

**“E-Tender For REPAIRING OF COMPUTERS, PRINTERS,
LAPTOPS AND UPS
IN BRBRAITT JABALPUR”**



Tender Type	-	E-Tendering
Bid Type	-	Single stage Two Envelop system
Date of downloading Tender document	-	02/01/2021 at 17:00 Hrs
Last date of downloading Tender document	-	27/01/2021 Up to 11:55 Hrs
Last date of bid submission	-	27/01/2021 Up to 12:00 Hrs.
Opening date of E-Tender	-	28/01/2021 at 12:00 Hrs.
Estimated cost	-	Rs 1,70,000/-



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

Bharat Ratna Bhim Rao Ambedkar Institute of Telecom Training, Ridge Road, Jabalpur-482001

No. MM-8/4/2020-21

Dated: 18/12/2020

Sub: - Tender documents for "E-Tender For REPAIRING OF COMPUTERS, PRINTERS, LAPTOPS AND UPS IN BRBRAITT JABALPUR"

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

Sec. No.	Item	Page No.
1.Part A	Detailed NIT	3 – 5
1. Part B	Notice NIT	6
2.	Tender Information	7
3	Technical Specifications/ Schedule of Requirements	8– 9
4 Part A	General Instructions to Bidders (GIB)	10 –18
4 Part B	Special Instructions to Bidders (SIB)	19
4 Part C	E-tendering Instructions to Bidders	20–22
5 Part A	General (Commercial) Conditions of Contract (GCC)	23–29
5 Part B	Special (Commercial) Conditions of Contract (SCC)	30
6 (A & B)	Undertaking & declaration for understanding the terms & conditions of Tender & Spec. of work and Near Relationship certificate	31-32
7 (A,B & C)	Proforma (s) for Bid Security/EMD Guarantee, PBG, Letter of authorization	33–35
8	Bidder's profile & Questionnaire.	36-37
Annexure A to D	Details of Works, Draft –Agreement, Deviation statement, Clause by Clause compliance	38–41
9 Part A	Technical Bid Form	42
9 Part B	Financial Bid Form & Price Schedule (Draft of BOQ)	43-44

AGM (MM)
O/o GM BRBRAITT, Jabalpur
Tel: 0761-2600600
Fax: 0761-2600301
e-mail: kkchourasia1975@gmail.com

SECTION – 1 Part A**Detailed NOTICE INVITING E-TENDER (DNIT)**

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Bharat Ratna Bhim Rao Ambedkar Institute of Telecom Training, Ridge Road, Jabalpur-482001

- 1.0 E-tenders in Single Stage Bidding Two Envelop method (Part-A: Techno-commercial bid and Part-B: Financial bid) are invited on behalf of the General Manager, BRBRAITT, Jabalpur for undertaking following works.

S. N.	Name of work	Estimated cost of Tender (Rs.)	Last date and time			Bid Security/ EMD (In Rs.)	Cost of Tender Form in Rs. (not refundable)
			Downloading of tender form Date & time	Tender submission on Date & time	Tender opening Date & time		
1.	E-Tender For REPAIRING OF COMPUTERS, PRINTERS, LAPTOPS AND UPS IN BRBRAITT JABALPUR	Rs 1,70,000/- (GST Extra as applicable)	Up to 11:55 Hrs. on 27/01/2021	Up to 12:00 Hrs. on 27/01/2021	At 12:00 Hrs. on 28/01/2021	Rs 3400/-	Rs 590/- Including 18% GST

- 1.1 **Period Of Tender—3 Month** from the date of the signing of the Contract and BRBRAITT, Jabalpur reserves the right for extension of tender for further 03 month with the same rates and terms & conditions and if so the Contractor has to execute renewal of agreement for further 03 month with extension of validity of PBG/Bid Security for 06 Month from date of renewal of agreement.
- 2.0 **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website <https://etenders.gov.in/eprocure/app> or www.brbraitt.bsnl.co.in
- 2.1 The bidders downloading the tender document are required to submit the tender fee **Rs 500/- plus 18% GST i.e. Rs. 590/- (Rupees Five Hundred Ninety only)** through DD/ Banker's cheque along with tender bid, failing which the tender bid shall be left archived unopened/ rejected. The DD/ Banker's cheque shall be drawn from any Nationalized/Scheduled Bank in favour of "Accounts Officer (Cash), BRBRAITT, BSNL, Jabalpur" and payable at Jabalpur.
- 2.2 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/services.
- 3.0 **Availability of Tender Document:** The tender document shall be available for downloading from **02/01/2021 at 17:00 hrs onwards up to 27/01/2021 upto 11:55 hrs.**
- 3.1 Since tenders are being invited through e-tendering process, physical copy of the tender document would not be available for sale.

4. Eligibility Criteria: - The Bidder should have:-

- a) A valid registered Indian Firm having experience of one work of **Similar work includes the work related to the Maintenance work of computers & Printers and peripherals in central Govt./ state Govt./their PSUs**, completed satisfactorily, costing **Rs.50,000/- (Rupees Fifty thousand Only)** or more in any one year during last three financial years.
- b) The bidder should have valid registration of firm.(i.e. Shop/Gumasta Registration , sales tax registration, service tax registration or PWD registration or Registration in any Govt. body is valid for registration of firm.)
- c) The bidder should have Valid PAN No. (In case of Partnership/Pvt. Ltd firm PAN No. of firm is required, in case of Proprietorship firm PAN No of proprietor is to be enclosed).
- d) The bidder should have Goods and Service (GST) Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

OR

The bidder should produce certificate that bidder is exempted to register under the Goods and Services Tax (GST).

- 4.1 The experience certificate should be on the letter head of the organization with name, designation and contact number along with the office seal of issuing authority. The certificate should be signed/issued by the authority not less than the "Gazetted Officer/Manager" rank officer for Govt./Semi Govt./PSU/Private organizations and should be supported by "TDS" certificate, if issued by authorities of private organizations.
- 4.2 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be **self-attested** by the bidder's seal and signature.
- 4.3 In case same rates quoted by more than one bidder, then work will be awarded to the Bidder having higher amount of Experience of any one year from last three financial years.

