



Bharat Sanchar Nigam Ltd.

(Govt. of India Enterprise)

Office of the General Manager KOTA Business Area

Admin Building, Near E.S.I. Hospital, Jhalawar Road, Vigyan Nagar, Kota - 324005

E-TENDER DOCUMENT

INSTALLATION OF BTY SETS IN Kota BA

Tender No.T-361/E-TENDER/GMBA/KOTA/BTY-Installation/Kota BA/2023-24/ Date 25.05.2023

Tender cost (Non refundable) Rs. 590/-

TIME of sale of tender form	-	05.08.2023 09:00 Hrs.
Last date of BID SUBMISSION	-	18.08.2023 15:00 Hrs.
BID OPENING	-	19.08.2023 15:00 Hrs.

Form No.

CR NO. Dated.....

Name of the Tenderer

AGM (MM/IT/Store)
O/o General Manager Kota BA

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NOTICE INVITING TENDER

Tender No. T-361/E-TENDER/GMBA/KOTA/BTY-Installation/Kota BA/2023-24/ Date
25.05.2023

On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, WAX/PVC Tape sealed tenders are invited by the GM Kota BA for Installation, Loading, Unloading and dismantling of Battery Sets in Kota BA for One year, which may be extended for one year, as per the details below:

Name of work: Installation, Loading, Unloading and dismantling of Battery Sets in Kota BA(Kota, Bundi & Jhalawar OA)

1. Period of Contract : **One Year from the date of agreement**

2. Area of Contract:

S. NO	AREA	Name Of Work	Estimated Cost in Rs.	EMD in Rs.	Last Date & Time for submission of BID	Date & Time of Bid opening	TENDER COST
1.	Kota BA	Installation, Loading, Unloading and dismantling of VRLA Bty Sets of various capacity at BTS/ Exch Sites in Kota BA	585000/-*	14625/-	18.08.2023. Up to 15.00 Hrs	19.08.2023 At to 15.00 Hrs	Rs. 590-

***Estimated Cost of work is for One Year only. For extended period, the estimated cost shall increase/decrease proportionally in accordance with increase/decrease of no. of Battery Sets.**

- The tender is invited through the e-tender portal (<http://www.etenders.gov.in/eprocure/app>). Kindly refer Section-IV of Tender document for further instructions on e-tendering. Prospective bidders should get their registration done well in time on the e-tender portal and obtain the Digital Signature Certificate (DSC) from authorized CA, which is essential for participating in the tendering process. This link can also be visited using BSNL website (by clicking the link for e-tendering on the home page).
- Tender will not be accepted/received on the e-tendering portal after due date and time. The officer in charge BSNL reserves the right to reject any or all tenders without assigning any reason whatsoever.
- As the tender is invited through e-tendering process, physical copy of the tender document would not be available for sale. The bidder needs to download the tender document using the link as mentioned above.
- All the documents in Qualifying Bid –Part-A and Financial bid-Part B are to be

uploaded in the respective electronic envelopes/parts on e-tender portal including proof of deposit of cost towards e-payment (RTGS/NEFT)/DD/Banker's Cheque/ towards cost of tender and e-payment (RTGS/NEFT)/DD/Banker's Cheque/BG towards EMD.

7. The bidders are required to submit the tender fee (if applicable) by the bidder preferably through online payment mode as per the Bank/Beneficiary Details provided in the NIT/Tender Enquiry document. In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate /Udyam Registration certificate, broadly covering the tendered equipment/services, for claiming exemption of Tender Fee shall be required to be submitted.

However, scanned copies of the following documents (which ever applicable):

- I. Bank Transaction details with UTR Number towards the successful e payment for Tender Fee
- II. DD/ Banker Cheque or Bank Guarantee (if opted for EMD)
- III. Valid MSE Certificate /Udyam Registration certificate(for Micro & Small Enterprise claiming exemptions from Tender Fee/ EMD) are to be mandatorily uploaded by the bidder in their online Technical bid part (1st electronic Envelope i.e. Technical Envelope) on e-tender portal failing which the tender bid shall be archived unopened / rejected on e-tender portal at bid opening stage. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- IV. **Bank details for online payment for tender fees/EMD**
Customer Name (Account holder name): AO CASH BSNL,Kota
Account number: 687701010050063
IFS code: UBIN0568775
Name of the Bank: Union Bank of India
Address of the Bank: Rajeev Gandhi Nagar, Kota

Note- Physical copy of the tender document would not be available for sale.

8. The tender document can also be downloaded from our website www.rajasthan.bsnl.co.in. Please click "tender watch" on the home page & then click "Kota SSA" to see the details.
9. In case form is downloaded from website and it is found, at any stage, that the bid document has been manipulated or altered than the bid will be cancelled and the EMD will be forfeited without any further correspondence.
10. BSNL, GM Kota BA reserves the right to cancel any/all Bids without assigning any reason. Conditional Bids shall not be accepted.
11. Fee for Bid Documents is neither transferable nor refundable.
12. The quantum of work mentioned in the NIT is approximate and may be increased or decreased up to 25% of the quantity.
13. **Eligibility Criteria**
 - (a) The Company / Firm bidding for this tender shall be a registered firm in India and should have been in existence for at least 3 years at the time of submission of the bid with valid GST registration.
 - (b) The agency should not have defaulted/black listed in any of the earlier BSNL tenders. Also and agency will be disqualified if it is run by the same person, who was involved with another agency which has defaulted/black listed or not executed the works in earlier BSNL.(Declaration in Annexure 'G')
 - (c) For GST purpose, registration with GSTIN is required to be submitted along with the bid. In case firm is not registered with GST, undertaking is to be given by such firms stating that the firm will deposit such certificate before submitting first bill. In the absence of such registration, no payment will be made.
 - (d) The Bidder must have minimum annual turnover of 35% of annual estimated cost of tender, during the financial years 2022-23. If 2022-23 financial statement is not available than bidder can provide FY 2021-22 annual statement.
 - (e) **Work Experience:-**

The Experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which application are invited should be either of the following:-

a. Three similar completed work costing not less than the amount equal to 40% of the estimated cost.

