contractor shall maintain a Register of Fines in the Form XII of the a. (R&A) Rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and emission for which fines can be imposed.
- 7.2.5.6 The contractor shall maintain a Register of deductions for damage or loss in Form XX of the a. (R&A) Rules 1971.
- 7.2.5.7 The contractor shall maintain a Register of Advances in Form XXIII of the a. (R&A) Rules 1971.
- 7.2.5.8 The contractor shall maintain a Register of Overtime in Form XXIII of the a. (R&A) Rules 1971.
- 7.2.6 Attendance card-cum wage slip
- 7.2.6.1 The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
- 7.2.6.2 The card shall be valid for each wage period,
- 7.2.6.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 7.2.6.4 The card shall remain in possession of the Worker during the wage period under referel 11e.
- 7.2.6.5 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- 7.2.6.6 The contractor shall obtain the signature or thumb Impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.
- 7.2.7 Employment card
- The contractor shall issue an Employment Card in the Form XIV of a. (R&A) Central Rules 1971 to each worker within three days of the employment of the worker.
- 7.2.8 Service certificate
- On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the from XV of the a. (R&A) Central Rules 1971.
- 7.2.9 Preservation of labour records
- The Labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Large or Labour Officer or any other officers authorized by the Ministry of Communication in this behalf.
- 7.3 Power of labour officer to make investigations or enquiry
- The labour officer or any person authorized by the Central BSNL on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Causes and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor In regard to such revision.

- 7.4 Report of Investigating officer and action thereon
The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. The Engineer in-charge shall arrange payments to the labour concerned Within. 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.
- 7.5 Inspection' of Books And Slips
The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central BSNL on his behalf.
- 7.6 Submission of Returns
The contractor shall submit periodical returns as may be specified from time to time.
- 7.7 Amendments
The Central BSNL may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.
8. INSURANCE:
- 8.1 Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to end / or incidental to the same. The contractor shall have to furnish originals and / or attested copies as required by the BSNL BILASPUR of the policies of insurance taken within 15. (Fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.
9. COMPLAINCE WITH LAWS AND REGULATION:
- 9.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the BSNL, BSNL agency or BSNL BILASPUR, municipal board, BSNL of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly , by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws , Rules, Regulations, Laws and Order and provisions as aforesaid.
10. TOOLS AND PLANTS:
The contractor shall provide at his own cost all tools, plants appliances, implements etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials. Necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The

contractor shall be responsible to make all arrangements, at his own cost for de-watering of trenches/ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements, at his own cost, for water required for carrying of works at sites including curing of CC/RCC works. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

10.1 Compliance of EPF Act - 1952

The contractor will have to fulfill / compliance of provision of EPF & misc. provisions Act - 1952 & employees provident fund scheme 1952 by the contractor in respect of Labours / Employees engaged by them. For performing the work in BSNL while submitting the claim of bills to wards works executed by him, he must accompany the

- (i) List showing the details of Labours / employees engaged along with EPF account no.
- (ii) Duration of their engagement
- (iii) The amount of wages paid to such Labours / employees for the duration in question.
- (iv) Amount of EPF contribution (both employees & employers) for the duration in question
- (v) Copies of authenticated of payment of such contribution to EPF authority and a declaration

from the contractor regarding compliance of EPF Act – 1952

10.2 If contractor fails to compliance the EPF Act 1952, BSNL Shall deduct the EPF (Both Employees & Employers) and deposited to EPF authority under BSNL EPF accounts.

10.3 The contractor has to observe all provision of ESI and submit proof of deposits of necessary amount as per ESI act/rules at the time of claim of work duty acknowledge by ESI authority. Copy of register/ deposit maintain for ESI must be got checked by the A.G.M. (A & P) and certificate given with claim.

11. Employees State Insurance Corporation

E.S.I. Scheme being contributory in nature, all the employees in the factories or establishments to which the Act applies shall be insured in a manner provided by the Act. The contribution payable to the Corporation in respect of an employee shall comprise of employer's contribution and employee's contribution at a specified rate. The rates are revised from time to time. Currently, the employee's contribution rate is 1.75% of the wages and that of employer's is 4.75% of the wages paid/payable in respect of the employees in every wage period. Employees in receipt of a daily average wage up to Rs.70/- are exempted from payment of contribution. Employers will however contribute their own share in respect of these employees.

Collection of Contribution:

An employer is liable to pay his contribution in respect of every employee and deduct employees contribution from wages bill and shall pay these contributions at the above specified rates to the Corporation within 21 days of the last day of the Calendar month in which the contributions fall due. The Corporation has authorized designated branches of the State Bank of India and some other banks to receive the payments on its behalf.