5. Bid Security/EMD:

- 5.1 The bidder shall furnish the bid security/EMD in one of the following manner:-
 - (a) Demand Draft/ Banker's cheque drawn in favour of "Accounts Officer (Cash), BRBRAITT, BSNL, Jabalpur" and payable at **Jabalpur**.
 - (b) The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item/service.

6. Date & Time of Submission of Tender bids: The tender should be uploaded on the E-Platform i.e. <https://etenders.gov.in/eprocure/app>, as per detailed procedure given in Section 4 Part C (**E- Tendering instructions to bidders**) and a physical bid in sealed envelope to be submitted to AGM (MM), R. N. 008, Admin Building, BRBRAITT, Ridge Road, Jabalpur-482001 along with the Earnest Money of **Rs. 3,400/- (Rupees Three Thousand Four Hundred Only)** and tender fee **Rs 500/- plus 18% GST i.e. Rs. 590/- (Rupees Five Hundred Ninety only)** as prescribed in clause 5.1 and 2.1 above, on or before **27/01/2021 up to 12:00 hrs.**

Note: 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.

7. Opening of Tender Bids:

- 7.1 Physical bid **28/01/2021 at 12:00 hrs.**
- 7.2 Techno-commercial bid (on E-Platform) **28/01/2021 at 12:00 hrs.**
- 7.3 Financial bid (on E-platform). The date will be intimated to the responsive bidders only, later on.

8. Place of opening of Tender bids:

- 8.1 Since tender has been invited through e-tendering process, the tender shall be opened through 'Public Online Tender Opening Event (TOE). BRBRAITT's Tender Opening Officers as well as authorized

- representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer clause 8 of Section-4 Part C of Tender document for further instructions.
- 8.2 In addition authorized representatives of bidders can attend the TOE at "R. N. 008, Admin. Building, BRBRAITT, Ridge Road, BSNL, Jabalpur-482001", where BRBRAITTs Tender Opening Officers would be conducting Public Online and manual Tender Opening Event (TOE).
9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
11. **The purchaser i.e. GM BRBRAITT Jabalpur reserves the right to accept or reject any or all tender bids without assigning any reason. The purchaser is not bound to accept the lowest tender.**
12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

Note 1: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translation to be true copy in addition to the relevant certificate.

Note 2: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

13. The supplier has to indemnify BSNL against loss of input tax credit to BSNL on account of blacklisting of supplier during tenure of contract.
14. BSNL has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by supplier.

SECTION – 1 (Part B)

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o the GM, BRBRAITT, Jabalpur – 482001

NOTICE INVITING TENDER

E-tenders are invited on behalf of GM, BRBRAITT, Jabalpur for following work:

Name of work	Estimated cost in Rs.
E-Tender for Repairing of Computers, Printers, Laptops and UPS in BRBRAITT, Jabalpur	1,70,000/- (GST Extra as applicable)

For further details visit our website web site <https://etenders.gov.in/eprocure/app> or www.brbraitt.bsnl.co.in.

AGM (MM)
O/o GM, BRBRAITT, Jabalpur
Tel: 0761-2600600
Fax: 0761-2600301

SECTION- 2
Tender Information

1. **Type of tender- :**
 - a) No. of Bid Submission Stages for E- tender:-Single Stage Two Envelope System.
 - b) Techno-commercial & Financial bid to be submitted electronically on <https://etenders.gov.in/e procure/app>
In addition, physical bid comprising of only the documents listed at 3 (c) below to be submitted physically. **The Techno-Commercial & Financial bid original or copy must not be submitted with physical bid to AGM (MM), BRBRAITT, Jabalpur.**
 - c) E-reverse auction : **No**
2. **Bid Validity Period / Validity of bid Offer: 150** days from the tender opening date.
3. The electronic bid is invited in **single stage two envelope systems.**
 - a) **Techno-Commercial Envelope**, in electronic form, shall contains following documents:
 - i) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT. Viz;
 - a. Experience certificate.
 - b. Copy of firm registration certificate.
 - c. Copy of PAN no.
 - d. Copy of Goods and Service Tax Registration Certificate and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

OR

The bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.

- ii) Clause by clause compliance as per clause 11.2 of Section-4A & Section-8 Annexure-D
 - iii) Details of Bid security/EMD.
 - iv) Details of Tender Documents fee.
 - v) Deviation statement as per clause 12 of section-1 Part-A & Section-8 Annexure-C
 - vi) Bidder's Profile & Questionnaire duly filled & signed.(Section-8)
 - vii) Near-Relation Certificate duly filled & signed.(Section 6 B)
 - viii) Undertaking & declaration duly filled & signed.(Section 6 A)
 - ix) Documents stated in clause 10 of Section-4 Part A. Viz;
 - a. Valid MSE certificate, if any.
 - b. Certificate of incorporation, if any.
 - c. Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - x) Tender Documents with signed & company sealed in each page separately/Digitally signed.
- b) **Financial Envelope:** shall contain Price Schedule. {Section 9 Part B (Table A). First techno-commercial bid will be opened and evaluated by TEC. The financial bid of only responsive bidders shall be opened.
- All relevant bid annexure should be uploaded on E-Platform i.e. "<https://etenders.gov.in/e procure/app>" only **(Since tender is invited through e-tendering process).**
- Note:-Techno-commercial & Financial bid, copy or original, **should not** be submitted to AGM (MM), BRBRAITT, Jabalpur. Bidder must upload **self attested copies of the documents** with the tender form. Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.
- c) **Physical Bid Envelope:** This envelop has to be submitted, physically, in the office of AGM (MM & ES, Room No. 008, Admn. Building, Ridge Road, BRBRAITT, Jabalpur-482001, on or before last date and time of submission of bid._Physical Bid Envelope shall contain:
 - i) EMD-Bid Security in Original.
 - ii) DD/ Bankers cheque against payment of tender fee.
 - iii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.
 - iv) Self attested copy of valid MSE certificate from MSME for the tendered item/service, if applicable.