OR

b. Two similar completed work costing not less than the amount equal to 50% of the estimated cost.

OR

c. One similar completed work costing not less than the amount equal to 80% of the estimated cost

- f) The definition of similar work in BSNL/MTNL/DOT /Govt. PSU/Government department / Central Govt /state Govt.
- g) The experience certificate must be issued by the officer not below the rank of Divisional Engineer or equivalent or tender approving authority in case of BSNL/MTNL/DOT/PSU/ Central Govt /state Govt.

Important Points for Bidders:-

1. Conditional bids will not be accepted.
2. Bids will not be accepted by POST.
3. Bids should be apply on etender portal. Offline bid will be not accepted.
4. GM BA is empowered to reject any bid without assigning any reason.
5. Validity of approved rates will be One year from the date of agreement.
6. Detailed terms and conditions are given in the tender document.
7. During the entire evaluation process if it is observed that the downloaded document is not exactly as per the original tender document and/or it is tampered/change/alterd/modified in any way the submitted bid will be rejected.

AGM (MM/IT/Store)
O/o General Manager Kota BA

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF THE CONTRACT**1. DEFINITIONS**

- (a) **"The BSNL"** means the Bharat Sanchar Nigam Limited (GM Kota BA).
- (b) **"The Bidder"** means the individual or firm/Agency/SBO that participates in the tender and submits bid.
- (c) **"The Contractor"** means the individual or firm/Agency/SBO providing services under the contract.
- (d) **"The Work Order"** means the order placed by the BSNL on the Contractor signed by the BSNL including all attachments and appendices thereto and all documents incorporated by reference therein. The Work order shall be deemed as "Contract" appearing in the document.
- (e) **"The Contract Price"** means the price payable to the Contractor under the work order for the full and proper performance of its contractual obligations.

2. GENERAL CONDITIONS OF THE TENDER**EMD (BID SECURITY)**

- (a) **EMD:** EMD should be in the form of bank draft in favor of A.O. (Cash) O/o GMTD, BSNL Kota issued by any scheduled Bank payable at Kota or original cash receipt issued by the Accounts Officer (Cash), BSNL O/o GMTD Kota. The tenders not having prescribed earnest money will not be considered and shall be summarily rejected.
- (b) **EMD REFUND: "EMD of Unsuccessful bidder will be refunded promptly after opening financial bid."**
- (c) The EMD of successful Bidder may be adjusted towards security deposit for the due fulfillments of the contract agreement.
- (d) **The bidder shall furnish, as part of his bid, a bid security for an amount as mentioned in the NIT in section-I.** The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit as per BSNL rule.

(e) CONCESSIONS TO SSI UNITS

The guidelines issued by NSIC regarding concessions for Small Scale Industrial Units registered with NSIC under single point registration scheme were considered by the BSNL (Corporate Office) and it has been decided that these units may be allowed the following concessions.

(i) Supply of Tender Documents:

The tender documents may be issued to eligible bidders free of cost. Before issue of such documents free, the bidder should be asked to submit details of their registration with NSIC for the tendered item along with their approved 'Monitory limit'. Their eligibility as per the terms and conditions of the tender in question should also be examined, and if they meet the conditions stipulated, they may be issued the documents free. If the value of procurement is more than their monitory limit, they are not entitled to free tender document.

(ii) Exemption from payment of Bid Security deposit:(EMD)

The SSI units registered with NSIC may be given exemption from payment of Bid Security to the extent of their approved 'monitory limit' or Rs. 50 (Fifty) lakh whichever is lower.

- The unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.
- A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.
- The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of its presentation.

Submission of tender:-

The tenderer can apply through e-tender portal as details given in Section-IV.

Document required to apply online is as follow:-

- i. **Eligibility Certificates (as described in the bid)**
- ii. **EMD furnished in accordance with that specified in the relevant clause.**

- iii. **The issued original bid document (excluding section-IV i.e. Price Schedule), signed on each page by the authorized signatory of the bidder and Annexure-A to J duly filled.**
- iv. **Self Attested copies of bidder's partnership deed/proprietorship deed/MOA/Firm Registration Documents, as applicable.**
- v. **Self Attested copy of PAN/TAN card of the bidder.**
- vi. **Power of Attorney/Authority Letter to sign the Tender Document.**
- vii. **Certificate (s) required in compliance to clause 2.15 of section-II of this document (non-participation of near relatives of BSNL employees in the tender).**
- viii. **Latest and valid NSIC Certificate duly certified by NSIC (if applicable).**
- ix. **Attested copy of registration certificate of GST department. The successful bidders have to submit attested copy of GST at the time of agreement, if applicable.**
- x. **Any other document required as per tender conditions.**

The 2nd envelope (Financial envelop) , should be apply in excel format. As provided in BOQ of bid.

The bid must remain valid for One Year after the date of bid opening. A bid valid for shorter period shall be summarily rejected.

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

CLARIFICATION ON POWER OF ATTORNEY

- (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 attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (ii) The power of attorney should be issued by a person who has been authorized by the board to do business or transactions on behalf of the firm, institution/company the other person is not authorized to execute the power of attorney.
- (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.
- (iv) The power of attorney should be on a non judicial stamp paper of Rs 50/- in case same has been executed between blood relation and in other cases it should be on a non judicial stamp paper of Rs 500/- and should be attested by the Notary public or the same should be registered before the sub registrar.
- (V) Delegation of power of attorney, to some other persons is totally prohibited and not permissible in the eye of law.

CLARIFICATION OF BID DOCUMENTS

- (a) A prospective bidder, requiring any clarification on the Bid Documents shall notify the BSNL in writing or by FAX at the BSNLs mailing address indicated in the invitation of Bid. The BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives **not later than 7 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the BSNL shall be sent to all the prospective bidders who have received the bid documents.
- (b) Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

AMENDMENT OF BID DOCUMENTS

- (a) At any time, prior to the date of submission of Bids, the BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- (b) The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the BSNL and these amendments will be binding on them.
- (c) In order to afford prospective bidders a reasonable time to take the amendment into account in preparing

their bids, the BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

BID PRICES

- (a) The bidder shall give the total composite price inclusive of all Levies & Taxes but excluding GST which will be paid extra as applicable. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the BSNL.
- (b) The price quoted by the bidder shall remain fixed during the entire period of contract and shall not subject to variation on any account. A bid submitted with an adjustable basic price quotation will be treated as non - responsive and rejected.
- (c) GST will be paid extra by BSNL if applicable.