Contribution Period and Benefit Period: As per ESIC rules & regulations.

SECTION VIII

SPECIFICATION & SCOPE OF WORK

1. SCOPE OF WORK

A. Maintenance/Installation/Supply& Installation of Aviation Lamp

The solar panel based powered with Lithium-ion rechargeable Battery single domed aviation lamp with auto switch (ICAO Type-A -LED type aviation lamp with automatic on/off based on ambient illumination level of reputed brands like GEC/Bajaj / Philips / AOL (BINAY) /CEMA/FREQUENCY /MICROTECH/AVAIDS TECHNOVATOR of 72 CD/SQM is to be used with PVC insulated 3-core copper wire of 1.5 Sq.mm multi strands of reputed brands like Finolex / KDK/ Berlia/ Havels inside a PVC conduit pipe along the RF cable tray on the surface of tower and switches/ MCB of reputed company like Anchor /Cona/ Havels or higher should be used in the fitting of Aviation Lamp and to be provided and fixing in the tower by the contractor. The Aviation Lamp should be fitted at the specific point and height according to Civil Aviation regulation. The control panel and Li-ion Battery should be kept inside an all weather proof Box of suitable size (supplied by contractor) and can be operable for any kind of maintenance activities. All materials i.e. Aviation Lamp, Li-ion Battery, Solar panel and fitting accessories are to be supplied to the sites by the contractor.

Specifications:

Voltage Rating	12/24/48 volts
Material Type	Aluminium Die cast and red polycarbonate semi transparent dome
Battery	7 AH(Lithium-Ion) or above
Solar Panel	12V, 10W
Luminosity, Flash Type	72 CD/m ² or above, Non Flashing, 100 LEDs or more
Day Night sensor	LDR/APD/ photo sensor for Auto On-OFF
protection	Weather proof IP65 and earthing protection
warranty	4 year for battery, solar panel, Sensor panel and LED Lamp

B. PROVIDING & FIXING LIGHTENING ARRESTOR

Providing and fixing lightning arrestor with spike head at the top of the tower as per direction of Engineer-in-Charge. Copper hollow Pipe of 25mm diameter and 1m long, support for spike at the top of the tower by drilling and welding and the Lightning Arrestor must be well insulated with top of the tower by applying insulation plate in case of fixing directly at the top of tower or G. I. Pipe of 50mm dia and 2.5m long for fitting spike should be provisioned with insulation with tower. Required length of G.I. strip should be prepared by tightening with two GI nuts and bolts in the overlapped area and welding the surroundings for connection. The joints are to be sealed with water proof PVC sealant.25mmx3mm zinc coated GI strip to be used for connection in between lightning spike and Ring earth. One end of the G.I. strip should be connected to the lightning spike at the lower top and other end to the ring earth below ground inside a PVC conduit pipe and the separation of tower body and GI strip to be ensured. All materials are to be supplied to the sites by the contractor.

Work area: -

ZONE-I- Five revenue district areas namely **BILASPUR, MUNGELI,PENDRA, SHAKTI, KORBA** of **BILASPUR OA.** Total 473 BTS/Towers (approximately) are working in above area.

ZONE-II-Five revenue district areas namely **RAIGARH, SARANGARH , JASHPUR** of **RAIGARH OA,** Total 222 BTS/Towers (approximately) are working in above area.

ZONE-III-Four revenue district areas namely **SURGUJA, BALRAMPUR , KORIA AND SURAJPUR** of **SURGUJA OA,** Total 259 BTS/Towers (approximately) are working in above area.

SECTION – IX

FORMAT OF AGREEMENT

This agreement made on this _____ day of (month) _____ (year) _____ between M/s _____, herein after called "The Contractor" (Which expression shall unless excluded by or repugnant to the context , include its successors , heir, executors, administrative representative and assignee) of the one part & the CMD BSNL here in after referred to as the BSNL, of other part.

Whereas the contractor has offered to enter into contract: with the said BSNL for execution of **Tender for Supply and installation of aviation lamp & Lightning arrestor with Spike Head in Mobile Towers of BILASPUR BA in ZONE-I/ZONE-II** (the BSNL BILASPUR) on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

- 1) The contractor shall, during the period of this contract: that is to say from _____ to _____ or completion of work for ` _____ (In words) _____ whichever is earlier or until this contract: shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labourers employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all associated works as described in documents (annexed to the agreement), when the BSNL or GM BA BILASPUR or any other persons authorized by GM BA BILASPUR in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT (notice Inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, Instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
- 3) The contractor shall also provide services at the requisite number of service units with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL Department of Telecommunications/DTS is not/shall not ever be admitted as partner in the contract:
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.
- 6) Copies of authenticated documents of payments of EPF/ESI contribution paid for the last month should be attached along with the current month bill.