Note: For broad guidelines on E-Tendering, kindly follow the instructions available in **Section- 4 Part C, e-tendering Instructions to Bidders.**

SECTION- 3**TECHNICAL SPECIFICATIONS/ Schedule of Requirements**

All the jobs regarding "REPAIRING OF COMPUTERS, PRINTERS, LAPTOPS, UPS IN BRBRAITT JABALPUR" shall have to be executed strictly in accordance with the technical instructions of the BSNL. After completion of the job in each case it will be inspected by the BSNL officer to see whether the work has been executed as per BSNL standard

1. The contractor shall protect all the material from loss and damage during handling by the contractor.
2. The contractor will also be responsible for any damage to other installations during the work and shall have to make good any loss done to these. If any damage is done to the existing or new equipment or any other installation than necessary amount with overhead charges will be recovered from the contractor.
3. In case damage or loss of materials while in possession of the contractor before the work is actually made over to the BSNL whatever the reasons, recovery will be made from the contractor for the damage or loss at the rates prevailing in the BSNL.
4. **Payment Terms :-**
 - (a) Charges will be paid after satisfactory completion of work.
 - (b) All hardware for repairing and replacement as mention in **Annexure-A** will be supplied by the contractor.
 - (c) The fault will be booked by SDE(IT) (BSNL officers) on phone, mobile no., which should be reported to BSNL.
 - (d) In case of any dispute final decision will be of GM BRBRAITT JABALPUR.
 - (e) On representation of the tenderer, GST will be borne by BSNL, if applicable.
5. **Scope of Maintenance: -**
 - a. The contractor has to depute one qualified engineer to the satisfaction of BSNL, at Office of SDE (IT) O/O GM BRBRAITT JABALPUR between 10 AM to 6 PM for repairing work.
 - b. A fixed amount is to be paid against Visit of vendor for identification of fault charges of 50 PCs, 30 Laptops, 30 Printers, 5 UPS for 3-Months from the date of award of contract.
 - c. The bidder will inspect the faulty equipment during the said period without any extra cost.
 - d. Whenever bidder inspect the equipment a QAC committee consisting of **IT Faculty of BRBRAITT, Jabalpur** will inspect the equipment and jointly declare the particular fault.
 - e. Bidder will replace/repair the equipment in presence of **SDE (IT), bidder has to replace faulty part at no extra cost.**
 - f. The vender has to manage his own vehicle to carry/ shift the computers/ printers and other hardware from one place to another place whenever is needed by vender or BSNL.
 - g. All Technical assistance for installation, commissioning and monitoring of the equipment / goods shall be provided by the Supplier at **no extra cost.**
 - h. If the supplier fails to deliver the store for repairing of equipment or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to sum of Rs 500/- per day.
 - i. Minimum warranty of one year has to be provided by vendor for newly supplied hardware as mentioned in annexure-A.
 - j. Quantities mentioned in the **Annexure-A** are tentative and may vary, but total estimated cost of tender will remain fixed.

6. **SET OFF** :-Any sum of money due and payable to the contractor (Including Security Deposit) under this contract may be appropriated by the BSNL and set off against any claim of the BSNL for payment of a sum of money arising out of or under any other contract made by the contractor with BSNL against any dues of the BSNL for Telecom Services.

Annexure-A

Sl No	Summary of Work with Specification	Quantity
1.	Fixed Cost which includes visit, inspection and of hardware identification of faulty every Fortnightly	6
2.	RAM for PCs (4 GB, DDR3 RAM)	20
3.	SMPS for Desktop PC	5
4.	Mouse (Optical Mouse with USB interface/Wireless Mouse)	21
5.	Keyboard with USB Interface	5
6.	Mother board Infinity PRO BL 1330(Compatible)	1
7.	1 TB Sata Hard Disk	2
8.	HP Compatible Black laser printer drum unit	4
9.	Brother MFC 7350/2140 Compatible Drum	5
10.	HP Color laser printer Compatible drum unit	3
11.	Printer Repairing Black / Color / Laser jet / Inkjet	6
12.	Sony Vaio Laptop Compatible Screen	3
13.	Sony Vaio Laptop Compatible adapter	8
14.	Sony Vaio Laptop Compatible Battery	14
15.	Sony Vaio Laptop Compatible Camera	1
16.	Sony Vaio Laptop Compatible Speaker / Mic /Sound Card	2
17.	Sony Vaio Laptop Compatible Key Board	2
18.	Sony Vaio Laptop Compatible Hard Disk 1 TB	3
19.	Sony Vaio Laptop Compatible Network Interface Card	2
20.	Sony Vaio Laptop Compatible SSD 256 GB	3
21.	UPS Repairing including PCB replacement Upto 690 VA	1
22.	UPS Battery Replacement Up to 690 VA	1
23.	16 port Switch	2

Note: Quantities mentioned in the **Annexure-A** are tentative and may vary, but total estimated cost of tender will remain fixed.

SECTION-4 Part A**GENERAL INSTRUCTIONS TO BIDDERS (GIB)****1.0 DEFINITIONS**

- (a) "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- (c) "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods/services under the contract.
- (d) "**The Goods/services**" means all the equipment, machinery, and/or other materials/services which the Supplier is required to supply to the Purchaser under the contract.
- (e) "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "**The Purchase Order**" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "**Contract**" appearing in the document.
- (g) "**The Contract Price**" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "**Validation**" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (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.

2.0 ELIGIBILITY CONDITIONS:

2.1 Kindly refer to clause 4 of Section –1 Part-A i.e. Detailed NIT.

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

4.1 The goods/services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

4.2 The Bidder is expected to examine all instructions, forms, terms and 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.

5.0 CLARIFICATION OF BID DOCUMENTS

5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **14 days**

prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

- 5.2 Any clarification issued by BRBRAITT, 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.

6.0 AMENDMENT OF BID DOCUMENTS

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

7.0 DOCUMENTS COMPRISING THE BID

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

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11.2 (a)

8.0 BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods/services to be supplied, brief description of the goods/services, their quantity and prices as per section- 9.

9.0 BID PRICES

- 9.1 The bidder shall give the total composite price with materials for one month including packing, forwarding, freight and insurance etc. but excluding Goods and Service Tax which will be paid extra under the contract as per the price schedule given in Section 9 Part B.
- 9.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents (whichever is required) as per terms and conditions of Bid Documents.
- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - b) Documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
 - c) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of

Attorney as per clause 14.3 (b) or (c) of this section.

