

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
BSNL Electrical Division -II, Eastern Court Janpath,
New Delhi- 110001

From: **Executive Engineer (E)**
BSNL Electrical Division-II,
Eastern Court,Janpath,
New Delhi – 110001

To,
Prospective Bidders
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File No. BSNLCO-EW/37(11)/1/2022-Elect.works Dated 20.11.2023

Sub: Selection of Project Developers for setting up of Grid-Connected Rooftop Solar PV Projects on BSNL Buildings under RESCO mode through competitive tariff bidding (Phase-2).

Tender Enquiry/NIT No. :- 22/NIT/E-TENDER/2023-24/ED-II/BSNL/ND issued on 20.11.2023

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

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

Executive Engineer (E)
Tel.: 011-23329552&E-Mail: eeebsnled3@gmail.com.

.....
Regd. & Corporate Office: Bharat Sanchar Bhavan, H. C. Mathur lane,
Janpath, New Delhi-110001 Corporate Identity Number
(CIN): U74899DL2000GOI107739
www.bsnl.co.in

SECTION – 1

DETAILED NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

BSNL Electrical Division-II, Eastern Court Janpath

New Delhi- 110001.

On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited (BSNL) digitally sealed e-Tenders, on rupee payment basis, are invited in Single Stage Bidding and two stage Opening using two Electronic Envelopes (Techno-commercial bid & Financial bid) from the eligible bidders for **Selection of Project Developers for setting up of Grid-Connected Rooftop Solar PV Projects on BSNL Buildings under RESCO mode through competitive tariff bidding(Phase-2)** in the following states :-

Name of State(s)/UTs	Tentative Capacity (MW) to be allocated	EMD/Bid Security
Bihar, Chhattisgarh, Delhi, Jharkhand, Kerala, Odisha, Punjab, West Bengal, Uttarakhand, Andaman & Nicobar Islands, Arunachal Pradesh, Assam, Himachal Pradesh, Jammu & Kashmir, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura.	4.5	Rs. 500/kWp of quoted capacity

Note-1: Each bidder can participate for any number of States. The choice of state will rest with a successful bidder. **The evaluation of the Tender shall be done on state basis.**

Note-2: : The PMI-MII 2017 orders along with all its amendments and revisions as per DPIIT & DOT, Govt of India Guidelines with latest amendments, if any, shall be applicable for this tender

1. The evaluation of the tender as well as allotment of the work will be done state wise. The bid form along with price bid (**as per Section-9 Part A& B**) for each state should be filled.
2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the BSNL website www.bsnl.co.in w.e.f. **20.11.2023** onwards. For online bid submission etc. bidders have to mandatorily register (if not already registered) on tender portal NICs e-tender system- (<https://etenders.gov.in/eprocure/app>) and follow all steps as per functionality of e-tender portal. (Kindly refer Section 4 Part C of tender document for instructions on e-tendering)
- 2.1 The bidders are required to submit Tender fee **of ₹ 4000/- + 18% GST (Total of ₹ 4720/-) preferably through online payment mode [RTGS/NEFT etc.] in BSNL A/c** as per the below mentioned Bank/Beneficiary Details under intimation to this office. However, Tender Fee may also be submitted through DD/ Banker's cheque. The DD/ banker's cheque shall be drawn from any Nationalized/Scheduled Bank in favour of **"AO (Cash), O/o CGM NTR BSNL, New Delhi"** and payable at "New Delhi". In case, the bidder submits Demand draft as Tender Fee/bid Security, the Name of the bidder shall be mentioned in the DD/Bankers Cheque issued.

BSNL Bank/Beneficiary Details for e-Payment transaction (Applicable both for Tender Fee/EMD):-

Beneficiary Name	Account Officer (Cash) HQ, BSNL NTR, New Delhi
Address with pin code	Old Post Office Premises, Eastern Court Compound, Janpath, New Delhi- 110001
Name of Bank	Union Bank of India
Bank Branch	Connaught Place

Branch Address	F 14/15, Connaught Place, New Delhi-110001
Bank Account Number	307801010917560
Type of Account	Current Account (Collection)
RTGS/IFSC Code	UBIN0530786
MICR Code	110026006
PAN No.	AABCB5576G
TAN No.	DELB04661G
GSTN No.	07AABCB5576G1ZN

NB: The tender fee is non-refundable.

- 2.2 MSE (Micro & Small Enterprise) bidders are exempted from payment of **Tender Fee/Bid Security** provided they submit **current and valid** Udyam Registration Certificate (URC) issued from the Ministry of MSME for the manufacturing of Solar PV system. Udyam Registration Certificate (URC), submitted by MSE bidder in their online bid for claiming exemption from Tender Fee & Bid Security, should be current & valid on the date of opening of technical bid part.

***Important Note:** All existing enterprises registered under EM–Part-II or UAM or any other registration issued by any authority under the Ministry of MSME, shall register again on the Udyam Registration portal.*

- 2.3 Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the NIT document through the websites <https://etenders.gov.in/eprocure/app> and www.bsnl.co.in. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.bsnl.co.in and <https://etenders.gov.in/eprocure/app>.

- 3 Availability of Tender Document:** The tender document shall be available for downloading from BSNL website w.e.f. **20.11.2023** onwards. The same document shall also be uploaded on e-tender portal (CPPP) for online bid submission.

- 3.1 Physical copies of the tender document would not be available for sale.

- 3.2** For online bid submission etc. bidders have to mandatorily register (if not already registered) on tender portal NICs e-tender system CPPP - <https://etenders.gov.in/eprocure/app>) and follow all steps as per functionality of e-tender portal. (Kindly refer Section 4 Part C of tender document for instructions on e-tendering).

- 4 Eligibility Criteria:** The bidder should meet the following eligibility requirements.

4.1. General Qualification

- 4.1.1 The Bidder must be Indian registered Companies under Indian Companies Act 1956/2013 or an LLP or a Firm registered under applicable Acts.
- 4.1.2 The Bidder must not be blacklisted by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.
- 4.1.3 The Bidder must have a valid PAN & valid registration under the GST Act. If the bidder is not registered with GST authority at the time of bid submission, then he

shall have to submit GST registration at the time of award of work/LOI/signing of contract, if declared successful.

- 4.1.4 Bidding Consortium with one of the Companies as the Lead Member. The consortium shortlisted and selected based on this NIT has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies may be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the capital investment pattern of the Consortium.
- 4.1.5 A foreign company cannot participate on a standalone basis or as a member of a consortium under this NIT.
- 4.1.6 Any bidder from a country which shares a land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of F.No.6/18/2019-PPD dated 23rd July 2020 **and its subsequent amendment** issued from Department of Expenditure, Ministry of Finance."

OR

The bidder shall submit an undertaking as per proforma under **Section-6(C)** of tender enquiry document. [For details F. No. 6/18/2019-PPD Department of expenditure Public Procurement Division dated 23rd July 2020 **and its subsequent amendment** may be referred.]

- 4.1.7 In case of a Limited Liability Partnership (LLP)/Partnership firm participating as a bidder and in case of the LLP/partnership being declared as a Successful Bidder, the LLP shall be required to incorporate an SPV prior to signing of PPA.
- 4.1.8 A Bidder which has been selected as Successful Bidder based on this NIT can also execute the Project through a Special Purpose Vehicle (SPV) i.e., a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered/incorporated under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project, however, no more than one SPV, which has been incorporated/registered for the purpose of executing the Project, can be used for other Projects, if more than one has been allotted to the successful bidder.
- 4.1.9 Any consortium, if selected as Successful Bidder for the purpose of supply of power to BSNL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to NIT) before signing of PPA with BSNL, i.e., the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to NIT. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid-up share capital) shall not change from submission deadline of response to NIT up to one year after the COD of the Project, except with the prior approval of BSNL.
- 4.1.10 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the

suitability of the Bidder to undertake the Project. **The Bidder shall submit an undertaking to this effect.**

4.2 Technical Qualification

4.2.1 Under this NIT, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects.

4.2.2 Detailed technical parameters for Solar PV Projects to be met by SPDs are at **Annexure-A**. The bidders shall strictly comply with the technical parameters detailed in **Annexure-A**. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “**Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.**” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this NIT. The modules used in the Project under this NIT should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

4.2.3 The Bidder must have experience in Design, Supply, Installation & Commissioning of Grid Connected Solar PV Power Plants of cumulative Capacity **not less than 25% quoted capacity** in the last 07 (Seven) consecutive Financial Years prior to the bid submission deadline of this NIT. The Solar PV Power Plants must be commissioned and should be operating satisfactorily for a period not less than 1 year. The last date of bid submission will be the cut-off date for consideration of such experience.