SUBMISSION OF BIDS

Bid will be submitted through e-tender portal as mentioned in Section I and Section IV.

LATE BIDS

Any bid received by the BSNL after the deadline for submission of bids prescribed by the BSNL pursuant to clause 2.11, **shall be rejected and returned unopened to the bidder.**

MODIFICATION AND WITHDRAWAL OF BIDS

- a. The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the BSNL prior to the deadline prescribed for submission of bids.
- b. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post **not later than the deadline for submission of bids.**
- c. No bid shall be modified subsequent to the deadline for submission of bids.

PARTICIPATION OF NEAR RELATIVES OF THE B.S.N.L. EMPLOYEES IN THE TENDER

It has been decided that the near relatives of all B.S.N.L. Employees either directly recruited or on deputation are prohibited from participation in tenders for execution of works in the different units of BSNL. The detailed guidelines in this regard are given in the following paragraphs.

- i) The near relatives for this purpose are defined as:
 - a) Members of a Hindu Undivided Family.
 - b) Husband and wife.
 - c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s) & daughter husband (son-in-law), brother(s) & Brother's wife, Sister(s) & Sister's husband (Brother-in-law).
- ii) As per Government of India's CCS Conduct rule 4 no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all B.S.N.L. employees and in view of this as soon as any BSNL employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non-executive employees this authority is SSA Head/Circle Head/Chief Engineer/Chief Archt./ Corporate office under whom he is posted. For executive employees (at present some of them are called as Gazetted Officers) the prescribed authority for this purpose is Circle Head Chief Engineer/Chief Archt./ Corporate office under whom he is posted.
- iii) The Company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/Circle/Chief

Engineer/Chief Archt./Corporate office for executive employees (including those called as Gazetted Officers at present). Therefore, it has been decided by the competent authority that a clause must be added in the tender and other related documents that the tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/work. 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. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed and BSNL will, not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

3. DETAILED TERMS AND CONDITIONS OF THE TENDER:

OPENING & TECHNICAL EVALUATION OF BIDS

- (a) The BSNL shall open the eligibility bids in the presence of bidders or their authorized representatives who chose to attend, at 15.30 Hrs on due date. The bidders' representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (**Format given in Annexure-D**).
- (b) Venue of Bid opening shall be:
**AGM (MM/IT/Store),
O/o, GM Kota BA, BSNL
New Admin Building, Jhalawar Road, Kota**
- (c) A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- (d) The bidder's names, details of enclosures, modifications, bid withdrawals and such other details as the BSNL, at its discretion, may consider appropriate will be announced at the time of opening.
- (e) Eligibility bids only shall be opened on the day of bid opening and the price bids of the "eligible bidders (whose bids are substantially responsive) only" shall be opened afterwards under intimation to the eligible bidders.
- (f) BSNL shall evaluate the Eligibility Bids to determine whether they are complete and whether the documents have been properly signed and whether the bids are generally in order.
- (g) Prior to the detailed evaluation pursuant to clause 3.2, the BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- (h) 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. Price Bid of the substantially non-responsive bid shall not be opened.
- (i) The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

DETAILED EVALUATION OF PRICE BIDS

- (a) The BSNL shall open the Price Bids and evaluate in detail and compare in respective of the bids previously determined to be substantially responsive pursuant to clause 3.1.
- (b) The evaluation and comparison of substantially responsive bids shall be done on the price of the services offered inclusive of Levies & Taxes as indicated in the Price Schedule in Section IV of the Bid Document.
- (c) Price evaluation shall be done on the basis of total price (inclusive of all taxes/levies) of the services tendered for.
- (d) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the BSNL. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be

rejected.

CONTACTING THE BSNL

- (a) Subject to Clause 2.8, no bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- (b) Any effort by a bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

PLACEMENT OF ORDER

The BSNL shall consider placement of orders for the work only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. **The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.**

BSNL RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The BSNL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of BSNL's action.

ISSUE OF ADVANCE WORK ORDER

- (a) The issue of an Advance Work Order shall constitute the intention of the BSNL to enter into contract with the bidder.
- (b) The bidder shall within 15 days of issue of the advance work order, give his acceptance along with performance security in conformity with **Annexure 'C'** provided with the bid document.

SIGNING OF CONTRACT

- a) The issue of Work Order shall constitute the award of contract on the bidder.
- b) Upon the successful bidder furnishing performance security pursuant to clause 3.13, the BSNL shall discharge the bid security in pursuant to clause 2.1.

ANNULMENT OF AWARD

- (a) Failure of the successful bidder to comply with the requirement of clause 3.6 & 3.7 shall constitute sufficient ground for the annulment of the award & the forfeiture of the bid security in which event the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.
- (b) BSNL reserves the right to disqualify the contractor for a suitable period who habitually failed to complete the awarded work in time.
- (c) BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

PRICES

- (a) Prices charged by the contractor for services performed under the contract shall not be higher than the prices quoted by the contractor in his Bid.
- (b) In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the BSNL reserves the right to ask for reduction in the prices.
- (c) Prices once fixed will remain valid during the contract period. However, increase and decrease of taxes and other statutory duties during the contract period will be governed as per policy of BSNL and law of land.

CHANGES IN WORK ORDERS

- (a) The BSNL may, at any time, by a written order given to the contractor, make changes within the general scope of the contract.
- (b) There will not be any change in cost of the work to be paid to the contractor on account of above changes.

SUBCONTRACTS: The Contractor shall not employ any sub-contractor for the work awarded under this tender.

FORFEITURE OF EMD:

- (a) In case the successful bidder fails to deposit performance security or fails to submit the required documents at the time of agreement or does not turn up for agreement in stipulated time, the EMD of the bidder shall be forfeited and the tender approval shall be cancelled.
- (b) If the bidder withdraws his bid during the period of bid validity specified by the bidder (i.e **180 days**) in the Bid form or In the case of successful bidder, if the bidder fails: (i) To sign the contract.
- (ii) To furnish performance security.