- d) Certificate of incorporation.
- e) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

11.0 DOCUMENTS ESTABLISHING GOODS/SERVICES' CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2 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 clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3), General (Commercial) Conditions & Special (Commercial) Conditions of contract shall not be considered.

11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(a) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12.0 BID SECURITY / EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 Part-A of DNIT.

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

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BRBRAITT, BSNL and subsequently fails to obey any of the contractual obligations; **he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.**

12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.

12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal.

12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.

12.7 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 and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note: - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

13.0 PERIOD OF VALIDITY OF BIDS.

- 13.1 Bid shall remain valid for period specified in clause-2 of Section-2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID.

- 14.1. The bidder shall submit his bid (Techno-commercial and Financial) online and only physical bid with EMD & Tender Fee, through sealed envelopes physically, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for physical bid), by the 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.

- 14.2. 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.

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (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.

15.0 SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Clause 3, Section 2 of tender information.

15.1.1 The bids may be called under

- a) Single Stage Two Envelope bidding be submitted on E-Tendering portal and physical bid may be submitted physically.
- b) The details of sealing & marking for physical bid is given below:

The bidder shall submit physical bid with all the documents specified for physical bid in a single envelope. The envelope should be sealed by the personal seal of the bidder.

15.2 a) The physical bid envelopes shall be addressed as given below:

"The AGM (MM), R. No. 008, Admn. Building, Ridge Road, BRBRAITT, Jabalpur-482001."

- b) The envelope shall bear the **name of the tender, the tender number** and the words '**DO NOT OPEN BEFORE**' (due date & time).
- c) The envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Physical bid should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e) Bids sent by registered post or delivered in person shall be delivered upto specified time & date as stated in NIT to "The AGM (MM), R. No. 008, Admn. Building, BRBRAITT, Ridge Road, Jabalpur-482001". The purchaser shall not be responsible, if the bids are delivered elsewhere.
- f) Venue of Tender Opening:
The tenders will be opened in Room.No. 008, Admn. Building, BRBRAITT, Ridge Road, Jabalpur-482001 at specified time & date as stated in NIT.

16.0 SUBMISSION OF BIDS

- 16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-1, Part-A i.e. DNIT.
- 16.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 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.
- 16.3 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.

17.0 LATE BIDS

- 17.1 No bid shall be accepted either online by E-Tender Portal or physically after the specified deadline for submission of bids prescribed by the purchaser.

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER

- 19.1 The Tender opening committee of BRBRAITT shall open bids physically and online, in the presence of the authorized representatives of bidders physically present, who choose to attend, at time & date specified in Clause 7 of D NIT(Section-1) on due date.

The bidder's representatives, in the format available at Section 7 (C), 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.

- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The following information should be read out at the time of bid opening:-
 - a) Name of the Bidder
 - b) Name of the item/services
 - c) EMD amount & validity and acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.

- f) Name of the item
- g) Quantities/prices quoted in the bid
- h) Discount, if offered
- i) Taxes & levies

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

20.0 CLARIFICATION OF BIDS

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

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

21.0 PRELIMINARY EVALUATION

21.1 The 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.

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail.

21.4 Prior to the detailed evaluation pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

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

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BRBRAITT, BSNL on the basis of total composite prices of the services offered inclusive of Packing, Forwarding, Freight and Insurance charges etc. but excluding goods and service tax which shall be paid extra.

22.3 In case same rates quoted by more than one bidder, then work will be awarded to the Bidder having higher amount of Experience of any one year from last three financial years.

23.0 CONTACTING THE PURCHASER

23.1 Subject to Clause 20, no bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid

comparison or contract award decision shall result in the rejection of the bid.

24.0 PLACEMENT OF ORDER

- 24.1. The purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods/services have been type approved/ validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of bid shall not exceed the lowest evaluated package price.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

Purchaser reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

27. ISSUE OF ADVANCE PURCHASE ORDER

- 27.1. The issue of an Advance Purchase Order shall constitute the intention of the purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance guarantee in conformity with the Proforma provided with the bid document at Section-7 (B).

28. SIGNING OF CONTRACT

- 28.1 The issue of Advance Purchase order shall constitute the award of contract on the bidder.
- 28.2 Upon furnishing of performance guarantee by successful bidder (pursuant to clause 27) and signing of contract, the purchaser shall discharge the bid security in pursuant to clause 12.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the purchaser may award the work to any other bidder at its discretion or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS

The quality of services will be monitored by the authorized representatives of the purchaser and their decision in this regard has to be accepted by the contractor.

31. REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
 - a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

- b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Clause 11.2 (a) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5 Part B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f) Section-4 Part A clause 9.3 on discount which is reproduced below:-
 "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desired representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32. NEAR-RELATIONSHIP CERTIFICATE

- 32.1. 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 BRBRAITT, BSNL will not pay any damage to the company or firm or the concerned person.
- 32.2. The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- 32.3 The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

32.4. The format of the certificate is given in Section 6 (B).

33. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the purchaser will take action as deemed fit.

- 34. The supplier has to indemnify BSNL against loss of input tax credit to BSNL on account of blacklisting of supplier during tenure of contract.
- 35. This concurrence is subject to budget allotment by BSNL Corporate Office for the purpose.

SECTION-4 Part B**SPECIAL INSTRUCTIONS TO BIDDERS**

These Special Instructions to Bidders shall supplement the '**Instructions to Bidders**' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1.0 Eligibility Conditions.

As defined in para 4 of DNIT (Section-1 Part – A)

2.0 Bid Security

The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover.

3.0 Distribution of Quantity

Only one contractor will be selected.

Section- 4 Part C
E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, BRBRAITT, BSNL is using the portal <https://etenders.gov.in/eprocure/app>

1. Tender Bidding Methodology:

Sealed Bid System – '(number of) Stages – One

Using Single/Two Envelopes -- Two Envelope.