AND

4.2.4 The Bidder must have experience in Design, Supply, Installation & Commissioning of at least 01 (One) Grid Connected Solar PV Power Plants of individual minimum capacities of **not less than 100kW** in the last 07 (Seven) Financial Years prior to the bid submission deadline of this NIT. The Solar PV Power Plants and Solar Systems must be commissioned and should be operating satisfactorily for a period not less than 1 year. The last date of bid submission will be the cut-off date for consideration of such experience.

4.2.5 The Bidder shall submit applicable contract(s) and Project commissioning certificate(s) for the respective Project(s) and a certificate from the respective client(s) certifying satisfactory operation of the plant(s).

4.3 Financial Qualification

4.3.1 Net Worth:

- i. The Net Worth of the Bidder should be equal to or greater than **INR20 Lakhs/MW** (Indian Rupees 20,00,000/- per MW) of the quoted capacity, as on the last date of previous Financial Year, i.e., FY 2022-23.
- ii. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or the Consortium bidding in tender, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG in case the Bidder(s) is not able to do so in accordance with the NIT.

- iii. The Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

AND

4.3.2 Minimum Average Turnover:

The Bidder shall demonstrate a Minimum Average Annual Turnover (MAAT) of **INR 40 Lakhs/MW** of the quoted capacity (Indian Rupees 40,00,000/- per MW), during the last three financial years, i.e., 2022-23, 2021-22 and 2020-21. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the required annual turnover.

AND

4.3.3 Liquidity:

The Bidder shall demonstrate Working Capital or Line of Credit for the last Financial Year, 2021-22, for a minimum amount of **Rs. 22.5 Lakhs. /MW** of the quoted capacity (Indian Rupees **22,50,000/- per MW**).

- 4.3.4** The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 4.3.1, 4.3.2 and 4.3.3 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate. In this case, a Bidder can use the credential of only a single affiliate to meet all the financial eligibility criteria. In such cases, the Bidder, at the time of submission of the bid, shall be required to submit Board Resolutions from the respective Affiliate, undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the NIT. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate, at the time of submission of the bid, undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate shall be required to be submitted prior to signing of PPA.

- 4.3.5** For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (**26%**) equity in each Company whose accounts are merged in the audited consolidated account.

- 4.3.6** A Company/Consortium would be required to submit annual audited accounts for the last FY, 2022-23, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover, working capital certificate (if applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of the criteria.

Note: In case of bidder seeking eligibility using credential of foreign Parent/Ultimate Parent/Affiliate entity, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition

that the last date of response to this NIT falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

4.3.7 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, the Bidder shall follow the procedure/submit document as elaborated in Clause 4.3.6 above.

4.3.8 In case the response to NIT is submitted by a Consortium, then the financial eligibility requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 4 MW, then, total Net-Worth to be met by the Consortium is Rs. 20 Lakhs x 4 MW = Rs. 80Lacs. Minimum requirement of Net-Worth to be met by Member A would be Rs. 56Lacs and the one to be met by Member B would be Rs.24Lacs. Similar methodology shall be followed for computation of other requirements.

4.3.9 **Note:** Wherever applicable, audited accounts for the last FY, 2022-23 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2022-23 are not available, then, audited annual accounts of FY 2021-22 can be considered. In such case, computation of MAAT shall include FY 2019-20 too.

5 Bid Security/EMD: The bidder shall furnish the bid Earnest Money Deposit (EMD) of **INR 500 per kWp of quoted Capacity (Indian Rupees Five Hundred per kWp of quoted Capacity)** in any one of the following ways:

5.1 Demand Draft/Banker's Cheque drawn in favour of "**AO (Cash), o/o CGM BSNL, NTR, New Delhi**" and payable at New Delhi separately for each zone participated.

5.2 Bank Guarantee (BG) against EMD:

i. Bank Guarantee(s) from a Scheduled Bank in India (except Co-operative Banks), drawn in favor of "**AO (Cash), o/o CGM BSNL, NTR, New Delhi**", according to **Format under Section-7(A)** and valid for **150 days** from the date of bid opening, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/LLP/Firm (through its partners)/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

- ii. The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).
- iii. BSNL will accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by BSNL in terms of the guarantee as in the case of appropriation of the cash deposit lying with BSNL.
- iv. The Bank Guarantee (BG) or amendment to be submitted against EMD shall be effective only when the BG is duly verified with the issuing bank. **BG issuing Bank shall also generate an SFMS to the above Bank.**
- v. MSE (Micro & Small Enterprise) bidders are exempted from payment of EMD/Bid Security provided they submit **current and valid** Udyam Registration Certificate (URC) issued from the Ministry of MSME for the manufacturing of Solar PV system. Udyam Registration Certificate (URC), submitted by MSE bidder in their online bid for claiming exemption from Bid Security, should be current & valid on the date of opening of technical bid part. The scope of area of the above MSE registered bidders may be for designing/ manufacturing/ installation and commissioning of Solar PV plants.

6 Date & Time of Submission of the bids:

- 6.1 The date & timing of the bid shall on or before **11.30 Hrs of 11.12.2023** (tender closing date).
- 6.2 In case the date of submission of bid is declared to be a holiday, the date of submission of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7 Date & time of Opening of the Bids:

- 7.1 The date and time of opening of the tender bids shall be at **14.00 Hrs of 13.12.2023** (tender opening date).
- 7.2 In case the date of opening of bid is declared to be a holiday, the date of opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

8 Place of opening of Tender bids:

The tenders shall be opened through '**Online Tender Opening Event**'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer to **Section-4 Part C** of Tender document for further instructions.

9 Tender bids received after the due time & date will not be accepted.

10 Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

- 11 CMD, BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest bid.
- 12 The bidder shall furnish a declaration, as per Section 6 (A), in his tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are 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.
- 12.2 All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/ State's official language, the bidder shall attach a translation of the same in English/Hindi/ State's official language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- 12.3 All computer-generated documents should be duly signed/ attested by the bidder/ bidder organization.
- 13 The queries in respect of this bid document, if any, can be submitted through Email **latest upto 05.12.2023**. Any query received after this date will not be entertained

BSNL Contact-1	
Contact Person	Sh. I.P. Garg SDE (EP)(E-Tender)
Telephone	011-23319560 [between 10:00 hrs. to 17:30 hrs. on working days]
E-mail ID	eebsnled3@gmail.com
BSNL Contact-2	
Contact Person	Sh. Yogesh Kumar Sharma EE(E)
Telephone	011-23329552 [between 10:00 hrs. to 17:30 hrs. on working days]
E-mail ID	eebsnled3@gmail.com

NO.EE/E/ED-II/BSNL/ND/361

Dated: 20.11.2023

Copy to: -

1. Superintending Engineer (Elect.), New Delhi.
2. Executive Engineer, ED-I, New Delhi.
3. S.D.E.(E), ESD, BSNL, Kalibari, Sikandrabad, Jhilmil & Netaji Nagar, Sanchar Bhawan.
4. Notice Board
5. Sr. Account Officer, ED-II
6. Planning Branch, ED-II.