PERFORMANCE SECURITY

- (i) The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.
- (ii) The successful tenderer shall deposit within 15 (Fifteen) days of receipt of intimation of acceptance of this tender, security of 10 % of the value of tender awarded, in cash or DD or Bank Guarantee for a period of one and half year in favor of Accounts Officer (Cash) BSNL Kota. **The Earnest Money of the successful contractor may be converted as part of security deposit.**
- (iii) In case successful tenderer fails to deposit security with in stipulated time or withdraws his tender or fails to commence the work within 15 days from the approval, the security will be forfeited by the BSNL.
- (iv) **Security Deposit refund:** The security will be valid for a period of 18 months. It will be released without interest after three months of expiry of contract, satisfactory completion of work & all transactions. No interest shall be paid by **GM BA, BSNL** on this amount.
- (v) Failure to pay security deposit within 15 (Fifteen) days will result in forfeiture of EMD unilaterally without any further correspondence.
- (vi) In the event of any breach of any terms and conditions or delay or default, the contract will be terminated and the performance security will be forfeited by the BSNL.

BIDDING PROCESS & ITS EVALUATION:

- (i) **There will be two stage biddings.** Technical bids shall be opened first and bidders who are found eligible in technical bid evaluation shall be considered for opening of their financial bids. It may not be necessary that financial bid is opened on the same date. The date and time for opening of financial bid (if opened on a different date) shall be communicated to all those bidders who are found eligible in technical bid evaluation.
- (ii) Selection of the bidder shall be done based on their price ranking arrived in financial evaluation of the bid.

AWARD OF WORK

- (i) Work shall be awarded to successful bidder after signing of agreement and depositing of performance security amount, as indicated in LOI. The award of work shall be done broadly as per details below,

PRELIMINARY EVALUATION

- (i) BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- (ii) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the BSNL. If there is a 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.**
- (iii) **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.**
- (iv) The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation.
- (v) Conditional tenders in modification to the terms and conditions given in this document are liable to be rejected.

EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BID:

- (i) BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive

pursuant to clause 3.16 – (iv) of Section-II

- (ii) The evaluation and comparison of responsive bids shall be done based on their price ranking arrived in financial evaluation of the bid. Lowest one will be offered the contract.

Evaluation Criteria / Selection of Contractor:

The tender will be evaluated on overall L1 basis.

4. CONTRACT

Validity of the approved rates under the contract shall be up to one year from the date of agreement. However BSNL reserves the right to terminate the contract after giving a notice of one month in advance without assigning any reason.

Work order may be placed in phases or in lump.

If the contractor fails to comply with the terms and conditions of the agreement, BSNL may terminate the agreement upon 30 days written notice to the contractor, specifying any such breach.

The quantum of work and estimated cost mentioned in the NIT may be increased or decreased up to 25% of the quantity.

5. Liquidated Damages & Penalties

The penalty shall be imposed for poor performance of Work. The Contractor should complete the work within the time limit mentioned in WO. A penalty @ Rs.100/- per day per Set will be levied for delayed work.

Total penalty should not exceed 10% of total billed amount during the month.

BSNL reserves the right to black list a bidder for a suitable period in case he/she fails to honor his/her bid without sufficient grounds.

In case of non-completing the work mentioned in WO in stipulated time, the same will be got done from any other agency on risk and cost of the vendor.

6 PAYMENT TERMS

Contractor will submit monthly bill in duplicate according to the no. of Battery Sets installed. The Bills will be submitted in duplicate duly verified by the unit concerned.

The GST paid by BSNL shall be deposited to the GST department (central excise) by Contractor and proof of deposit is to be submitted to BSNL authorities for CENVAT benefit purpose. The proof of deposit of GST should be submitted to BSNL with the bill of next month.

Tax deduction at source (TDS) will be applied while making payment to Contractor as per rules.

The BSNL shall have no liability or obligation for any State or Local Govt. Levies / Taxes for providing services by CONTRACTOR under this agreement.

The bill for installation of BTY-SET will be submitted to SDE (concerned) on monthly basis.

The SDE (concerned) will check the bill and verify as per Tender documents and submit for payment duly countersigned by the DE (Concerned).

GST, if applicable shall be paid extra.

7. Duration of Agreement and its extension

The term of the agreement shall remain 1 year from the date of signing of the agreement unless revoked earlier for whatever reasons.

8. Modifications in the Terms and Conditions of Agreement

The terms and conditions of the Agreement shall be subject to modification by mutual agreement based upon the request of either party. In case of no agreement being reached in such cases, BSNL reserves the right to terminate the agreement as per the relevant provisions of the contract.

9. Restrictions on 'Transfer of agreement'

The successful contractor shall not assign or transfer its right in any manner whatsoever under this agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no sub-contracting/

partnership/ third party interest shall be created.

10. Suspension, Revocation or Termination of agreement

- (a) BSNL reserves the right to terminate the agreement at any time during the period of its execution, by giving a notice of at least one month in advance. The effective date of surrender of agreement will be one month counted from the date of receipt of such notice by the Contractor.
- (b) Further, BSNL reserves the right to suspend the operation of the contract, at any time, due to change in its own license conditions or upon directions from the competent authorities. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no charges for use of the facility of the contractor shall be payable by BSNL.
- (c) BSNL may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to the contractor at its registered office, terminate this agreement under any of the following circumstances:
 - 1. The Contractor failing to perform any obligation(s) under the agreement;
 - 2. The Vender failing to rectify, within the time prescribed, any defect as prescribed in the contract.
 - 3. The Vender Limited going into liquidation or ordered to be wound up by competent authority.
 - 4. If the performance of the vender is not found satisfactory.
- (d) If the vender is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to BSNL in writing. In that case, the written notice period can be modified by BSNL as deemed fit under the circumstances. BSNL may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as it feels fit under the circumstances.
- (e) Breach of non-fulfillment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate, BSNL may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the contractor or not. The Contractor shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

11. Actions pursuant to Termination of Agreement

Notwithstanding any other rights and remedies provided elsewhere in the agreement, upon termination of this agreement:

- (i) Neither Party shall represent the Other Party in any of its dealings.
- (ii) Neither Party shall intentionally nor otherwise commit any act(s) as would keep a third party to believe that the other Party is still the former Party's service provider, as the case may be.
- (iii) Each party shall stop using the other Party's name, trademark, etc., in any audio or visual form.
- (iv) The expiration or termination of the Agreement for any reason whatsoever shall not effect any obligation of either Party having accrued under the Agreement prior to the expiration or termination of the Agreement such expiration or termination shall be without prejudice to any liabilities of either Party to the other Party existing at the date of expiration or termination of the Agreement.