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

Above written :

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

Witness :

1.

2.

Signed & Delivered on behalf
of the BSNL of India by the

Witness :

1.

2.

SECTION - X

DECLARATION - I

(No Near Relative Declaration)

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

I S/o..... R/o
....., hereby certify that none of my relative(s) as defined below is/are employed in BSNL/DOT unit. 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.

Note: The near relatives for this purpose are defined as:

1. Members of a Hindu Undivided family,
2. They are husband and wife,
3. The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

Station:

Name of the contractor
(Capacity in which signing)

Date:

Note-:

- This Declaration is required to be submitted as affidavit in original for this tender in Rs10/- non Judicial stamp paper.
- The above certificate is to be signed by:
 - ✓ The Proprietor in case of Proprietorship firm
 - ✓ All the partners in case of Partnership firm
 - ✓ All the directors in case of Limited Company

DECLARATION-II

**(Non Blacklisting/ Non Debar/banned Declaration)
(In 10/- non Judicial stamp paper)**

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

I/We hereby declare that my/our firm has/have not been declared blacklisted / debar/banned for taking part in tender any where in the unit of BHARAT SANCHAR NIGAM LIMITED (**Corporate Office/Circle/BA/OA/BA etc.**)/ GST authorities and MTNL/Central/State Govt./PSU Undertaking. I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held by BSNL BILASPUR BA.

Signature of BIDDER

Name of the BIDDER
(Capacity in which signing)

Station:

Date:

Note-:

- This Declaration is required to be submitted as affidavit in original for this tender in **Rs.10/- non judicial stamp paper.**

DECLARATION-III

(PAYMENT INSULATION UNDERTAKING)

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

I/We undertake that I/We have sufficient capital resources to carry out operations and will make due payment to our firms labour/employees assigned to execution of this tender of BSNL BILASPUR BA as per laws every month insulating it from payments from BSNL. I/We also undertake to perform the work in faithful & efficient manner of this tender without linking it to payments from BSNL.

Signature of BIDDER

Name of the BIDDER
(Capacity in which signing)

Station:

Date:

Note-:

- This Declaration is required to be submitted as affidavit in original for this tender in **Rs.10/- non judicial stamp paper.**

DECLARATION-IV
NO DEVIATION STATEMENT
NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

Sl.No	Clauses	Compliance
(A)	(B)	(C)
1	All clauses of “General Commercial Conditions “of Section- VI	
2	All clauses of “Special Commercial Condition of Contract” of Section- VII	
3	All clauses of Scope of Work of Section- VIII , requirements of quantity of Section- XIII , SOR of Section- XIII	
4	All clauses of “General Instruction to Bidders” of Section- V (I)	
5	All clauses of “Special Instruction to Bidders” of Section- V (II)	
6	All clauses of “Declaration” of Section- X and All clauses of “Authorization” of Section- XI	
7	All clauses of “Specification” of Section- VIII	

- The ‘No deviation statement’ should be given as per clause 7.1.2 (b) of Section-**V (I)**.
- The bidder should mention ‘NO DEVIATION’ in the column ‘C’ above, otherwise a statement of deviation may be submitted as per clause 7.1.2 (b) of Section-**V (I)**.
- The column “C” if left blank and the bidder signs this page of the document will be treated as full compliance.

Date:

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

DECLARATION-V

PROFORMA OF “STATEMENT OF CLAUSE BY CLAUSE COMPLIANCE” (TO BE SUBMITTED ON THE ORGANISATION’S/COMPANY’S LETTERHEAD)

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

The Asst. General Manager (PLANNING),

O/o GM BA, BSNL BILASPUR Business Area, CITY EXCHANGE ,BILASPUR-495001.