**Executive Engineer (E)
ED-II New Delhi**

SECTION- 2 Tender Information

1. **Background & Introduction**

- 1.1 Bharat Sanchar Nigam Limited (hereinafter called “BSNL”) is a Government of India Enterprise under the administrative control of the Ministry of Communications to provide telecom and other related services Pan India except in Delhi and Mumbai Metros which are catered by MTNL.
- 1.2 BSNL has huge building rooftop space across India which can be utilized for the installation of rooftop Solar to generate renewable energy. The solar potential of BSNL rooftop space is estimated to be about 50MWp at present.
- 1.3 One of the targets enshrined by the Government of India under the “Panchamrit ” announced by the Hon’ble Prime Minister at the COP 26 summit at Glasgow, is meeting 50% of total energy requirements from renewable energy by 2030 and net zero by 2070.
- 1.4 BSNL to be the active participant of Govt of India’s green energy target and to reduce its carbon footprint has decided to explore and exploit its resources to harness green energy through solar and wind renewable energy technology.
- 1.5 BSNL, in line with the **Renewable Energy** target of the Government, has proposed to install Grid-Connected Rooftop Solar PV Projects in its premises/buildings, to increase electricity consumption through renewable energy. As a part of Govt initiatives, BSNL hereby invites proposals for setting up of around **4.5 MW Grid-Connected Rooftop Solar PV (RTSPV)** Projects in Phase-2 on a **Build Own Operate and Transfer (BOOT)** basis, on the buildings owned by itself in RESCO Model.
- 1.6 The Bidders will be free to avail of fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, carboncredit etc. as available for such Projects. The same will not have any bearing on the comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail of various tax and other benefits. No claim shall arise on BSNL for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. BSNL does not, however, give a representation on the availability of fiscal incentives, and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of, the fiscal incentives.
- 1.7 No separate Central Financial assistance is envisaged for the implementation of the projects selected under this NIT.

2. **Invitation for Bids**

2.1 **Type of tender:-**

- i. No. of Bid Submission Stages for e-tender: Single Stage
- ii. No. of e-Envelopes for submission of Bids: Two Nos
(Opening Stages) (Please see Note-2)

Note 1:-The bidder shall submit Techno-commercial bid and financial bid simultaneously by the bid submission end date & time as per e-tender portal.

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

- 2.2 It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid (CPP) portal for which they are required to contact NIC.

For proper uploading of the bids on the CPP portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal. BSNL in no case shall be responsible for any issues related to timely or proper uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- 2.3 Bidders should submit their bid proposal complete in all aspects on or before the last date and time of Bid Submission as mentioned on CPP portal <https://etenders.gov.in/eprocure/app> and BSNL website <http://www.bsnl.co.in>.

- 2.4 BSNL reserves the right to cancel/withdraw/defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.5 INTERPRETATIONS

- a) Words comprising the singular shall include the plural & vice versa.
- b) An applicable law shall be construed as a reference to such applicable law including its amendments or re-enactments from time to time.
- c) A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- d) Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- e) The table of contents and any headings or sub headings in the contract have been inserted for case of reference only & shall not affect the interpretation of this agreement.

Digitally signed online bids are to be submitted in Single Stage Bidding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.

Note: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only, shall be opened.

3. Bid Validity Period:

The Bidder shall submit the response to NIT which shall remain valid up to the date as on **120 days** from the date of bid opening (“Bid Validity”). BSNL reserves the right to reject any response to NIT which does not meet the aforementioned validity requirement.

4. The tender offer shall contain two electronic envelopes viz. techno-commercial and financial envelope. The techno-commercial part/envelope will be opened first and then second electronic envelope consisting of financial bids will be opened for those bidders whose techno commercial bids are found to be responsive.

4.1 Techno-Commercial (First e-Envelope)

Techno-commercial e-Envelope [Termed as technical envelope on E-tender portal] shall contain **scanned copies** of the following document, but not limited to documents:

- (a) EMD or valid Udyam Registration certificate, if claiming exemption under MSE (Micro or Small Enterprise) Category or Proof of successful e-Payment of EMD, as the case may be.
- (b) DD towards Tender fee or valid Udyam Registration certificate if claiming exemption under MSE (Micro or Small Enterprise) Category or Proof of successful e-Payment of Tender Fee, as the case may be.
- (c) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT.
- (d) Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with **Clause 14.3 of Section 4 Part A**. (not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.
- (e) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- (f) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- (g) Attestation of the signature of the authorized signatory, issuing PoA, by Bank.
- (h) Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
- (i) Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-1.
- (j) Letter of authorization for attending bid opening event as per Section -7 Part (C).
- (k) No Near-Relationship Certificate duly filled & signed as per Section-6 Part B.
- (l) Undertaking & declaration duly filled & signed as per Section-6 Part A.
- (m) Tender / Bid Form-Section 9 Part A.
- (n) Checklist of the documents submitted as per Annexure-2.
- (o) The concessionaire Agreement for bidder participating through consortium.

4.2 Financial Bid (Second e-Envelope) envelope shall contain:

(a) Bidder shall submit financial bid containing the followings:

- (i) Price Bid as per Section-9 Part B
- (ii) Bid Form duly filled and signed by authorized signatory as per Section-9 Part B.

(b) Bidding Parameter:

- i. **A single levelized tariff as a bidding parameter:** Under this NIT, the bidding parameter shall be the tariff quoted by the Bidder i.e., a fixed tariff in Rs. /kWh for the term of the PPA.

- ii. **A single tariff to be quoted for each State:** A single tariff shall be quoted by the bidder in a particular state. The single tariff for an individual state will be applicable on all the buildings falling geographically under the respective state. Decision of a particular building falling under a specific state will be taken by BSNL and shall be binding on all parties concerned.
- iii. The above tariff fixed for the term of the PPA shall include all costs related to the Scope of Work as per the NIT and Obligations of the SPD under the PPA. The Bidder shall quote for the entire facilities on a “single responsibility” basis such that the tariff covers all the obligations in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (25 years), inclusive of all taxes. The fixed tariff should be quoted while accounting for the cost of grid-connectivity and net metering application/ security deposit etc. All costs associated with net-metering will have to be borne by the successful Bidder/SPD where applicable.
- iv. The tariff shall remain firm and fixed and shall be binding on the Successful Bidder/SPD for the Term of the PPA irrespective of actual cost of execution of the Project. No escalation on the tariff will be granted for any reason whatsoever. The SPD shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- v. The fixed tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respects and no price variation/adjustment shall be payable by BSNL. However, statutory variation of taxes and duties may be paid by the BSNL.
- vi. Only a single tariff bid for each State, for the cumulative Project capacity quoted by the bidders, shall have to be filled online in the Electronic Form provided at the CPP portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.
- vii. **Important Note:**
 - (a) The Bidding envelope shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelope.
 - (b) In case the Bidder submits the online documents on CPP within the bid submission deadline but fails to submit the documents offline as per NIT within 5 working days after bid submission deadline, the online bid of the Bidder shall not be opened and shall be ‘archived’ on the CPP portal. Similarly, bids submitted offline but without any online submission on CPP portal shall not be opened.

For e.g., if the bid submission deadline is 18:00 hrs on 05.10.2023, the above deadline will expire at 18:00 hrs on 10.10.2023. In case of the above deadline being a holiday, the next working day in BSNL will be the deadline for offline submission.

4.3 Offline Documents:

The following documents are required to be submitted offline (i.e. **offline submissions**) to The **Executive Engineer (E), BSNL ED-II, Eastern Court, Janpath New Delhi** in a sealed envelope

within 5 days after opening of bids (technical part). However, scanned copies of all these documents shall be mandatorily uploaded in Technical Envelope. The envelope shall bear the tender number, name of work and the phrase: “Do Not Open Before (due date & time of opening of tender).

- 4.3.1 EMD – Bid security (in original) or certificate claiming exemption (by MSE bidders).
- 4.3.2 DD/ Banker’s cheque of Tender fee (in original) or certificate claiming exemption (by MSE bidders).
- 4.3.3 Power of Attorney in accordance with **Clause 14.3 of Section 4 Part A** and authorization for executing the power of Attorney.
- 4.3.4 Integrity Pact (on plain paper), applicable only if tender’s estimated value exceeds the threshold of Rs. 10.0 Crores (in Circle level) and Rs.25 Crore (in corporate level) and above.**

Note: Please Note that the online bid shall be archived unopened/rejected at the bid opening stage, if the **scanned copies** of proof of payment of Tender Fee/EMD or proof of valid MSE Certificate for claiming exemption of payment of Tender Fee/EMD are not found in the technical bid part in CPP Portal. Moreover, if the Original DD/EMBG towards Tender Fee/Bid security (if not paid through electronic payment mode) are not received within 5 days after opening of technical bid parts, then the online submitted bids shall be rejected.