12. Confidentiality of information

Subject to conditions contained in this Agreement, the Contractor shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:

13. TERMINATION FOR DEFAULT

The GM Kota BA may, without prejudice to any other remedy for breach of contract, by written notice of default. Sent to the Contractor, terminate this contract in whole or in part, If the Contractor fails to provide services as per terms & conditions specified in the contract, or any extension thereof granted by the Kota BA. If the Contractor fails to perform any other obligation (s) under the contract.

14. TERMINATION FOR INSOLVENCY

The BSNL may at any time terminate the contract by giving written notice to the contractor without any compensation to the him, if the Contractor becomes bankrupt otherwise insolvent as declared by the

competent court provided that such termination will not periodic or affect any right of action of remedy which as accrued or will secure thereafter on the department.

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

The GM Kota BA 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.

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.

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.

SECTION - III
SPECIAL CONDITIONS OF THE CONTRACT SCOPE OF WORK

1. The vender shall install Battery Sets at the location mentioned in the work order under supervision of JTO/SDE concerned. Old battery Sets available at installation location shall be dismantled by the vender as per instruction of the concerned site In-charge. Loading & unloading of old and new batteries sets as per requirement + shifting of battery sets form stored location at Exchange/BTS site to installation location.
2. Required tools and equipments will be managed by the vender.
3. Batteries of various sizes shall be mounted as per installation procedure.
4. Location of Battery Sets installation may be on ground floor/first floor/second floor or above /Rooftop. For installation at sites except ground floor, extra payment shall be decided as per situation by the in charge of work and will be limited up to max. 10% of original cost.
6. The contractor shall be fully responsible for the employment or payment of wages to its employees and Shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. Whether Central, State, Local or Municipal relating to such employment, payment of wages etc and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying BSNL in this regard.
6. It is specifically agreed by the Contractor that it shall, at no point of time, use the BSNL name, logo, space and services under this agreement for any other services than the mentioned services in annexure, unless agreed between the parties in writing.

7. Tentative site location where battery set to be installed

S. No	BA_Name	SSA_Name	Entity Name	BTY(AH)
1	KOTA	Bundi TD	GAYTRI NAGAR BTS	200
2	KOTA	Bundi TD	LAKHERI-1BTS[LAK001]	400
3	KOTA	Bundi TD	BABAI BTS	400
4	KOTA	Bundi TD	GOTHTA TE	600
5	KOTA	Bundi TD	ALOD TE	600
6	KOTA	Bundi TD	PENCH KI BAWARI EX	600
7	KOTA	Bundi TD	DHOWADA	600
8	KOTA	Bundi TD	HINDOLI RSU TE	1000
9	KOTA	Bundi TD	LAKHRI TE	1000
10	KOTA	Bundi TD	DABI EX	1000
11	KOTA	Bundi TD	KARWAR EX	1000
12	KOTA	Bundi TD	SAMIDHI BTS	1000
13	KOTA	Bundi TD	JARKHODA BTS	1500
14	KOTA	Bundi TD	RANIPURA BTS	1500
15	KOTA	Jhalawar TD	Hemra	200
16	KOTA	Jhalawar TD	Bhalta	400
17	KOTA	Jhalawar TD	Churelia	400
18	KOTA	Jhalawar TD	Khanpur	1000
19	KOTA	Jhalawar TD	HOUSING BOARD SHUBHAM CITY JHALAWAR	1000
20	KOTA	Jhalawar TD	Sunel	1000
21	KOTA	Jhalawar TD	Chomehla	1000
22	KOTA	Jhalawar TD	Gangdhar	1000
23	KOTA	Jhalawar TD	AKLERA	1500
24	KOTA	Jhalawar TD	Manoharthana	1500
25	KOTA	Jhalawar TD	Jhalrapatan	1500

26	KOTA	Kota TD	Khair Road	200
27	KOTA	Kota TD	Vasant vihar	200
28	KOTA	Kota TD	MALIPARA	200
29	KOTA	Kota TD	Mahaveer Ng.Ext.	200
30	KOTA	Kota TD	Nayagaon	200
31	KOTA	Kota TD	Ek Minar Mazid Chawani	200
32	KOTA	Kota TD	Gumman Pura	200
33	KOTA	Kota TD	KAITHOON	400
34	KOTA	Kota TD	SUBHASH NAGAR	400
35	KOTA	Kota TD	Morak village	400
36	KOTA	Kota TD	Jawada	400
37	KOTA	Kota TD	Relawan	400
38	KOTA	Kota TD	Danta	400
39	KOTA	Kota TD	SAMRANIYA	400
40	KOTA	Kota TD	ArandKhera	400
41	KOTA	Kota TD	KISHANGANJ	600
42	KOTA	Kota TD	ANTA	600
43	KOTA	Kota TD	PIPALADA	1000
44	KOTA	Kota TD	KHATOLI	1000
45	KOTA	Kota TD	KUNADI	1000
46	KOTA	Kota TD	BAJRANG NAGAR	1000
47	KOTA	Kota TD	Julmi	1000
48	KOTA	Kota TD	Tather	1000
49	KOTA	Kota TD	Borabas	1000
50	KOTA	Kota TD	Borav	1000
51	KOTA	Kota TD	Dara HW	1000
52	KOTA	Kota TD	SANGOD	1000
53	KOTA	Kota TD	MBM BARAN	1500
54	KOTA	Kota TD	Shahnawada (USO)	1500
55	KOTA	Bundi TD	SMANDI-2BTS[SGM002]	400
56	KOTA	Bundi TD	RETHODA BTS	1000
57	KOTA	Jhalawar TD	TE Jawar	600
58	KOTA	Jhalawar TD	Asnawar	1000
59	KOTA	Jhalawar TD	TE Harigarh	1000
60	KOTA	Jhalawar TD	Bhawanimandi	2000
61	KOTA	Kota TD	Collectrate, Baran	200
62	KOTA	Kota TD	Sanjay Nagar	200
63	KOTA	Kota TD	Chawani MKT	200
64	KOTA	Kota TD	Patan pole	200
65	KOTA	Kota TD	Mothpur	600
66	KOTA	Kota TD	KELWARA	600
67	KOTA	Kota TD	SHAHBAD	600
68	KOTA	Kota TD	Housing Board Cly	1000
69	KOTA	Kota TD	Bamla	1000
70	KOTA	Kota TD	RAMGANJMANDI	1500
71	KOTA	Kota TD	MANDWARA	1500
72	KOTA	Kota TD	MAIN TE NAYAPURA KOTA	2000
73	KOTA	Bundi TD	BAMANGAON BTS	400
74	KOTA	Bundi TD	K.PATAN SUGAR MILL BTS	200
75	KOTA	Jhalawar TD	harnagar	400