2. Broad outline of activities from Bidders prospective

- a. Procure a Digital Signing Certificate (DSC)
- b. Register on Central Public Procurement Portal (CPPP)
- c. Create Users and assign roles on CPPP
- d. View Notice Inviting Tender (NIT) on CPPP
- e. Download Official Copy of Tender Documents from CPPP
- f. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- g. Submission of offline documents in a sealed envelope to AGM (MM) Room No. 008, Admin Building, BRBRAITT, Ridge Road, Jabalpur-482001 on or before due date & time.
- h. 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.
- i. Utmost care may be taken to name the files/documents to be uploaded on CPPP. These should be **no special character or space in the name of file. Only underscores are allowed.** The illustrative examples are given below:-
- j. It is advised that all the documents to be submitted (See clause 3 of section 2) 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 documents (Preferably below 50 MB) may be checked.

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

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, 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 3 or above**, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) India.

4. Registration

To use the E-Tender portal (<https://etenders.gov.in>), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. For further details, please visit the website/portal (<https://etenders.gov.in>), and follow further instructions as given on the site.

Helpdesk	
Telephone	0120-4200 462 0120-6277 787
E-mail ID	Technical - support-eproc@nic.in Policy Related - cphp-doe@nic.in

BSNL Contact-1	
BSNL's Contact Person	K.K. Chourasia, AGM(MM)
Telephone/ Mobile	Tel: 0761-2600600, 9425800790 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	kkchourasia1975@gmail.com

BSNL Contact-2	
BSNL's Contact Person	Suresh Kumar Sahu, SDE(MM & Store)
Telephone/ Mobile	Tel: 0761-2605150, 9425001033 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	sureshsahu2007@gmail.com

5. Bid related Information for this Tender-

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

1. Submission of details of Bid Security/ Earnest Money Deposit (EMD).
2. Submission of digitally signed copy of Tender Documents/ Addendum/addenda.
3. Two Envelopes: Techno-commercial and Financial.

6. Offline Submissions: (Physical bid)

The bidder is requested to submit the following documents offline to AGM (MM), R. N. 008, Admn. Building, BRBRAITT, Ridge Road, Jabalpur on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security in Original.
2. DD/ Bankers cheque against payment of tender fee.
3. Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.
4. Self attested copy of valid MSE certificate from MSME for the tendered item/service, if applicable.

7. Public Online Tender Opening Event (TOE)

E-Tendering System (ETS) offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. ETS has a unique facility of 'Online Comparison Chart' which is

dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

8. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://etenders.gov.in/eprocure/app>.

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 ETS.

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

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

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

9. Minimum Requirements at Bidders end

1. Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7)
2. Broadband connectivity.
3. Microsoft Internet Explorer 10 or above
4. Digital signature Certificate(s) for users.

SECTION-5 Part A**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. APPLICATION**

The general condition shall apply in contracts made by the purchaser for the procurement of services for Housekeeping Services at BRBRAITT Jabalpur.

2. PERFORMANCE GUARANTEE

- a) The bidder (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish performance guarantee to the purchaser for an amount equal to 10% of the value of tender cost within 14 days from the date of award of contract.
- b) The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled Bank, valid for 06 months, in the Proforma provided in 'Section-7 B of this Bid Document.
- d) The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

2. Labour Regulations

The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules 1971, before commencement of the work, else he will not depute more than 19 persons at a time on any day. A copy of labour licence has to be submitted by him to BRBRAITT. He shall continue to have a valid licence until the completion of work. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961, Apprentices Act, 1961, EPF & Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952 and ESI Act 1948 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/ risks in relation to employees to be engaged by him.

- 3.1. The contractor shall indemnify BRBRAITT against payments to be made for the observance of the laws.
- 3.2. The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

BRBRAITT shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from his/their wages which are not justified by their terms of the contract for non-observance of the Regulations. In the event of any loss/ damages caused directly or indirectly to BRBRAITT, the same will be payable by the contractor along with such penalty as may be decided by BRBRAITT which shall not be less than 10 percent of the total loss suffered by BRBRAITT.

3. SAFETY REGULATIONS

- 4.1 During the execution of work, unless otherwise specified the contractor shall at his own cost provide all materials and execute all work necessary for the stability and safety of all equipment, structures, excavations and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- 4.2 The contractor shall be responsible to take all precautions to ensure the safety of the property whether of public or company and shall post such look out men as in the opinion of the officer in charge are required.

5 STATUS OF THE CONTRACTOR AND ITS STAFF MEMBERS

- 5.1 The contractor shall have the legal status of an independent contractor. Neither the contractor nor its staff members, nor any person employed by the contractor or its agents for the performance of the services under the present contract shall be considered in any way as being staff members of BRBRAITT/BSNL.
- 5.2 The BRBRAITT shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the contractor or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- 5.3 The contractor shall indemnify and hold harmless the BRBRAITT /BSNL in respect of any claim arising out the contractor or its staff member's negligence or unlawful performance under the present contract for any liability as referred to in paragraphs 5.2 above, including their heirs and assigns, or by third parties.
- 5.4 For the purposes of this article, the term third party shall be deemed to include "inter-alia" officials of BRBRAITT/BSNL and its agents and officials, as well as any person or entity employed by the contractor or engaged for the contractor, in order to perform services for, or supplying goods to the contractor in connection with the implementation of the present contract.
- 5.5 Notwithstanding anything to the contrary contained in this contract, the contractor shall only be liable, and shall only be required to indemnify the BRBRAITT/BSNL, in respect of claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the contractor or its staff members or agents in the performance of this contract.

6. Responsibility for payment of wages –Deleted

7. Schedule of Submission of Bills: -

The contractor shall submit bill for the work executed and item supplied to SDE(IT), on monthly basis and the bills will be processed thereafter. However, any deterioration in the services should not be there on the plea of delay in receipt of payment.

8. Payments:-

- a) Payments will be made through RTGS (Real time Gross Settlement) or NEFT (National Electronic Fund Transfer) as the case may be.
- b) Mandate willing to receive e-payments signed by authorized signatory of vendor shall be submitted by the vendor containing following information at the time of signing of Agreement/Contract.
1. Account beneficiary's name.
 2. Account type.
 3. Account number.
 4. Name of the bank.
 5. Bank Branch's NEFT code.