5 Payment Terms:

- 5.1 The bidder should submit the invoice of bills monthly to the officer in-charge of the zone as per the rate, terms, and conditions of the Power Purchase Agreement (PPA). The Tax Invoices are to be submitted by bidder in triplicate.
- 5.2 The monthly bills submitted should be a system generated as per the actual solar power generated in a month.
- 5.3 Tax Invoices shall be paid through Electronic Clearance Scheme (ECS) only. The firm should submit the mandate form for this purpose along with the Agreement while entering into the Contract.
- 5.4 Online generated GST payment details of previous month shall be submitted with the invoice(s) for payments.

Note: - All statutory taxes and levies as applicable shall be deducted at source before payment.

6 Timeline for start of services:

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7 Duration of Contract (Validity of tender):

The duration of the contract shall be normally 25 years. However, the exact duration of the contract shall be governed by the terms and conditions of the Power Purchase Agreement (PPA).

SECTION- 3 (Part A)
SPECIAL CONDITIONS OF THE CONTRACT

1 SCOPE OF WORK

- 1.1 Under this NIT, the successful bidder [**hereinafter Solar Power Developer OR (SPD)**] shall be required to set up Grid-Connected Rooftop Solar PV (RTSPV) Projects, with the primary objective of supplying solar power to BSNL-owned buildings, as per the provisions of the NIT and draft standard Power Purchase Agreement (PPA). However, in certain buildings, BSNL may go for off-grid SPV systems.
- 1.2 The Projects shall be set up under the RESCO Mode, as defined by MNRE. The scope of work of the SPD, inter alia, includes obtaining a No Objection Certificate (NOC) from the Distribution Company (DISCOM) for grid connectivity, complete design, engineering, supply, storage, civil work, erection, testing & commissioning of the RTSPV Project including Operation and Maintenance (O&M) of the project for the term of the PPA. The O&M of the Project may include wear, and tear, overhauling, machine breakdown, insurance, and replacement of defective modules, inverters/ Power Conditioning Units (PCU), spares, consumables & other parts for the PPA term.
- 1.3 Obtaining Net-metering and grid connectivity of the Project under this tender would be the responsibility of the bidder in accordance with the prevailing guidelines of the respective State Electricity Regulatory Commissions (SERC) or Central Electricity Authority (CEA) or the DISCOM in the respective area. The respective BSNL Circle team shall facilitate connectivity and necessary approvals; however, the entire responsibility lies with the SPD only.
- 1.4 The SPD shall take all necessary permits, approvals and licenses, insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.
- 1.5 The Projects to be selected under this scheme provide for the deployment of Solar Photovoltaic Technology. However, the selection of Projects would be technology agnostic.

2 TOTAL CAPACITY OFFERED

The estimated cumulative Project capacity envisaged for BSNL buildings is around **4.5 MWp**. The tentative list of Buildings (**State-wise**) has been annexed at **Annexure-C**. The final capacity to be installed will be determined at the time of the signing of PPA between the SPD and BSNL. Capacity allocation under empanelment is detailed in **Section 8** of the NIT.

3 MAXIMUM ELIGIBILITY FOR CONTRACTED CAPACITY ALLOCATION FOR A BIDDER

The following conditions shall be applicable to the Bidders for submission of bids against this NIT:

- 3.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contract Capacity of **200KW** and a maximum quantum of **2.5 MW** with each project size being between **20KW to 100KW only**.
- 3.2 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **2.5 MW**.
- 3.3 The evaluation of bids shall be carried out as described in **Section-5** of the NIT. The methodology for the Allocation of Projects is elaborated in Section-5 of the NIT.

- 3.4 Subject to the exception as per Clause 5.1 above, multiple bids from the same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

4 PROJECT LOCATION

- 4.1 The Projects shall be located at the locations (States and UTs divided into Zones) can be chosen by the prospective bidder at its own discretion of and cost, risk and responsibility. A state wise list along with the maximum capacity to be allocated and maximum tariff a bidder can quote under each zone/state is mentioned below.

Sl. No.	Circle	State	Max. SPV Cap (bidder can quote in kWh)
1	Andaman & Nicobar	Andaman & Nicobar	100
2	NE2	Arunachal Pradesh	100
3	Assam	Assam	100
4	Bihar	Bihar	300
5	Chattisgadh	Chattisgadh	700
6	Himachal Pradesh	Himachal pradesh	100
7	J&K	J&K	100
8	Jharkhand	Jharkhand	200
9	Kerala	Kerala	200
10	NE2	Manipur	100
11	NE1	Meghalaya	100
12	NE2	Nagaland	200
13	Odhisal	Odhisal	200
14	Punjab	Punjab	800
15	Tripura	Tripura	400
16	Uttaranchal	Uttaranchal	100
17	West Bangal	West Bangal	700

To facilitate the Bidders, an indicative list of possible rooftops has been enclosed as **Annexure-C**. Successful bidders will be required to visit the respective sites and assess the feasibility of space including installation capacity in consultation with the respective site in charge/ rooftop owner. However, the entire responsibility of identifying the roofs will be of the Successful Bidder. **BSNL shall not bear any responsibility in this regard.**

4.2 Project Configuration:

The term “**Project**” shall have the meaning as defined in Section 6 of the NIT. A single Project shall refer to one or multiple Grid-connected/standalone RTSPV systems installed on a single/group of buildings, connected to the grid through single or multiple meters. PPA will be signed for each Project separately. Configuration of a Project is under the scope of the SPD, subject to the condition that the minimum Project size shall be 20 kW. Configuration of each project shall be decided mutually between BSNL and Successful bidders/SPD.

5 CONNECTIVITY WITH THE GRID

- 5.1 The Project should be designed for interconnection with the grid in accordance with prevailing CERC/SERC/DISCOM regulations in this regard. For interconnection with the grid and metering, the SPD shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication Systems for transmission of electricity, and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA), and any other regulations of the concerned DISCOM where the Project is located. The minimum voltage level for interconnection with the grid shall be as determined by the respective DISCOM.
- 5.2 The responsibility of getting connectivity and necessary approvals for grid connection and net-metering shall entirely be with the SPD and shall be at the risk and cost of the SPD. The transmission of power up to, and including at the point(s) of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. The maintenance of the transmission system up to and including at the Interconnection Point shall be the responsibility of the SPD, to be undertaken entirely at its risk and cost.
- 5.3 Metering arrangement of each Project shall have to be adhered to in line with relevant clauses of the PPA. The entire cost of transmission (if applicable) including cost of construction of the line, wheeling charges, SLDC/Scheduling charges, **SOC, MOC**, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD.
- 5.4 **Note:** The SPD shall apply for Net-metering approval with the respective DISCOM within 90 days of signing of PPA, failing which, the PPA will be liable to be terminated by the BSNL, along with encashment of PBG for the respective Project.

6 ENERGY SUPPLY BY THE SOLAR POWER DEVELOPER (SPD)

6.1 Criteria for Energy Supply

The Bidders will declare the annual Capacity Utilization Factor (CUF) of the Projects at the time of submission of response to NIT, and the SPDs will be allowed to revise the same once within the first year after the Commercial Operation Date (COD). Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than **13.5%**. It shall be the responsibility of the SPD, entirely at its cost and expense, to install such number of Solar panels and associated equipment as may be necessary to achieve the required CUF. The SPD shall maintain generation so as to achieve annual energy supply

corresponding to CUF within + 10% and -13.5% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 13.5% (as applicable), and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA term. The lower limit will, however, be relaxable to the extent of non-availability of grid, during solar generation hours, for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year. Relaxation to the non- availability of a grid beyond the control of SPD needs to be certified by BSNL Executive. Further, duly signed hindrance register shall be maintained during the time of execution and O&M.

6.2 **Shortfall in Energy Supply**

Subsequent to Project commissioning, if for any Contract Year, except for the first year after Project commissioning, it is found that the SPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, the SPD shall be levied liquidated damages @10% of the PPA tariff for the shortfall in energy terms, in accordance with terms of the PPA. This compensation shall be applied to the amount of shortfall in energy supply during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA affecting supply of power by SPD.