76	KOTA	Kota TD	Gaddi adda	200
77	KOTA	Bundi TD	MOCHI BAZAR BTS	200
78	KOTA	Bundi TD	GURUNANAK COLONY BTS	600
79	KOTA	Bundi TD	DEVPURA BTS	200
80	KOTA	Bundi TD	SAGODA BTS	400
81	KOTA	Bundi TD	NAJEEVAN COLONY BTS	600
82	KOTA	Jhalawar TD	MANGALPURA JHALAWAR	200
83	KOTA	Kota TD	Amapura	200
84	KOTA	Kota TD	Mangrol Road	200
85	KOTA	Kota TD	Chhipabarod bus stand	200
86	KOTA	Kota TD	Kherliganj	200
87	KOTA	Kota TD	SHUBHAM MARRIGE HALL T.C.	400
88	KOTA	Kota TD	Indira Mkt	200
89	KOTA	Kota TD	Jawhar Nagar	200
90	KOTA	Kota TD	Engg. College	200
91	KOTA	Kota TD	Rampura bazaar	200
92	KOTA	Kota TD	Veer sarwarkar ngr	200
93	KOTA	Kota TD	Akashwani colony	200
94	KOTA	Kota TD	Shopping centre	200
95	KOTA	Kota TD	Riddhi Siddhi Nagar	200
96	KOTA	Kota TD	Keshvpura	200
97	KOTA	Kota TD	Sindhi Colony	200
98	KOTA	Kota TD	Deoli arab(43)	200
99	KOTA	Kota TD	Manoj talkies	200
100	KOTA	Kota TD	Vigyan Nagar P&T Colony	200
101	KOTA	Kota TD	Badgaon	200
102	KOTA	Kota TD	Near Swami Vivekanand Nagar	200
103	KOTA	Kota TD	Kishorpura	400
104	KOTA	Kota TD	Aerodrum Circle	200
105	KOTA	Kota TD	Khera Ganesh ji	200
106	KOTA	Kota TD	CIRCUIT HOUSE KOTA	600
107	KOTA	Kota TD	Rajeev Gandhi Nagar	200
108	KOTA	Kota TD	DADABADI	200
109	KOTA	Kota TD	Shivpura	200
110	KOTA	Kota TD	Mahaveer Nagar 2	200
111	KOTA	Kota TD	Kota Junction	200
112	KOTA	Bundi TD	TE Talwas	1500
113	KOTA	Kota TD	Mandawara	1500
114	KOTA	Kota TD	Memra Talab	1000

Note: -

1. These sites location are provisional in nature. This can be changed on approval of GM Kota Business Area.
2. Total number of location can be increase or decrease on approval of GM Kota Business Area.
3. **1000 AH or above battery set will be delivered at installation site location.**

Section-IV
E-tendering Instructions to Bidders

General

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

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

Instructions

1. Tender Bidding Methodology

Sealed Bid System – ‘Single Stage – TWO Envelope’

2. Broad outline of activities from Bidders prospective

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

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

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

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

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

3. Digital Certificates

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

4. Registration

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

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

Pay Annual Registration Fee as applicable.

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

Helpdesk	
Telephone	Tel: 0120-4001 002, 0120-4001 005, 0120-6277 787 <i>[between 10:00 hrs to 17:30 hrs on working days]</i>
Mobile Nos.	<i>All phone nos</i>
E-mail ID	support-eproc(at)nic(dot)in
BSNL Contact person.	
SDE MM , Kota	Sh. B.L. Meena Mob.no. 9413313691, e mail sdemmkota@gmail.com
AGM (MM/IT/Store)	Sh. B.K.Sharma Mob. No. 9413394865.

5. Method for submission of bid documents

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

5.1. Offline submission

The bidder shall submit the following documents offline (**if not uploaded on etender portal**) to AGM (MM/IT/Store) O/o GMTD, BSNL, Kota BA on or before the date & time of submission of bids

specified in NIT, in a Sealed Envelope. The envelope shall bear (tender name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time). (If required)

1. EMD-Bid Security in Original i.e. DD/Banker Cheque/Bank Guarantee /proof of payment if paid through NEFT/RTGS
2. DD/ Bankers cheque against payment of tender fee /proof of payment if paid through NEFT/RTGS .
3. Power of attorney in accordance with clause available in tender.
4. MSE registration certificate if the bidder is claiming concession for Bid cost and Bid security.