6. IFSC code in case of Transfer through RTGS.

All the above particulars which form the essential element of this mandate may be duly verified by Banker of the vendor.

- c) Monthly running bill will be submitted by the contractor along with Goods and Service Tax challans of the previous month exclusively deposited in the bank in respect of BRBRAITT.

9. Deductions: -

In case the contractor fails to execute/ perform the assigned works or part thereof, BRBRAITT shall be authorized to make suitable deductions as deemed fit by BRBRAITT from the bills of the contractor and damages will be charged to the extent of loss. Suitable deductions shall be the price being paid by BRBRAITT for the service or part of service plus penalty as decided.

10. PRICES

Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in its Bid.

11. SUBCONTRACTS

The bidder shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

12. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 12.1 Start of services and performance of the services shall be made by the bidder in accordance with the time schedule specified by the purchaser in its Final acceptance letter of Tender. In case the services are not started in the stipulated time period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the contract shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied services at the risk and cost of the defaulting vendors.

- 12.2 Delay by the bidder in the performance of its service obligations shall render the Supplier liable to any or all of the following sanctions:

- (a) forfeiture of its performance guarantee,
- (b) imposition of liquidated damages, and/ or
- (c) Short closure of the contract in part or full and/ or termination of the contract for default.

13. LIQUIDATED DAMAGES

- a) The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive BRBRAITT of its right to recover liquidated damages as per **Clause 13(b)** below.
- b) Should the contractor fail to start services on specified date, BRBRAITT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by BRBRAITT in making alternative arrangements along with penalty of **Rs. 500/- per day** for the delayed period.

Note: GST (if applicable) on account of liquidated damage would be borne by contractor.

14. ACTION BY PURCHASER AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT

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

- (a) Failure to deliver and/ or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) If the contractor persistently neglect to carry out his obligation under the contract and/or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.

When the contractor has made himself liable for any of the cases aforesaid, the BRBRAITT shall have the powers to terminate the contract as aforesaid and get the work done by employing another agency at the risk and cost of contractor.

15. FORCE MAJEURE

- a) If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 07 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 claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 30 days, either party may, at its option, terminate the contract.
- b) Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may with the concurrence of the purchaser elect to retain.

16. Extension of Contract

BRBRAITT will also have the right to extend this contract on the same rates, terms & conditions at one time or in spells of lesser time period up to a cumulative maximum period of **three months** or till an alternative arrangement is made whichever is earlier. Extension beyond **three months** on the same rates, terms and conditions will be mutually agreed upon.

17. Termination for insolvency

BRBRAITT may at any time terminate the contract by giving written notice to the contractor without compensation to the 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 of.

18. ARBITRATION

- 18.1 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 which is specifically provided under this agreement the same shall be referred to sole arbitration of the Chief General Manager, ALTTC, Ghaziabad 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 ALTTC, Ghaziabad or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, ALTTC, Ghaziabad or the said officer is unable or unwilling to act as such to the sole arbitration no 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 condition Act, 1996 . There will be no objection to any such matter to which 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 act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitration in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 18.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid India Arbitration and Condition 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.
- 18.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager, ALTTC, Ghaziabad or such other places as the arbitrator may decide.** The following procedure shall be followed:
- 18.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 18.3.2 There should not be a joint submission with the contractor to the sole arbitrator.
- 18.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 18.3.4 The onus of establishing his claims will be left to the contractor.
- 18.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 18.3.6 The "points of defense" will be based on actual conditions of the contract.
- 18.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 18.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".
- 18.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
- 18.3.10 The award of the sole Arbitrator shall be final and binding on all the parts to the dispute.
- 18.4 A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in

Indian Rupee for the purpose of constitution of the arbitral tribunal.

- 18.5 Neither party shall appoint its serving employees arbitrator.
- 18.6 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same: otherwise, he shall proceed de novo.
- 18.7 Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- 18.8 Unless otherwise decided by the parties, Fast Track procedure as prescribed in **section 29 B** of the Arbitration Conciliation Act, **1996 for resolution** of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

[29B. Fast track procedure —

- (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at **any** stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues:
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (e) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference .
- (4) If the **award is** not made within the period specified in sub-section (4), the provisions of sub-sections(3) to (9) of Section 29 A shall apply to the proceedings.
- (5) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

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

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

Above Rs 5 crores	Within 12 months
-------------------	------------------

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

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

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

18.11 **All disputes will be settled within the court jurisdiction of Jabalpur only.** The venue of arbitration proceeding shall be decided by the arbitrator.

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

Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, Eols, etc. between 'BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award' may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing. The venue of the arbitration proceeding shall be BRBRAITT, Jabalpur.

19. SET OFF

Any sum of money due and payable to the bidder (including performance guarantee refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the purchaser.

20. COURT JURISDICTION

Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at **Jabalpur only.**

SECTION –5 Part B
SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(If there is any conflict with these instructions, with the other instructions in the tender document, these instructions will supersede all those instructions)

1. Deployment and Replacement of Staff : -

The bidder has to see and examine in totality the requirement of workers/ supervisors to be employed for the works as per terms and conditions of this contract and specifically indicate the number of workers/supervisors that will be employed by him to comply with the above requirements.

2. Identity Cards: -

All staff of the contractor will have photo identity cards issued by the contractor so that entry is restricted to only legitimate persons to the premises. The police verification for such officials will have to be done before employment in the campus. BRBRAITT will have the right to ask for the police verification from the contractor at any point of time.

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents of "Repairing of Computers, Printers, Laptops & UPS in BRBRAITT Jabalpur" vide tender no. MM-8/4/2020-21 dated 18/12/2020 & offer to execute the work at the rates quoted by us in the tender form.

1. If I/ We fail to enter into the agreement & commence the work in time, the EMD/Performance guarantee deposited by us will stand forfeited to the BRBRAITT, BSNL.
2. I/ We are not black listed by GST authorities.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to reject our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ Performance guarantee/ 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

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate)

"I.....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 of "Repairing of Computers, Printers, Laptops & UPS in BRBRAITT Jabalpur" vide tender no. MM-8/4/2020-21 dated 18/12/2020. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Date:

Place:

Signature of the tenderer
With date and seal

.....