Sub:- Clause-by-Clause compliance

Ref:- Your Tender No. : NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

Sl. No.	Clauses	Compliance
A	B	C
1	All clauses of DETAILED NOTICE INVITING TENDER of section I of tender document	
2	All clauses of TENDERER’S PROFILE AND BID FORM of section III & IV of tender document	
3	All clauses of DECLARATION of section X of tender document	
4	All clauses of LETTER OF AUTHORISATION FOR ATTENDING BID OPENING. of section XI of tender document	
5	All clauses of E-TENDER INSTRUCTION TO BIDDER of section V(II) of tender document	
6	All clauses of GENERAL INSTRUCTIONS TO THE BIDDER of section V(I) of tender document	
7	All clauses of GENERAL TERMS & CONDITIONS of section VI of tender document	
8	All clauses of SPECIFIC TERMS AND CONDITIONS of section VII of tender document	
9	All clauses of AGREEMENT of section IX of tender document	
10	All clauses of Price Schedule of Section XIII & Schedule of Quantity of Section XIII of tender document	
11	All clauses of Scope of Work of Section VIII and Specification of Work of section VIII of tender document	

The Bidder should mention “Fully Complied” in the column C above otherwise a statement of deviation may be submitted

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)

Station:

DECLARATION-VI

‘Bid Security Declaration ‘

(To be typed on letter head of the company)

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

To,
The AGM (Planning)
O/o GM BA, BSNL, BILASPUR
CITY EXCHANGE BILASPUR
(CG)-495001

Subject- Regarding –Bid Security Declaration.

Ref. NIT No.-: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

Dear Sir,

I, hereby submit “**Bid Security Declaration**”and accepting that if I withdraw or modify this ref. bids during Period of Validity etc. . Then I may be suspended/debarred/banned for the period of One Year from the date of issue of such order as per tender clause 8.1.3 (C) of Section –V(I) and as per NIT of Section-I.

For and on behalf of M/s.... (Insert Name of Bidding Company)

.....

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

Date:.....

DECLARATION VII.-UNDERTAKING & DECLARATION

**FOR UNDERSTANDING AND AGREEING WITH THE TERMS & CONDITION OF TENDER & SPEC.
OF WORK**

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions included in the tender documents & offer to execute the work as per tender terms & conditions (without any deviation) and at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ Performance linked Security Deposit/PBG deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender/Bid offer are correct.
2. In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summarily.
3. 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 LOI/ Purchase/ work order if issued and forfeit the EMD/ Performance linked Security Deposit/ PBG / 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 XI

A. LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

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.

Note:-

1. Maximum one representative per BIDDER will be permitted to attend bid opening. 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.

B. PROFORMA OF POWER OF ATTORNEY
(Refer Clause 11.3 of Section-V (I))

Rs. 100/- Non-JudicialStamp

POWER OF ATTORNEY

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

Be it known all to whom it concern that:-

1. Shri/Smt./Ku _____ S/o / W/o / D/o _____ residing at _____

1. Shri/Smt./Ku _____ S/o / W/o / D/o _____ residing at _____

2. Shri/Smt./Ku _____ S/o / W/o / D/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____
_____ (Name & Address) hereby appoint
Shri/Smt./Ku. _____ s/o / w/o / d/o _____ residing at
_____ as my/our Attorney to act in my/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 GM,BSNL, BILASPUR
Business Area, in connection with their Tender Enquiry No. _____ dated
_____ for the supply of _____
due for opening on _____. In short, he is fully authorized to do all, each and everything
requisite for the above purpose concerning M/s _____. And I/We
hereby agree to confirm and ratify his all and every act of this or any documents executed by my/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 me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

Signature of the Proprietor/Partners/Directors

1) Name _____

1) Name: _____

Sign. _____

Sign. _____

(Address _____)

1) Name _____

2) Name: _____

Sign. _____

Sign. _____

(Address _____)

2) Name _____

3) Name: _____

Sign. _____

Sign. _____

(Address _____)

Accepted

(Name & Signature of Signatory of Tender Offer of the firm)

(with Designation, Address, Phone No., Mobile No. & Email)

ATTESTED

Notary Public

(Signature with Official Seal)

OR

REGISTERED

Before

(SUB – REGISTRAR) (of concerned State)

Signature with Official Seal

(Note :-Kindlyrefer Clause 11.3 of Section-V (I) for compliance same is reiterated as :-

- (i) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be EITHER attested by a Notary Public OR registered before Sub-Registrar of the states(s) concerned.*
- (ii) The said Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body corporate .Copy of the Board Resolution / authorization shall also be submitted along with POA*
- (iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said attorney.)*

SECTION - XII

A. EMD (EARNEST MONEY DEPOSIT)

To,

The AGM (Planning)

O/o The GM BA BILASPUR

With reference to your tender notice E-TENDER NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023 for Tender for supply and installation of Aviation Lamp & Lightning arrestor with spike head in mobile Towers of Zone-I/Zone-II of BILASPURBA under the jurisdiction of GM BA BILASPUR , I/We offer our rates as under :-

- a. The rates quoted are inclusive of all materials, labour, transportation from Sub Divisional Headquarter to work site, Taxes etc.