7 **COMMISSIONING OF PROJECTS**

Commissioning of the Project shall be carried out by the SPD in line with the procedure as per the PPA document. The BSNL may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the DISCOM/BSNL after successful Project commissioning.

7.1 **Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning**

- a. The completion period for **each project** shall be **6 months** after issuance of letter of Intent (LoI)
- b. The maximum time period allowed for commissioning of the **full Project** Capacity with applicable liquidated damages, shall be limited to the date as on **18 months** from the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 07.07.2023, then the above deadline for Project commissioning shall be 07.01.2025).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 7.1(b) above, as part of the liquidated damages, the total PBG amount for the Project may be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 2 MW capacity, if commissioning of 1 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (1/2) X (18/180). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.
- d. In case Commissioning of the Project is delayed beyond the date as per Clause 7.1.b above, the PPA capacity shall stand reduced/amended to the Capacity commissioned until the day ending 18 months from the SCD, and the PPA for the balance capacity will stand terminated.

8 OPERATION & MAINTENANCE (O&M) GUIDELINES TO BE MANDATORILY FOLLOWED BY THESPD

- 8.1 The SPD shall be responsible for all the required activities for successful O&M of the Rooftop Solar PV system for the PPA term from the date of commissioning of the Project.
- 8.2 Following guidelines shall be followed in this regard. In addition, O & M practices shall be strictly followed.
- i. O&M of the Project shall be compliant with grid requirements to achieve committed energy generation.
 - ii. Deputation of qualified and experienced engineer/ technicians till the O&M period at project site at its own cost.
 - iii. Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions. It is the responsibility of the SPD to get the modules cleaned during O&M Period at its own cost.
 - iv. A “hindrance register” shall be maintained to record any issues affecting Project O&M. The same shall be duly signed by both parties of the PPA, recording.
 - v. Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine, preventive and breakdown maintenance.
 - vi. Immediate replacement of defective Modules, Inverters/PCUs and other equipment as and when required.
 - vii. Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipment and materials as per manufacturer’s / supplier’s recommendations.
 - viii. All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the SPD. The testing equipment must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.
 - ix. If negligence/ mal-operation on part of the SPD's operator results in failure of equipment, such equipment should be repaired/ replaced by the SPD free of cost.
 - x. Coordination with Owner / DISCOM / CEIG as per the requirement for Joint Meter Reading (JMR) Report. The person-in-charge present at site from the SPD’s side shall take a joint meter reading in the presence of rooftop owner on a monthly basis.
 - xi. Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
 - xii. For any issues related to operation & maintenance, a toll-free number shall be made available to the rooftop owner to resolve the same within 72 hours.

xiii. If any jobs covered in O&M Scope as per NIT are not carried out by the SPD during the O&M period, BSNL shall take appropriate action as deemed fit. BSNL reserves the right to make surprise checks/ inspection visits at its own or through authorized representatives to verify the O&M activities being carried out by the SPD. Failure to adhere to above guidelines may result in penal action including debarring from participation in the next tender.

xiv. It is up to SPD and BSNL as a client to mutually decide on the source and amount of water to be supplied for module cleaning during O&M period.

8.3 **O&M PBG:** Prior to release of the PBG upon successful commissioning of the Project, the SPD shall submit O&M Performance Bank Guarantee (PBG) for the same value as per Clause 12 Section-3 (Part B) of the NIT, valid upto 3 years from COD initially and extendable suitably during concurrency of PPA. This PBG shall also be issued in the name of the BSNL, and it reserves the right to encash this PBG upto the amount as per his choosing, as per Clause 12.5 Section-3 (Part B) of the NIT.

SECTION- 3 (Part B)
STANDARD CONDITIONS OF THE CONTRACT

9 Obtaining NIT Documents

Interested bidders have to download the official copy of NIT & other documents after login into the CPP portal, <https://eprocure.gov.in/eprocure/app>. The bidding documents are available free of cost.

10 *Project Scope & Technology Selection*

Refer Clause 1 Section 3 (Part a) of the NIT.

11 *Bank Guarantee against Earnest Money Deposit (EMD)*

Refer Clause 5, section 1 of the NIT.

11.1 Forfeiture of EMD:

The BG towards EMD submitted as prescribed in the **Formats 7.3 A** (EMD) shall be forfeited by BSNL in any of the following cases:

- a. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid; or
- b. In case, BSNL offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not execute the PPA within the stipulated time period; or
- c. If at any stage, before or after issuance of LOI, it is found that the documents furnished by the Bidder as part of response to NIT are misleading or misrepresented in any way;
OR
- d. If the Bidder fails to furnish required PBG in accordance with Clause 12 Section-3 (Part B) of the NIT.

12 PERFORMANCE BANK GUARANTEE (PBG)

12.1 Bidders, selected by BSNL based on this NIT, shall submit a Performance Guarantee for a value @ **INR 1000/KW of approved capacity (Indian Rupees One Thousand per KW of approved capacity)** prior to the signing of PPA. It may be noted that Successful Bidders shall submit the Performance Guarantee according to **Format 7.3C** with a validity period upto (& including) the date as on **12 months** after the Scheduled Commissioning Date of the Project.

12.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project. The PBG shall be issued in the name of BSNL whose details will be provided to the SPD prior to issuance of the PBG.

Note: The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder within the above-prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA.

12.3 The SPD shall furnish the PBG for O&M for performance of the obligations of the terms of Agreement/PPA from any of the Scheduled Commercial Banks as listed on the website of

Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV.

- 12.4 The format of the Bank Guarantee prescribed in the **7.3 C (PBG)** shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the Project. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- 12.5 The selected Bidder for the Project selected based on this NIT is required to sign PPA within the timeline as stipulated in Clause 18 of the NIT. Without prejudice to any other rights, the Bank Guarantee i.e., the PBG shall be encashed by BSNL in any of the following cases
- (a) Any breach or non-observance of obligations set out herein under this Agreement, or
 - (b) Breach of Maintenance Requirements or Safety Requirements or non-compliance to remedy of defect/deficiency instructions of BSNL, or
 - (c) Non-renewal of Performance Security in accordance with terms hereof
 - (d) Change in ownership in breach of the Agreement, or
 - (e) Non-submission of PBG required for the purpose of O&M, or
 - (f) Any other Default under in this Agreement.
- 12.6 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per the Stamp Act relevant to the place of execution.
- 12.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs.

The PBG of SPDs shall be returned to them, after successful commissioning of their projects as per Terms of PPA and after successful receipt and verification of the PBG for O&M, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 of the NIT.

13 **POWER PURCHASE AGREEMENT (PPA)**

- 13.1 BSNL shall enter into Power Purchase Agreements (PPAs) with Bidders selected based on this NIT. A copy of standard PPA to be executed between the two parties is available on **ANNEXURE-D**. The PPA shall be signed **within 90 days** from the date of issue of Letter of intent (LOI), if not extended by BSNL. Subsequent extensions in this timeline shall be finalized as mutually agreed by the BSNL and the SPD. PPA will be executed between BSNL and selected bidder, or its SPV, separately for each Project. The PPA shall be valid for a period of 25 years from date of commissioning of the Project. Any extension of the PPA term beyond this shall be carried out through mutual agreement between the SPD and the BSNL

Bidder has to make the complete and careful examinations of feasibility of capacity estimation as per the load study of buildings and respective regulations of net metering before signing of PPA.

- 13.2 **Capacity identification and confirmation:** Subsequent to issuance of LOIs by BSNL, for the

first 30 days, only the L1 bidder(s) from each site will be allowed to carry out site visits and due diligence of the buildings offered and assess the Project sizing and estimated capacity installation under the cumulative capacity awarded for each site. Within this period, the individual Project size to be set up on each building and the cumulative Project capacity for which PPAs are to be signed, will be finalized by both parties.

13.3 Only after the aforementioned period of 30 days is over, Successful bidders other than L1 will be required to carry out site visits and due diligence of the buildings offered by BSNL and assess the Project sizing and estimated capacity installation under the cumulative capacity awarded for each state. Within this period, the individual Project size to be set up on each building and the cumulative Project capacity for which PPAs are to be signed, will be finalized by both parties.