5.2 Online submission.

Contents of first Envelope, i.e. Techno Commercial Envelope (Qualifying Bid)
A. Eligibility Certificates (as described in the bid)
B. EMD furnished in accordance with that specified in the relevant clause.
C. The issued original bid document (excluding section-VI i.e. Price Schedule), signed on each page by the authorized signatory of the bidder and Annexure-A to J duly filled.
D. Self Attested copies of bidder's partnership deed/proprietorship deed/MOA/Firm Registration Documents, as applicable.
E. Self Attested copy of PAN/GST certificate of the bidder.
F. Power of Attorney/Authority Letter to sign the Tender Document.
G. No Near relative certificate(Annexure-J)
H. Latest and valid NSIC/MSME Certificate (ifapplicable).
I. Bid form (Annexure-A)
J. Bidder Profile (Annexure-B)
K. Turnover Certificate.

Contents of second envelope i.e. Financial Envelope
Schedule for Quoting the Rates(i.e. Section XX)

Note:

- (a) 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.
- (b) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

6. Price Schedule /Schedule of Quoting Rates

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

1. Down load Price Schedule / Schedule of Quoting Rates.
2. Fill rates in down loaded Price Schedule / Schedule of Quoting Rates

3. Save filled copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

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

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

Important

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

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

1. Bidder should do the registration in the tender site www.etenders.gov.in/eprocure/app name using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority (NICCA)/MTNL/SIFY/TCS / nCode/eMudhra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can upload well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
11. The **Tender Approving Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
12. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
13. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
14. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission

& not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

15. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
16. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time **(as per Server System Clock)**.
17. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**

For any other queries, the bidders are asked to contact through

Mail : email id of the e tender portal service provider.....

7. Key Instructions for Bidders

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on E-TENDER PORTAL.
2. Register your organization on E-TENDER PORTAL well in advance of your first tender submission deadline on E- TENDER PORTAL.
3. Get your organization's concerned executives trained on E- TENDER PORTAL using online training module well in advance of your tender submission deadline on E- TENDER PORTAL.
4. Submit your bids well in advance of tender submission deadline on E- TENDER PORTAL. As there could be last minute problems due to internet timeout, breakdown, etc.

(BSNL should not be responsible for any problem arising out of internet connectivity issues).

While the first three instructions mentioned above are especially relevant to first-time users of E- TENDER PORTAL, the fourth instruction is relevant at all times.

a. Minimum Requirements at Bidders end

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

Annexure-A

BID FORM

From:

To,

The General Manager Business Area
, BSNL KOTA

NIT No.: T-361/E-TENDER/GMBA/KOTA/BTY-Installation/Kota BA/2023-24/ Date 25.05.2023

Sub: installation of Battery Sets in Kota BA

With reference to your tender Notice No.:**T-361/E-TENDER/GMBA/KOTA/BTY-Installation/Kota BA/2023-24/ Date 25.05.2023 in Kota BA** Calling for tender on the above subject. I have read & understood the tender document thoroughly & agree to all the terms & conditions. I/We hereby offer my / our bid as per documents submitted & conditions as mentioned in the tender document and the rates specified in the schedule enclosed.

Should this tender be accepted either fully or in parts, I / We hereby agree to abide by and fulfill all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay to the BSNL, Kota or his successors in office, the sum of money mentioned in the said conditions without prejudice. The sum of **Rs. ..-(Inwords rupee .. only)** is deposited by DD. Towards Earnest money and DD receipt No. dated .. Bank Name .. is enclosed. I / We also agree to pay Security Deposit as and when called for within 15 days.

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

Yours faithfully

Place Date

Signature Full
Address

Witness
Name
Address.

INFORMATION ABOUT TENDERER
(TO BE FURNISHED AND RETURNED BY TENDERER)

b. Full name of the firm

(In capital letters) : -----

2. Firm address : -----

3. (A) Telephone No. : Off ----- Res. ----- :-----

(B) Fax No. : -----

IMobile No. : -----

(D) Bank A/C with IFSC Code : -----

4. Is the firm proprietary
/Partnership/Ltd./Pvt. Ltd. : -----

5. Names of Proprietor or
Partners/Directors : -----

6. Brief description of
work carried out by the
firm in last five years
with name of clients,
nature and value of work
done for each.
(Please attach extra
sheet if necessary) : -----

7. Is the firm registered
with any Government/
semi government undertakings
If so furnish details of registration : -----

8. Has the firm been
black listed
by any organization,
if so attach the details
of the same. : -----

9. PAN/TAN NO . : -----

10. GST Reg. No : -----

11. EPF/ESI Registration No : -----

12. E-mail Id :

I hereby certify that the above-mentioned particulars are true and correct

Annexure-C

BID SECURITY FORM

Whereas (hereinafter called “the Bidder”) has submitted its bid dated for vide Tender No.dated KNOW ALL MEN by these presents that WE of having our registered office at (hereinafter called “the Bank”) are bound unto Bharat Sanchar Nigam Limited (hereinafter called “the BSNL”) in the sum of Rs. for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are :

- 1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
- 2. If the Bidder, having been notified of the acceptance of his bid by the BSNL during the period of bid validity
 - (a) **fails or refuses to execute the Contract, if required; or**
 - (a) **fails or refuses to furnish the Performance Security, in accordance with the tender conditions.**

We undertake to pay to the BSNL up to the above amount upon receipt of its first written demand, without the BSNL having to substantiate its demand, provided that in its demand, the BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force till(as specified in clauses 2.1 of section II of the Bid Document) up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

..... Name

.....
Signed in Capacity of

Name & Signature of witness -----

Full address of Branch

..... Address of witness -----

Tel No. of Branch

.....

Fax No. of Branch

Annexure-D

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the GM Kota Business Area, BSNL, Kota (hereinafter called 'BSNL') having agreed to exempt _____ (hereinafter called 'the said contractor(s) from the demand under the terms and conditions of an agreement/Advance Work Order No. dated _____ made between and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/contractor(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of _____ (period as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/contractor(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the _____ day of _____
for _____ (Indicate the name of bank)

Annexure-E

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach AGM (MM/IT/Store) before the date/time of bid opening)

To

AGM(MM/IT/Store)

O/o GM Kota BA

BSNL

Jhalawar Road, Kota

Subject : Authorization for attending bid opening on _____ in the
Tender of _____.

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 of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Annexure-F
PROFORMA FOR DECLARATION BY TENDERER

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

Signature & seal of tenderer
Name & full Address of the tenderer.