- b. I/We have deposited earnest money of Rs. (Rupees
.....) vide DD No. Dated
..... of nationalized Bankor cash deposited at Cash
Counter vide receipt No. dated at O/o GM BA
BILASPUR which is enclosed in original.

I/We agree with all the terms & conditions of the tender and would be abide by all these terms & conditions.

Signature of the Tenderer

Name

Date :

Place :

SECTION: XII

B. TECHNICAL BID

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

LIST OF THE DOCUMENTS TO BE UPLOADED DURING ONLINE BID

The BIDDER will have to upload attested **by Gazetted Officer/Notarized/Self Attested copies** of following documents/deposits during online Bid submission. Any bid not accompanying the below mentioned documents / deposits will be liable to be rejected;

1. Bid Security/Tender documents cost in accordance to clause of **Section I**.
2. Bid form duly filled in as per Section-III and Bidders profile as per Section-IV of tender document should be uploaded online separately.
3. Certificates of incorporation /copy of Registration of firm /copy of valid Shop Act license, which ever is applicable.
4. Copy of Partnership deed of partnership Firm or Copy of Memorandum & Articles of Association of company.
5. Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work (mentioning the NIT no.) in non judicial stamp paper and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
6. Near Relative 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(Firm Partner/All Director including himself/herself) of his/her near relative is employed in BSNL format **Section X** separately.
7. Experience Certificate as mentioned in Clause of **Section-I (NIT)**.
8. Intending bidders should have nationalized/scheduled bank Solvency Certificate from the nationalized/scheduled bank of the bidder for 40% of the estimated tender cost has to be submitted. The Solvency Certificate should not be older than one year from the date of issue of this Tender (DNIT).
9. Copy of PAN No (in case of Sole Proprietorship, PAN No of proprietor required , In case of Partnership firm/company, PAN No of firm /company is required)
10. Income-tax Return filed copy (A. Y.2020-21,2021-22 & 2022-23)
11. Copy of ESI registration Certificate or Workmen compensation insurance policy.
12. Copy of EPF registration Certificate.
13. Valid GST Registration Certificate (PAN Based).
14. A self-declaration along with the evidence that the bidder(s) is not black listed by GST authorities, Documentary proof of GST registration.
15. AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER'S / DIRECTORS DULY NOTARISED/AFFIDAVIT IN NON-JUDICIAL STAMP PAPER/e-STAMP PAPER WORTH Rs.100.00 OR MORE as per format Section XV(Dully Self attested and Notarized). This should be submitted in original with offline technical envelope.
16. Tender Documents uploaded online through E-tender portal: (<https://www.gem.gov.in>) without any corrections and overwriting in original (Signed Copy).Tender is liable to be rejected if Filled Tender Documents not submitted accordingly.
17. Attested copy of Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn Over during the last 3 years ending 31st March of the previous financial year(2022) should be at-least 30% of estimates cost.
18. Valid MSE/UDYAM Certificate, if applicable. (Attested by Gazetted /Notary)
19. List of employed skilled technical personnel and/or Undertaking from Bidder regarding employment of skilled technical personnel.
20. Undertaking with respect as that the Bidder is NOT a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India).
21. Bidder(s) should have office in the state of Chhattisgarh or he will submit an undertaking that he will establish his office in Chhattisgarh at the time of execution of agreement. Valid proof of office address is to be submitted.
22. The Bidder must not be black-listed by any Central/ State Governments/ PSUs/BSNL in India at the time of submission of bid. An undertaking must be submitted in this regard as per **section X**.
23. Undertaking regarding payment insulation are to be filled & signed specifically as per **Section VI**.
24. Undertaking and Declaration as per **Section X**.

25. Registration of Labour identification Number (LIN).

26. Copy of Labour License as a proof of Registration with Central/ State Labour Commission (under Contract Labour Act1970) for submitted work experience and An undertaking regarding new labour licence will be submitted by bidder before award of work.

Note:-

1. All online documents should be submitted Original (Scanned) or self attested in case of Xerox copy, Bid will be rejected if online documents are not submitted as mentioned above.

2. Separate financial bid needs to be submitted by bidder for each zone.

Signature of Tenderer
Name of the Tenderer
(Capacity in which signing)

Station:



(SECTION -XIII)

BHARAT SANCHAR NIGAM LIMITED

GENERAL MANAGER BUSINESS AREA BILASPUR

CG-495001

BSNL C.G. TELECOM CIRCLE

FINANCIAL BID

E-Tender for supply and installation of aviation lamp & Lightning arrestor with Spike Head in Mobile Towers of BILASPUR BA

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

Read this tender document thoroughly.