13.4 The Performance Bank Guarantee as per Clause 12 Section-3 (Part B) above, shall be submitted by the SPD prior to signing of PPA. Before signing of PPA, BSNL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPDs are false/ misleading or misrepresented in any way, then the provisions contained in this NIT will be applicable.

BSNL will issue necessary go-ahead for signing of PPA, upon verification of compliance of pre-requisites by the SPD as brought out above. The PBG will be required to be submitted directly to the BSNL.

14 INTEGRITY PACT

In respect of this project, the Electrical Unit, BSNL CO New Delhi, would be monitoring internally the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with the Developer, as per **Format**. The followings are the names of Internal Monitor(s)/representative in terms of Integrity Pact (IP):

- a) **Sh. Mara Kocho, GM(EW), E-Mail Id: gmewco@gmail.com**
- b) **Sh. Lokesh Kumar, DGM(EW), E-Mail Id: agme2bsnlco@gmail.com**

The above-mentioned IMs are authorized to examine/consider all references made to it under this tender/Contract. The contractor, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designed Nodal Officer in BSNL or directly with the IM at BSNL office at following Address:

Bharat Sanchar Nigam Limited
Room No.02, IR Hall, BSNL Corporate Office, Janpath, New Delhi-110001, India

Kind Attn.: DGM(EW)
Telephone No.: 011-23736527
Fax No.: -
E-mail: - agme2bsnlco@gmail.com

The Internal Monitor (IM) has the right to access without restriction all Project documentation of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality.

15 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

15.1 The Bidder shall provide complete information in their bid in reference to this NIT about its promoters and upon issuance of LOI, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with BSNL.

15.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to NIT till the execution of the PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid-up share capital) shall not change from submission deadline of response to NIT up to one year after the COD of the Project, except with the prior approval of BSNL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

- i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
- ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
- iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
- iv. Transfer of shares within the members of Immediate Promoter Group only.
- v. Transfer of shares to IEPF.
- vi. Issue of Bonus Shares.

15.3 In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

15.4 In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year after the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

15.5 In the case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid-up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.

15.6 Any change in the shareholding after the expiry of 01 year after COD can be undertaken with

the prior approval of the BSNL.

16 **INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO NIT**

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single response to NIT. Detailed Instructions to be followed by the bidders for online submission of response to NIT are stated at Annexure – B. Submission of bid proposals by Bidders in response to NIT shall be in the manner described below:

- i. Covering Letter as per **Format**.
- ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original.
- iii. Bank Guarantee against **Earnest Money Deposit (EMD)** as per **Format 7A**
- iv. Board Resolutions, duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to NIT and in the event of selection of the Projects and to sign the PPA with BSNL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
- v. In the case of a Consortium, the Consortium Agreement between the Members in the Consortium along with Board resolution from each Member of the Consortium for participating in Consortium.
- vi. Format for Financial Requirements along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
- vii. Undertaking regarding no willful default and no major litigation pending.
- viii. A disclosure statement regarding participation of any related companies in the bidding process.

ix. Attachments

- i. Memorandum of Association (MoA), Article of Association (AoA) of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.

In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.

If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.

- ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
- iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/Company Secretary as on a date within 30 days prior to the last date of bid submission. BSNL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that NIT conditions have been complied with and the bidder will ensure submission of the same within the required timelines.
- iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2021-22/2020-21, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
- v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

17 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

- 17.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 17.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of NIT.
- 17.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to NIT, in any manner whatsoever, BSNL reserves the right to reject such response to NIT and/or cancel the Letter of intent, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidders shall be solely responsible for disqualification based on their declaration in the submission of response to NIT.
- 17.4 If the event specified at **Clause 17.3** is discovered after the Effective Date of PPA,

consequences specified in PPA shall apply.

- 17.5 Response submitted by the Bidder shall become the property of the BSNL and BSNL shall have no obligation to return the same to the Bidder.
- 17.6 All documents of the response to NIT (including NIT and subsequent Amendments/ Clarifications/ Addenda, PPA) submitted online must be digitally signed by the person authorized by the Board.
- 17.7 The response to NIT shall be submitted as mentioned in **Clause 19** Section 3 (Part B) of the NIT. No change or supplemental information to a response to NIT will be accepted after the scheduled date and time of submission of response to NIT. However, BSNL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to NIT.
- 17.8 All the information should be submitted in English language only. In case of bidders or their foreign affiliate having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 17.9 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 17.10 Response to NIT that are incomplete, which do not substantially meet the requirements prescribed in this NIT, will be liable for rejection by BSNL.
- 17.11 Response to NIT not submitted in the specified formats will be liable for rejection by BSNL.
- 17.12 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 17.13 Non-submission and/ or submission of incomplete data/ information required under the provisions of NIT shall not be construed as waiver on the part of BSNL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- 17.14 Only **New Delhi** shall have exclusive jurisdiction in all matters pertaining to this NIT.

18 **NON-RESPONSIVE BID**

The response to NIT submitted by the bidder along with the documents submitted **online** to BSNL shall be scrutinized to establish “**Responsiveness of the bid**”. Each bidder’s response to NIT shall be checked for compliance with the submission requirements set forth in this NIT.

Any of the following conditions shall cause the Bid to be “**non-responsive**”:

- (a) Non-submission of the requisite Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to NIT not received by the due date and time of bid submission.
- (c) Any indication of tariff in any part of response to the NIT, other than in the financial bid.

- (d) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (e) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/Affiliate/Group Companies have submitted more than one response to this NIT, then all these bids submitted shall be treated as non-responsive and rejected.

NB: In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

19 METHOD OF SUBMISSION OF RESPONSE TO NIT BY THE BIDDER

19.1 Documents to be Submitted Offline (in Original)

As per Section 2, Clause 4

The bidding envelope shall contain the name of the work and following sticker “**Selection of Solar Power Developers for Setting up of Grid-Connected Rooftop Solar PV Projects on BSNL buildings under RESCO mode through Tariff-Based Competitive Bidding.**”

Name of Work	Selection of Solar Power Developers for Setting up of Grid-Connected Rooftop Solar PV Projects on BSNL buildings under RESCO mode through Tariff-Based Competitive Bidding
Cumulative Capacity of the projects applied for	_____MWp
No. of Projects bid for States	
NIT Reference No	
Submitted by	(Enter Full name and address of the Bidder)
Organization ID on CPP portal	(Enter the ID)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid submitted to	Executive Engineer (E) BSNL Electrical Division - II Eastern Court, Janpath, New Delhi

19.2 Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to NIT as stated as **Annexure-B** of the NIT. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the forms.

All documents of the response to NIT submitted online must be digitally signed and uploaded on the website, <https://eprocure.gov.in/eprocure/app> which should contain the following:

I. Technical Bid (First Envelope)

The Bidder shall upload single technical bid containing scanned copies of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- a. Formats as elaborated in Clause 16 of the NIT.

- b. All attachments elaborated in Clause 16 of the NIT, under the sub-clause ix: Attachments, with proper file names.
- c. All supporting documents regarding meeting the eligibility criteria.
- d. Scanned Copies of EMD submission as mentioned in Bid Information Sheet.

The Bidder will have to fill the Electronic Form provided at the CPP portal as part of Technical Bid.

II. Financial Bid (Second Envelope)

As per section 2, clause 4.2

20 **VALIDITY OF THE RESPONSE TO NIT**

The Bidder shall submit the response to NIT which shall remain valid up to **120 days** from the date of opening of tender. However individual site allocation/PPA signing may be done upto 1 year from award of work. BSNL reserves the right to reject any response to NIT which does not meet the aforementioned validity requirement.

21 **BID PREPARATION COST**

The Bidder shall be responsible for all the costs associated with the preparation of the response to NIT and participation in discussions and attending pre-bid meeting(s) etc. BSNL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

22 **CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS**

- 22.1 Clarifications/ Doubts, if any, on NIT documents may be emailed.
- 22.2 BSNL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and BSNL's response will be uploaded in the CPP portal <https://eprocure.gov.in/eprocure/app>. If necessary, amendments, clarifications, elaborations shall be issued by BSNL which will be notified on BSNL/ CPP web site. No separate reply/ intimation will be given for the above, elsewhere.
- 22.3 A Pre-Bid Meeting shall be held (if required) (Venue to be notified later on BSNL's website).
- 22.4 Enquiries/ Clarifications up to award of contract may be sought by the Bidder from following point of contacts in BSNL.