**SECTION- 7
PROFORMAS**

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

7 (B) For the Performance guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas GM, BRBRAITT, BSNL, Jabalpur (hereafter referred to as BSNL) has issued an APO no. Dated/...../20.....awarding the work of "Repairing of Computers, Printers, Laptops & UPS in BRBRAITT Jabalpur" vide tender no. MM-8/4/2020-21 dated 18/12/2020 to M/s

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

Now at the request of the Bidder, We BankBranch having (Address) and Regd. Office address as

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

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to Performance guarantee. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained:
 - (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity

date.

- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "Accounts Officer (Cash), BRBRAITT, BSNL, Jabalpur" payable at **Jabalpur**.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:
 Name of the Bank officer:
 Designation:
 Complete Postal address of Bank:
 Telephone Numbers:.....
 Fax numbers:.....

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

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender No. MM-8/4/2020-21 dated 18/12/2020 in respect of "Repairing of Computers, Printers, Laptops & UPS in BRBRAITT Jabalpur" which is due to open on.....(date), O/o The AGM (MM), R. N. 008, Admn building, BRBRAITT, Ridge Road, Jabalpur-482001.

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

.....

Signature of the Representative

..... Signature of Bidder/ Officer authorized to sign
Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

- Note** 1: Only one representative will be permitted to attend the Bid opening
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION- 8
Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....
.....

Telephone No. Mobile No.....

FAX No.....

3. Address of place of Works/ Manufacture

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

Telephone No..... Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm / Private limited company (Tick the correct choice.)

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

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

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

.....
.....

7. Permanent Account No.

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

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

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

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

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

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

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

.....
.....

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

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

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

Annexure-A

Sl No	Summary of Work with Specification	Quantity
1.	Fixed Cost which includes visit, inspection and of hardware identification of faulty every Fortnightly	6
2.	RAM for PCs (4 GB, DDR3 RAM)	20
3.	SMPS for Desktop PC	5
4.	Mouse (Optical Mouse with USB interface/Wireless Mouse)	21
5.	Keyboard with USB Interface	5
6.	Mother board Infinity PRO BL 1330(Compatible)	1
7.	1 TB Sata Hard Disk	2
8.	HP Compatible Black laser printer drum unit	4
9.	Brother MFC 7350/2140 Compatible Drum	5
10.	HP Color laser printer Compatible drum unit	3
11.	Printer Repairing Black / Color / Laser jet / Inkjet	6
12.	Sony Vaio Laptop Compatible Screen	3
13.	Sony Vaio Laptop Compatible adapter	8
14.	Sony Vaio Laptop Compatible Battery	14
15.	Sony Vaio Laptop Compatible Camera	1
16.	Sony Vaio Laptop Compatible Speaker / Mic /Sound Card	2
17.	Sony Vaio Laptop Compatible Key Board	2
18.	Sony Vaio Laptop Compatible Hard Disk 1 TB	3
19.	Sony Vaio Laptop Compatible Network Interface Card	2
20.	Sony Vaio Laptop Compatible SSD 256 GB	3
21.	UPS Repairing including PCB replacement Upto 690 VA	1
22.	UPS Battery Replacement Upto 690 VA	1
23.	16 Port Switch	2

Note: - Quantities mentioned in the **Annexure-A** are tentative and may vary, but total estimated cost of tender will remain fixed.

ANNEXURE – B**DRAFT- AGREEMENT****Contract No. MM-8/4/ /2020-21****Dated at Jabalpur: 18/12/2020**

Articles of agreement made and entered in to this day between the **Bharat Sanchar Nigam Limited** through the **General Manager, BRBRAITT, Jabalpur** and *M/s.....* herein after referred to as the contractor.

Whereas the contractor have contracted with the **General Manager, BRBRAITT, Jabalpur** acting in the premises for and on behalf of the **Bharat Sanchar Nigam Limited** in respect of "Repairing of Computers, Printers, Laptops & UPS in BRBRAITT Jabalpur" vide **NIT & Tender No. MM-8/4/2020-21 dated 18/12/2020 and LOA No. dated.....** for a period of **one year** w.e.f **to**

And whereas the said contractor have prior to the execution of these presents offered a **Bank Guarantee No..... dated** As performance guarantee vide which the said has undertaken to pay to the **General Manager, BRBRAITT, Jabalpur** an amount not exceeding **Rs./- (Rupees only)** against any loss or damage caused to or suffered by the **Bharat Sanchar Nigam Limited** by reason of any breach of contract by the said contractor of any terms and conditions contained in this agreement.

Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and between the said parties to these presents in the manner following.

That if the said contractor shall and will well and truly execute/perform the works contracted to be performed by them and observe, perform and fulfil the contract entered in to the satisfaction of the said **General Manager, BRBRAITT, Jabalpur** and also if the said contractor or their representative shall and will pay or cause to be paid to the said **Bharat Sanchar Nigam Limited**, his successors and assignees or to the said **General Manager, BRBRAITT, Jabalpur** for the time being all losses, damages, costs and expenses which he or they have sustained/incurred or be put in consequence of the default or failure by the said contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned bank guarantee shall be returned to the said contractor.

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said contractor in the performance of the said contract to the satisfaction of the said **General Manager, BRBRAITT, Jabalpur** or in making good any losses damages or expenses herein before mentioned or any part thereof, then it shall be and will be lawful for the said **General Manager, BRBRAITT, Jabalpur to claim Rs./- (Rupees only)** in and towards the liquidation of the liability of the said contractor in respect of such default as aforesaid.

And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **Bharat Sanchar Nigam Limited** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction, (to be certified as aforesaid), of the **General Manager, BRBRAITT, Jabalpur** for the time being & until the final adjustment of the accounts between the said contractor & the **General Manager, BRBRAITT, Jabalpur** and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the **General Manager, BRBRAITT, Jabalpur** for the time being or in any **Treasury** in which they may be lodged by the said **General Manager, BRBRAITT, Jabalpur**. In witness where of the said contractor and the said **General Manager, BRBRAITT, Jabalpur** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written.