कृपया टेंडर डॉक्यूमेंट को ध्यान से पढ़ें

Only tender submitted online will be accepted.



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

GENERAL MANAGER BUSINESS AREA BILASPUR

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

FINANCIAL BID

RATES TO BE OFFERED FOR SUPPLY AND INSTALLATION OF AVIATION LAMP & LIGHTNING ARRESTOR WITH SPIKE HEAD IN MOBILE TOWERS OF BILASPUR BA

With reference to your tender notice E-TENDER NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023 for Tender for supply and installation of Aviation Lamp & Lightning arrestor with spike head in mobile Towers of **Zone-I (BILASPUR OA) of BILASPUR BA** under the jurisdiction of GM BA BILASPUR , I/We offer our rates as under :- (The bidder have to quote the rates including cost of labor, cost of material including transportation required for installation and commissioning inclusive of all taxes on the materials etc. required for Tender for supply & installation of Aviation Lamp & Lightning arrestor with spike head in mobile Towers of BILASPUR BA including GST.)

Sl.No.	Particulars	Quantity	Rate Quote By Bidder Per Qty.(in Rs.) including GST	Rate Quote By Bidder Per Qty. (in Words) (in Rs.) including GST	Total (in Rs.)
1	Supply of solar panel powered with Lithium-ion rechargeable Battery aviation lamp with auto switch (ICAO Type-A -LED type aviation lamp with automatic on/off based on ambient illumination level) and fixing accessories (Each set)	138			
2	Installation Charges for installing and commissioning of both Aviation Lamp and lightning arrestor with GI Strip(per site)	88			
3	Installation Charges for installing and commissioning of Aviation Lamp (per site)	50			
4	Installation Charges for installing and commissioning of Lightning Arrestor with GI strip (per site)	119			
5	Lighting arrestor with copper Spike Head, 1Mtr*25MM Copper Hollow Pipe, insulation plate, Base Plate with fitting accessories) (Each set)	207			
6	GI Strip (25mm X 3mm) for connecting Lightning arrestor with tower earth at ground (per kg).	2070			
7	32 mm dia PVC/plastic conduit (per meter)	8280			
TOTAL					

Total Amount (In Words) :

Note:-

1. Rates quoted shall be inclusive of all taxes including GST as applicable.
2. In case of any discrepancy in the amount written in words or numerals, the rate in words shall prevail.
3. Material required for the above work of towers shall be supplied by the contractor at his own cost. No separate charges for the material shall be paid by the BSNL. Material supplied shall be of world class make/standards and shall bear warranty of minimum four year.
4. Proposed composite evaluation of L-1 bidder is on rates quoted & comparing with estimated cost defined in NIT.

This is to certify that I/we have read and understood all the terms and conditions of the tender and these are acceptable to me/us in full. **If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.**

We agree to abide by this Bid for a period of **180 days** from the date of opening of financial 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



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

GENERAL MANAGER BUSINESS AREA BILASPUR

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

FINANCIAL BID for Zone-II

RATES TO BE OFFERED FOR SUPPLY AND INSTALLATION OF AVIATION LAMP & LIGHTNING ARRESTOR WITH SPIKE HEAD IN MOBILE TOWERS OF BILASPUR BA

With reference to your tender notice E-TENDER NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023 for Tender for supply and installation of Aviation Lamp & Lightning arrestor with spike head in mobile Towers of **Zone-II (RAIGARH OA) of BILASPUR BA** under the jurisdiction of GM BA BILASPUR , I/We offer our rates as under :-

(The bidder have to quote the rates including cost of labor, cost of material including transportation required for installation and commissioning inclusive of all taxes on the materials etc. required for Tender for supply & installation of Aviation Lamp & Lightning arrestor with spike head in mobile Towers of BILASPUR BA including GST.)