Name of the Authorized person of BSNL, ED-II New Delhi	Contact Details
Sh. Yogesh Kumar Sharma EE(E)	Phone (Off): 011-23329552[between 10:00 hrs. to 17:30 hrs. on working days] Email: eeebsnled3@gmail.com
Sh. I.P. Garg SDE (EP)(Phone (Off): 011-23319560[between 10:00 hrs. to 17:30 hrs. on working days] Email: eeebsnled3@gmail.com

- 22.5 Bidders/SPDs may contact BSNL's following points of contact for inquiries, clarifications, or authorizations after issuance of LOI, during execution stage and after Project Commissioning:

Name of the Authorized person of BSNL	Contact Details
Mara Kocho GM(EW)	Phone (Off): 011-23736527 Email: gmewco@gmail.com
Lokesh Kumar DGM(EW)-1	Phone (Off): 011-23736527 Email: agme2bsnlco@gmail.com

23 RIGHTS OF BSNL TO REJECT A BID

BSNL reserves the right to reject any or all of the responses to NIT or cancel the NIT or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to BSNL’s account), without any interest, and EMD submitted by the Bidders shall be returned to the respective Bidders (if applicable).

24 POST AWARD COMPLIANCES

Timely completion of all the milestones i.e. Signing of PPA, meeting Conditions, subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. BSNL shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with SPD by BSNL for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of NIT and PPA must be timely submitted by the SPD.

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

1. DEFINITIONS

- 1.1. **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments, and substitution from time to time.
- 1.2. **"AFFILIATE"** shall mean a company that, directly or indirectly,
- i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.
- 1.3 **"B.I.S."** shall mean specifications of Bureau of Indian Standards (BIS).
- 1.4 **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the NIT issued by BSNL.
- 1.5 **"BIDDER"** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;
- 1.6 **"BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this NIT under a Consortium Agreement.
- 1.7 **"BID CAPACITY"** shall mean aggregate project capacity of the Solar PV Power Project(s) as proposed by the Bidder.
- 1.8 **"CAPACITY UTILIZATION FACTOR or CUF"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$.

It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.

- 1.9 **"CEA"** shall mean Central Electricity Authority.
- 1.10 **"CHARTERED ACCOUNTANT"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

For Bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

- 1.11** “**BSNL**” shall mean the BSNL and/or its organization authorized to sign the PPA with the SPD.
- 1.12** “**COMPANY**” shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
- 1.13** “**COMMERCIAL OPERATION DATE (COD)**” shall mean as defined in PPA.
- 1.14** “**CONTRACTED CAPACITY**” shall mean the AC capacity in kW/MW contracted with the BSNL for supply of power by the SPD to the BSNL at the Delivery Point from the Project, based on which the PPA is executed with the BSNL.
- 1.15** “**CONTRACT YEAR**” shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
- i. In the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
 - ii. Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.
- 1.16** “**CONTROL**” shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
- 1.17** “**CONTROLLING SHAREHOLDING**” shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
- 1.18** “**DAY**” shall mean calendar day.
- 1.19** “**EFFECTIVE DATE**” shall mean the date of signing of the Power Purchase Agreement (PPA) executed by both the parties.
- 1.20** “**EQUITY**” shall mean Net Worth as defined in Companies Act, 2013.
- 1.21** “**GROUP COMPANY**” of a Company means
- i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
 - ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

- iii. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- iv. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- v. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

- 1.22 “**IEC**” shall mean specifications of International Electro-Technical Commission.
- 1.23 “**INTER-CONNECTION POINT/ DELIVERY/ METERING POINT**” shall be the single point, at a location mutually agreed by the SPD and BSNL, in line with applicable regulation/ rules where Solar Power is delivered by the SPD from the Project to the BSNL.
- 1.24 “**JOINT CONTROL**” shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid-up share capital).
- 1.25 “**LEAD MEMBER OF THE BIDDING CONSORTIUM**” or “**LEAD MEMBER**”: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed until 01 (one) year after the Commercial Operation Date (COD) of the Project.
- 1.26 “**Letter of intent**” or “**LOI**” shall mean the letter issued by Bharat Sanchar Nigam Limited (BSNL) to the selected Bidder for award of the cumulative Project capacity.
- 1.27 “**LIMITED LIABILITY PARTNERSHIP**” or “**LLP**” shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 1.28 “**MEMBER IN A BIDDING CONSORTIUM**” or “**MEMBER**” shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.
- 1.29 “**MONTH**” shall mean calendar month.
- 1.30 “**NET-WORTH**” shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.

- 1.31** **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 1.32** **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid-up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
- 1.33** **“PROJECT”** or **“ROOFTOP SOLAR PV PROJECT”** or **“SOLAR POWER PROJECT”** shall mean a Solar Photovoltaic Project set up on a single rooftop or collection of rooftops having a single or multiple metering point(s). The Project capacity shall range between (and including) 20 kW and 100 kW. The Project shall include all units/modules, auxiliaries and associated facilities, structures, equipment, plant and machinery, facilities and related assCPP required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power.
- 1.34** **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed.
- 1.35** **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the PPA.
- 1.36** **“PROJECT DEVELOPER”** or **“DEVELOPER”** or **“SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by BSNL (through a competitive bidding process) {in case of the Successful Bidder/Bidding Consortium itself executing the Project}, or the SPV formed by the selected bidder/consortium for the purpose of setting up of the Project and signing of PPA with the BSNL {in case of Project execution through SPV}.
- 1.37** **“RESCO”** shall mean Renewable Energy Service Companies.
- 1.38** **“RESCO MODEL”** shall mean a business model where the Project Developers set up a Rooftop Solar PV Power Project on the rooftop of a building owned by a different entity, by obtaining right to access the rooftop/leasing the rooftop with the rooftop owning entity on mutually agreed terms and conditions, and enters into the PPA with rooftop owner / DISCOM / others for supply of Solar power for the term of the PPA. The Project Developer is responsible for construction, commissioning, ownership and operation of the Project for the entire term of the PPA at its own risk and cost.
- 1.39** **“ROOFTOP SOLAR PV”** or **“SOLAR PV”** shall mean solar PV array/system installed on the flat /inclined roof of the building/elevated platform on metallic or concrete structure minimum 10 feet above ground level/Ground mounted system (in the places where sufficient shadow free rooftop area is not available.) In such instance up to 40% Solar PV array/system capacity can be accommodated on nearby unutilized land subject to the BSNL’s approval.
- 1.40** **“NIT”** or **“NIT DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by BSNL including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof, vide NIT No.

- 1.41 “**SCHEDULED COMMISSIONING DATE**” or “**SCD**” shall be the date as indicated in Clause 9 of the NIT.
- 1.42 “**SELECTED BIDDER**” or “**SUCCESSFUL BIDDER**” shall mean the Bidder selected pursuant to this NIT to set up the Project and supply electrical output as per the terms of PPA.
- 1.43 “**SOLAR PV PROJECT**” or “**SOLAR POWER GENERATING SYSTEM/ STATION**” or “**ROOFTOP SOLAR PV PROJECT**” shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.
- 1.44 “**TOE**” shall mean Tender Opening Event.
- 1.45 “**ULTIMATE PARENT**” shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid-up share capital, either directly or indirectly in the Parent and Affiliates.
- 1.46 “**WEEK**” shall mean calendar week.
- 1.47 “**ZONE**” shall mean the grouping of States and Union Territories of India as brought out in Clause 6.1 of the NIT.

2 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to **Clause 4 of Section-1** i.e., detailed NIT.
- 2.2 Bidder is expected to obtain clearance from Reserve Bank of India, wherever applicable.
- 2.3 The Bidder must furnish the documentary evidence to meet the eligibility conditions laid down in general, technical, and financial qualification criteria.