Witnesses

1. Signature

Name & Address

2. Signature

Name & Address

Note:-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. Any breach of these conditions by the company or firm or any other person, the tender/ work will be cancelled and earnest money/ security deposit will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

Undertaking

Work order No.....Dated.....

Invoice no :Dated.....

I/Weof Company/Firm of M/s
hereby certify that:

1. I/We strictly followed all rules & regulations under contract labour Act-1970 and contract labour (Regulation and Abolition) Central rule 1971 during currency of tender.
2. I/We shall be personally held responsible for default of non-payment to labours/manpower engaged to complete of work.
3. I/We ensured the strict compliance of various labour provisions of these labour laws:
 - a) Workmen's Compensation Act 1923.
 - b) Employees Provident Fund Act 1952.
 - c) Maternity benefits Act 1961. Minimum
 - d) Minimum wages Act 1948.
 - e) Payment of gratuity Act 1972.
 - f) Equal remuneration Act 1976
 - g) Any other Act, if applicable

I/We further undertake to abide by the terms and conditions of the contract and any lapse/failure to maintain these provisions shall be my personal liability and the Principle employer shall be free from any liability on this account.

Authorized Signatory

Declaration

I/we _____ . Company / Firm of M/S _____ have

not defaulted/black listed in any of the earlier BSNL tenders. Also declared that our firm / Company not run by any person, who was involved with another agency which has defaulted/black listed or not executed the works in earlier BSNL tenders.

Authorized Sign

Annexure-I

Name of office

File No......

Dated.....

WORK EXPERIENCE CERTIFICATE

This is to certified that M/s Name of the contractor) was the approved contractor for the period..... (Name of work) for the period..... (Period of agreement). During the said period the contractor completed the work of amounting to Rs..... Satisfactorily as per terms and conditions of the contract.

This certificate has been issued with the approval of the heads of SSA. (This is necessary in case SSA head is not signing the certificate personally and applicable in case of (BSNL/MTNL)/Tender approving authority in case of DOT/PSUs/Govt. Department/ Nationalized Banks.

Station.....

**Signature of the issuing authority
With seal- not below the rank of STS
Preferably officer of concerned branch**

Signature of Bidder with Date & Seal

Annexure-J

DECLARATION NEAR RELATIVE CERTIFICATE

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

NOTE: The term 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 husband (son in law), Brother (s) & Brother's wife, Sister (s) Sister's Husband (Brother-in-law).

Signature of Proprietor /All Partners/All Directors with
seal.

NOTE: In case of proprietorship firms 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.

(To be submitted by the time of agreement. If successful bidder fail to submit, the tender will be rejected and bid security will be forfeited.)

Signature of Bidder with Date & Seal

SECTION-V**Detail of Battery Sets to be installed (Price Schedule)**

S.No.	Work Item Description	Qty	Loading/Unloading/ Installation Charges Rs (per set per site)	Total Cost
A	Loading and Unloading and Installation Charges of Bty Sets of Various Capacity mentioned as under:			
1	2000AH	2	4400	8800
2	1500 AH	11	4000	44000
3	1000 AH	26	3600	93600
4	600 AH	13	3200	41600
5	400 AH	18	2500	45000
6	200 AH	44	1000	44000
B	Transportation Charges of Bty Sets(All Capacity) per km per set	4000 km(approx)	20	80000
C	Charges for shifting (dismantling and loading and unloading) of Old Bty Sets (of any size) to Nearby location.	114	2000	228000
Total Estimated Cost(A+B+C)				585000

Note:

1. Transportation Charges will be paid as per the actual km of each installed Battery set location, as per Tender Document.
2. Minimum Transportation charge is RS 250/- per BTY set per site.
3. Total Estimated Cost is inclusive of all taxes and charges (excl. GST).
4. Transportation charges will be paid for one side only.
5. 1000 AH or above BTY set will be delivered at installation site location.

Price schedule (Consolidated) & BID Form

NIT No.:- T-361/E-TENDER/GMBA/KOTA/BTY-Installation/Kota BA/2023-24/ Date 25.05.2023

Sub: -Tender for installation OF Battery Sets IN Kota BA.

Tender No. T-361/E-TENDER/GMBA/KOTA/BTY-Installation/Kota BA/2023-24/ Date 25.05.2023

Name of Area : Kota Business Area(i.e. Kota, Bundi & Jhalawar OA)

The estimated rate for installation of Battery set. I/we agree to do **installation of Battery Sets IN KOTA BA** as per the terms and condition of tender document at the rate given below:-

	(In figure)	(In Words)
a. % above the estimated rate	-----	-----
b. % below the estimated rate	-----	-----
c. AT PAR with the estimated rate	-----	-----

Note:-

- 1. The cost of work inclusive of installation of new set & dismantling of old existing set.**
- 2. The rates quoted include all taxes, levies, octroi, tolls etc. except GST.**
- 3. Rates shall be quoted in figures and words without any ambiguity.**
- 4. GST will be paid extra if applicable.**

Date:

**Signature of bidder
Name & Designation
Stamp**

Place:

SECTION VI

DRAFT OF AGREEMENT

(On NJ Stamp Of Rs. 500)

This agreement made on this _____ day of _____ (month)_. between M/s _____ here in 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 acting through GM Kota BA.

Whereas the contractor has offered to enter into contract with the said Government for the execution of work of installation of BB connections in GM Kota BA area.

The terms and conditions here in contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as 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 contact that is to say from _____ to _____ or completion of work for Rs _____ (In words) _____ whichever is earlier or until this contact shall be determined by such notice as is here in after mentioned, safety carryout, by means of labors employed at his own expenses.

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. The validity of the tender can be extended for one year on the same terms and condition with mutual consent.

2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed here to 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 here in used.

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

4) The contractor here by declares that nobody connected with or in the employment of the BSNL 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, Installation practice safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness where of the parties present have here into set their respective hands and seals the day and year in

Above written:

Witness :

Signed sealed & delivered

The above named Contract in the presence of.

Signed & Delivered on behalf

Of the GM BA BSNL by the

1

2