Sl.No.	Particulars	Quantity	Rate Quote By Bidder Per Qty.(in Rs.) including GST	Rate Quote By Bidder Per Qty. (in Words) (in Rs.) including GST	Total (in Rs.)
1	Supply of solar panel powered with Lithium-ion rechargeable Battery aviation lamp with auto switch (ICAO Type-A -LED type aviation lamp with automatic on/off based on ambient illumination level) and fixing accessories (Each set)	70			
2	Installation Charges for installing and commissioning of both Aviation Lamp and lightning arrestor with GI Strip(per site)	40			
3	Installation Charges for installing and commissioning of Aviation Lamp (per site)	40			
4	Installation Charges for installing and commissioning of Lightning Arrestor with GI strip (per site)	106			
5	Lighting arrestor with copper Spike Head, 1Mtr*25MM Copper Hollow Pipe, insulation plate, Base Plate with fitting accessories) (Each set)	136			
6	GI Strip (25mm X 3mm) for connecting Lightning arrestor with tower earth at ground. (per kg)	1360			
7	32 mm dia PVC/plastic conduit (per meter)	5440			
TOTAL					

Total Amount (In Words) :

Note:-

1. Rates quoted shall be inclusive of all taxes including GST as applicable.
2. In case of any discrepancy in the amount written in words or numerals, the rate in words shall prevail.
3. Material required for the above work of towers shall be supplied by the contractor at his own cost. No separate charges for the material shall be paid by the BSNL. Material supplied shall be of world class make/standards and shall bear warranty of minimum four year.
4. Proposed composite evaluation of L-1 bidder is on rates quoted & comparing with estimated cost defined in NIT.

This is to certify that I/we have read and understood all the terms and conditions of the tender and these are acceptable to me/us in full. **If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.**

We agree to abide by this Bid for a period of **180 days** from the date of opening of financial 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



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

GENERAL MANAGER BUSINESS AREA BILASPUR

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

FINANCIAL BID for Zone-II

RATES TO BE OFFERED FOR SUPPLY AND INSTALLATION OF AVIATION LAMP & LIGHTNING ARRESTOR WITH SPIKE HEAD IN MOBILE TOWERS OF BILASPUR BA

With reference to your tender notice E-TENDER NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023 for Tender for supply and installation of Aviation Lamp & Lightning arrestor with spike head in mobile Towers of **Zone-III (SURGUJA OA) of BILASPUR BA** under the jurisdiction of GM BA BILASPUR , I/We offer our rates as under :-

(The bidder have to quote the rates including cost of labor, cost of material including transportation required for installation and commissioning inclusive of all taxes on the materials etc. required for Tender for supply & installation of Aviation Lamp & Lightning arrestor with spike head in mobile Towers of BILASPUR BA including GST)

Sl.No.	Particulars	Quantity	Rate Quote By Bidder Per Qty.(in Rs.) including GST	Rate Quote By Bidder Per Qty. (in Words) (in Rs.) including GST	Total (in Rs.)
1	Supply of solar panel powered with Lithium-ion rechargeable Battery aviation lamp with auto switch (ICAO Type-A -LED type aviation lamp with automatic on/off based on ambient illumination level) and fixing accessories (Each set)	60			
2	Installation Charges for installing and commissioning of both Aviation Lamp and lightning arrestor with GI Strip(per site)	30			
3	Installation Charges for installing and commissioning of Aviation Lamp (per site)	30			
4	Installation Charges for installing and commissioning of Lightning Arrestor with GI strip (per site)	42			
5	Lighting arrestor with copper Spike Head, 1Mtr*25MM Copper Hollow Pipe, insulation plate, Base Plate with fitting accessories) (Each set)	72			
6	GI Strip (25mm X 3mm) for connecting Lightning arrestor with tower earth at ground. (per kg)	720			
7	32 mm dia PVC/plastic conduit (per meter)	2880			
TOTAL					

Total Amount (In Words) :

Note:-

- Rates quoted shall be inclusive of all taxes **including GST** as applicable.
- In case of any discrepancy in the amount written in words or numerals, the rate in words shall prevail.
- Material required for the above work of towers shall be supplied by the contractor at his own cost. No separate charges for the material shall be paid by the BSNL. Material supplied shall be of world class make/standards and shall bear warranty of minimum four year.
- Proposed composite evaluation of L-1 bidder is on rates quoted & comparing with estimated cost defined in NIT.

This is to certify that I/we have read and understood all the terms and conditions of the tender and these are acceptable to me/us in full. **If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.**

We agree to abide by this Bid for a period of **180 days** from the date of opening of financial 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)