The terms & condition of the NIT & Tender No. MM-8/4/2020-21 **dated:18/12/2020 forms the integral part of this agreement.**

Deviation-Statement

To

**The AGM (MM), BRBRAITT,
Jabalpur.**

Sub: Tender for "Repairing of Computers, Printers, Laptops & UPS in BRBRAITT Jabalpur"

Tender Enquiry No. MM-8/4/2020-21 Dated :18/12/2020

It is certified that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

(To be signed by
Authorized Signatory)

CLAUSE BY CLAUSE COMPLIANCE

To

**The AGM (MM), BRBRAITT,
Jabalpur.**

Sub: Tender for "Repairing of Computers, Printers, Laptops & UPS in BRBRAITT Jabalpur"
Tender Enquiry No. MM-8/4/2020-21 Dated :18/12/2020

In compliance of clause 11.2(a) of Section-4, Part-A, we accept for clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3), and General (Commercial) Conditions & Special (Commercial) Conditions, (Section- 5 Part A, & B) and all other conditions of the tender document.

(To be signed by
Authorized Signatory)

SECTION-9 Part-A
TECHNICAL BID FORM

To

The AGM (MM),
BRBRAITT, Ridge Road
Jabalpur-482001.

Sub: Tender for " Repairing of Computers, Printers, Laptops & UPS in BRBRAITT Jabalpur".

Ref: Tender No. MM-8/4/2020-21

Dated: 18/12/2020

With reference to the above mentioned Tender for " Repairing of Computers, Printers, Laptops & UPS in BRBRAITT Jabalpur", we have read the terms and conditions in the Bid Document and accept the same and furnish the following documents;

- i). Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT. Viz;
 - a) Experience certificate.
 - b) Copy of PAN no.
 - c) Copy of Goods and Service Tax Registration Certificate
- ii) Clause by clause compliance as per clause 11.2 of Section-4A.(Annexure-E)
- iii) Details of Bid security/EMD.
- iv) Details of Tender Documents fee.
- v) Deviation statement as per clause 12 of section-1 part-A. (Annexure-D)
- vi) Bidder's Profile & Questionnaire duly filled & signed.(Section-8)
- vii) Near-Relation Certificate duly filled & signed.(Section 6 B)
- viii) Undertaking & declaration duly filled & signed.(Section 6 A)
- ix) Documents stated in clause 10 of Section-4 Part A. Viz;
 - a. Valid MSE certificate, if any.
 - b. Certificate of incorporation, if any.
 - c. Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- x) Tender document.

(All documents have been uploaded on E-Platform of website <https://etenders.gov.in/eprocure/app> as instructed in the tender document.)

Yours truthfully,

Date:..... Name _____
Address _____

Telephone _____

Seal of the firm _____

SECTION-9 Part-B
FINANCIAL BID FORM

(To be submitted online through e-Platform)

From,

.....
.....

Bidder's Ref: No: Dated.....

To

AGM (MM)
BRBRAITT, Ridge
Road, Jabalpur-
482001

Ref: Your Tender Enquiry No. MM-8/4/2020-21 dated 18/12/2020

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. I/We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by me/us. This bid shall remain binding upon me/us up to the aforesaid period.
4. I/We understand that it is not bound to accept the lowest or any bid, BRBRAITT, BSNL may receive.
5. If my/our Bid is accepted, I/we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract.
6. If my/our Bid is accepted, I/we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of..... 20...

Signature
Name
In the capacity of
Duly authorized to sign the bid for and on
behalf of

DRAFT OF BOQ**Price Schedule****(This should be submitted electronically in a separate financial envelop (BOQ)).**

Sl No	Summary of Work with Specification	Quantity	Basic Rate per unit quantity to be entered by the Bidder in Rs.
1.	Fixed Cost which includes visit, inspection and of hardware identification of faulty every Fortnightly	6	
2.	RAM for PCs (4 GB, DDR3 RAM)	20	
3.	SMPS for Desktop PC	5	
4.	Mouse (Optical Mouse with USB interface/Wireless Mouse)	21	
5.	Keyboard with USB Interface	5	
6.	Mother board Infinity PRO BL 1330(Compatible)	1	
7.	1 TB Sata Hard Disk	2	
8.	HP Compatible Black laser printer drum unit	4	
9.	Brother MFC 7350/2140 Compatible Drum	5	
10.	HP Color laser printer Compatible drum unit	3	
11.	Printer Repairing Black / Color / Laser jet / Inkjet	6	
12.	Sony Vaio Laptop Compatible Screen	3	
13.	Sony Vaio Laptop Compatible adapter	8	
14.	Sony Vaio Laptop Compatible Battery	14	
15.	Sony Vaio Laptop Compatible Camera	1	
16.	Sony Vaio Laptop Speaker / Mic /Sound Card	2	
17.	Sony Vaio Laptop Compatible Key Board	2	
18.	Sony Vaio Laptop Compatible Hard Disk 1 TB	3	
19.	Sony Vaio Laptop Compatible Network Interface Card	2	
20.	Sony Vaio Laptop Compatible SSD 256 GB	3	
21.	UPS Repairing including PCB replacement Upto 690 VA	1	
22.	UPS Battery Replacement Upto 690 VA	1	
23.	16 Port Switch	2	
Total Rates entered by the Bidder			

(Do not quote anything here, for this, one digital financial bid cover (BOQ) is available separately. This is only draft of BOQ).

- Note:**
1. Payment shall be restricted to the work mentioned above or actually done whichever is less.
 2. Quoted Rates shall be inclusive of all expenses to be incurred by vendor for providing goods and service as specified in the **Technical Specifications/ Schedule of Requirements of Section-3** of the tender document **excluding Goods and service Tax**, which shall be paid extra, as per Goods and Service Tax rules applicable from time to time.
 3. Quantities mentioned in the BOQ are tentative and may vary, but total estimated cost of tender will remain fixed.
 4. It is mandatory to quote Basic rates in each item separately otherwise the bidder is liable to be rejected.

BIDDERS SIGNATURE WITH OFFICIAL SEAL