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

GENERAL MANAGER BUSINESS AREA BILASPUR

NIT No: GEM/GMTDBSP/23-24/705 Dated: 28/10/2023

STANDARD SCHEDULE OF RATES FOR TENDERED WORKS

Particulars	BASE PRICE PER UNIT/SET (Without GST)	Unit
Supply of solar panel powered with Lithium-ion rechargeable Battery aviation lamp with auto switch (ICAO Type-A -LED type aviation lamp with automatic on/off based on ambient illumination level) and fixing accessories (Each set)	6500	Per Set
Installation Charges for installing and commissioning of both Aviation Lamp and lightning arrestor with GI Strip(per site)	4000	Per Site
Installation Charges for installing and commissioning of Aviation Lamp (per site)	2000	Per Site
Installation Charges for installing and commissioning of Lightning Arrestor with GI strip (per site)	3000	Per Site
Lighting arrestor with copper Spike Head, 1Mtr*25MM Copper Hollow Pipe, insulation plate, Base Plate with fitting accessories) (Each set)	3000	Per Set
GI Strip(25mm X 3mm) for Lightning arrestor(per KG).	75	Per Kg
32 mm dia PVC/plastic conduit(per meter)	15	Per Meter

Note: kindly refer to the scope and specification of works and warranty to be covered detail mentioned in section-VIII

SECTION –XV

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 GM BA BSNL BILASPUR , (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 besides 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, in last 7 year(my submitted experience certificate years as per experience clause 8 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 GM BA BILASPUR/ 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)

ANNEXURE-1

CHECK LIST FOR THE BIDDERS

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

Documents forming part of the bid: -

Sl. No.	DOCUMENTS	Submitted / Not Submitted (If Not Applicable, reason in brief)	Attached page number
1	1. Bid Security/Tender documents cost in accordance to clause of Section I .		
2	2. Bid form duly filled in as per Section-III and Bidders profile as per Section-IV of tender document should be uploaded online separately.		
3	3. Certificates of incorporation /copy of Registration of firm /copy of valid Shop Act license, whichever is applicable.		
4	4. Copy of Partnership deed of partnership Firm or Copy of Memorandum & Articles of Association of company.		
5	5. Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work (mentioning the NIT no.) in non judicial stamp paper and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.		
6	6. Near Relative 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(Firm Partner/All Director including himself/herself) of his/her near relative is employed in BSNL format Section X separately.		
7	7. Experience Certificate as mentioned in Clause of Section-I (NIT) .		
8	8. Intending bidders should have nationalized/scheduled bank Solvency Certificate from the nationalized/scheduled bank of the bidder for 40% of the estimated tender cost has to be submitted. The Solvency Certificate should not be older than one year from the date of issue of this Tender (DNIT).		
9	9. Copy of PAN No (in case of Sole Proprietorship, PAN No of proprietor required , In case of Partnership firm/company, PAN No of firm /company is required)		
10	10. Income-tax Return filed copy (A.Y.2020-21,2021-22 & 2022-23)		
11	11. Copy of ESI registration Certificate or Workmen compensation insurance policy.		
12	12. Copy of EPF registration Certificate.		
13	13. Valid GST Registration Certificate (PAN Based).		
14	14. A self-declaration along with the evidence that the bidder(s) is not black listed by GST authorities,Documentary proof of GST registration.		

15	15. AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER'S / DIRECTORS DULY NOTARISED/AFFIDAVIT IN NON-JUDICIAL STAMP PAPER/e-STAMP PAPER WORTH Rs.100.00 OR MORE as per format Section XV (Dully Self attested and Notarized). This should be submitted in original with offline technical envelope.		
16	16. Tender Documents uploaded online through E-tender portal: (https://www.gem.gov.in) without any corrections and overwriting in original (Signed Copy).Tender is liable to be rejected if Filled Tender Documents not submitted accordingly.		
17	17. Attested copy of Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn Over during the last 3 years ending 31st March of the previous financial year(2022) should be at-least 30% of estimates cost.		
18	18. Valid MSE/UDYAM Certificate, if applicable. (Attested by Gazetted /Notary)		
19	19. List of employed skilled technical personnel and/or Undertaking from Bidder regarding employment of skilled technical personnel.		
20	20. Undertaking with respect as that the Bidder is NOT a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India).		
21	21. Bidder(s) should have office in the state of Chhattisgarh or he will submit an undertaking that he will establish his office in Chhattisgarh at the time of execution of agreement. Valid proof of office address is to be submitted.		
22	22. The Bidder must not be black-listed by any Central/ State Governments/ PSUs/BSNL in India at the time of submission of bid. An undertaking must be submitted in this regard as per section X .		
23	23. Undertaking regarding payment insulation is to be filled & signed specifically as per Section VI .		
24	24. Undertaking and Declaration as per Section X .		
25	25. Registration of Labour identification Number (LIN).		
26	26. Copy of Labour License as a proof of Registration with Central/ State Labour Commission (under Contract Labour Act1970) for submitted work experience and An undertaking regarding new labour licence will be submitted by bidder before award of work.		

For and on behalf of M/s..... (Insert Name of Bidding Company)

.....

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

Date:.....