3 COST OF BIDDING

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

4 DOCUMENTS REQUIRED

- 4.1 A detailed list of services required to be provided by the bidder, 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 CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in

writing by Fax & by email (both) to tender inviting authority as indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives latest upto 5 days before opening of the NIT. Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. (Format for submission of queries in Excel sheet only).

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

6 AMENDMENT OF BID DOCUMENTS

- 6.1 BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified in writing by e-mail or by Addendum through e-tendering portal to all prospective bidders on the address intimated at the time of purchase of the bid document from BSNL 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, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

7 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) EMD/Bid Security furnished in accordance with Clause 12 Section-3 (Part B).
- c) A Bid form and price schedule completed in accordance with Clause 8 & 9.

8 BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the details to be provided along with the prices as per Format

9 BID PRICES – Not applicable

10 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 **or whichever is required as per eligibility 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 and/or owned by women, proof in this regard also need to be submitted.
 - b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1.

- c) Power of Attorney as per Clause 12 Section-3 (Part B).3 (a) and (d) of this Section and authorization for executing the power of Attorney as per Clause 12 Section-3 (Part B).3 (b) or (c) of this Section.
- d) Documentary proof of GST registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ LoI/signing of contract, if declared successful.
- e) Certificates from all Directors/ Partners of the bidder Company/firm stating that none of their near relatives are working in BSNL in accordance with Clause 33 of this Section.
- f) Certificate of incorporation / Registration
- g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.

10.2 Documentary evidence for financial and technical capability.

- (a) The bidder shall furnish the audited Annual Report for last two financial years & IT Returns (i.e. 2019-20 and 2020-21) and a certificate from its bankers to assess its solvency/financial capability to the tune of 30% of annual estimated cost of tender.
- (b) The bidder shall furnish documentary evidence about Job capability necessary to perform the contract.

11. DOCUMENTS ESTABLISHING SERVICES' CONFORMITY TO BID DOCUMENTS

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

11.2 The documentary evidence of the "services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

A Clause-by-Clause compliance on the Purchaser's Job Specifications and Commercial Conditions demonstrating substantial responsiveness to the Job Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Job Specifications and Commercial Conditions shall be given by the bidder. A bid without Clause-by-Clause compliance of the Scope of Work, Section 3, General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions (**Section-5 Part A, B**) shall not be considered.

12. BID SECURITY / EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section- 1 (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) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits and fails to accept AWO/ LoI& submit required performance security or fails to obey any of the contractual obligations after being awarded work; 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 BSNL 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 and 12.2 shall be rejected by BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process)

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 BSNL pursuant to **Clause 13**.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity/sites.

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 AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with Clause 29.

13. PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for the period specified in Clause 3 of Tender Information. A bid valid for a shorter period and if on pointing out by BSNL for same, the bidder does not undertake to make his bid valid for required duration, then the bid shall be rejected by BSNL and treated as non-responsive.

13.2 In exceptional circumstances, BSNL 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 Section-3 (Part B) shall also be suitably extended. The bidder may refuse the aforesaid request without risk of forfeiture of its bid security. A bidder accepting the request and granting an extension will not be permitted to modify its bid.

14. FORMAT AND SIGNING OF BID

- 14.1 The bidder shall submit his bid online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures by the authorized person and then uploaded on e-tender portal. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 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 manually 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. In case, authorized signatory of the bid (i.e. PoA holder) is different than the person who submits the online bids using digital signatures certificate (DSC), then the power of Attorney should also include the name of this person submitting online bids on e-tender portal.

15. SEALING AND MARKING OF BIDS

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

15.1.1 The bids are being called under Single Stage Bidding & Two stage opening using two Envelope System.

15.1.2 The details of sealing & marking of bids in each case of Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a single envelope - **NOT APPLICABLE FOR THIS TENDER.**

15.1.3 In Single stage bidding & two envelopes system the bidder shall submit his bid online in two electronic envelopes; (**Refer Section-4 Part C**)

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per Clause 2 & 10 with Bid Security as per Clause 12 Section-3 (Part B). Second envelope will be named as financial bid containing Price Schedules as per Section 9 Part B.

15.2 a) The offline envelope shall be addressed to the purchaser inviting the tender:
Executive Engineer (E) Bharat Sanchar Nigam Limited, ED-II, New Delhi.

- b) The offline envelope shall bear the name of the tender, the tender number and the words '**DO NOT OPEN BEFORE**' (due date & time).
- c) The inner and outer offline envelopes (in case of manual tendering process) 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) Offline envelope 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 delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to -----at the venue (address is given in Clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening O/o **Executive Engineer (E) Bharat Sanchar Nigam Limited, ED-II, New Delhi** at specified time & date as stated in NIT.

If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on BSNL website, e-tender portal(as the case may be).

15.3 If both the envelopes are not submitted as required at para 15.1 and 15.2, the bid shall be rejected.

16. SUBMISSION OF BIDS

16.1 Bids must be submitted online only by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.

16.2 BSNL 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 BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

17. LATE BIDS

No bid shall be accepted after the specified deadline for submission of bids prescribed by BSNL.

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 (in case of e-tendering) & physically (in case of manual bidding process) as per Clause 15.

18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY BSNL

- 19.1 BSNL shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 7 of DNIT(Section-1) on due date.
- 19.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).
- 19.3 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.4 Name of envelopes to be opened & information to be read out by Bid Opening Committee

- (i) In Single stage bidding & single stage Opening (single envelope) system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT-
(NOT APPLICABLE FOR THIS TENDER)
- (ii) In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to **Executive Engineer (E) Bharat Sanchar Nigam Limited, ED-II, New Delhi** in circle/ BA/ SSA offices (as applicable) for retention.

Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.

The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

- (iii) The following information should be read out at the time of Techno-commercial bid opening:-
- a) Name of the Bidder
 - b) Name of the item
 - c) EMD amount & validity and acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.
- (iv) The following information should be read out at the time of Financial bid opening:-
- a) Name of the Bidder
 - b) Name of the item
 - c) Prices quoted in the bid
 - d) Discount, if offered
 - e) Taxes & levies

(Information as per electronic forms shall be populated as comparison chart on e- tender system and no information shall be read out)

19.5 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. CLARIFICATION OF BIDS

20.1 To assist in the examination, evaluation and comparison of bids, BSNL may, at its discretion, ask the bidder for the clarification of its bid. The request for 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 technical bid is found wanting, the offer is liable to be rejected at that stage. However, BSNL at its discretion may call for any clarification regarding the bid document within the stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION

21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points.

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

21.4 Prior to the detailed evaluation pursuant to Clause 21, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For the purposes of these Clauses, a substantially responsive bid is one which confirms all the terms and conditions of the Bid Documents without material deviations. BSNL'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 BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

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

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS -

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this NIT. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

22.1 Techno-Commercial Evaluation of Bidders (Step 1)

22.1.1 Bid opening (online) will be done only after the deadline for submission of documents offline.

For e.g., if the bid submission deadline is 18:00 hrs on 05.07.2022, the online bid opening will be conducted on 08.07.2022. In case the above deadline being a holiday, the bids will be opened on the next working day.

22.1.2 Documents (as mentioned in the previous clause) received after the bid submission deadline as specified by BSNL, shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.

22.1.3 Subject to Clause 23 of the NIT, BSNL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the NIT. During the examination of the bids, BSNL may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by BSNL within 07 (seven) days from the date of such intimation from BSNL. All correspondence in this regard shall be made through email/ CPP portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. BSNL shall not be responsible for rejection of any bid on account of the above.

22.1.4 The response to NIT submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the NIT.

22.1.5 **As per clause 3, Section -3 Part A**, a bidder can submit a single bid offering a minimum quantum of Contracted Capacity of 200 kW and a maximum quantum of 2.5 MW with each project size being in between 20 kWp to 100kWp only. However, under intimation to BSNL, successful bidders can take up projects of capacity less than 20 kWp at their consensus discretion subject to respective State/UT regulation.

22.2 Financial Bid Evaluation (Step 2)

22.2.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “Fixed Tariff”, quoted by the Bidder in the **Electronic Form of Financial Bid**.

22.2.2 Second Envelope (containing Fixed Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the NIT.

22.2.3 For each State. the Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff in Indian Rupee per kWh for all the Projects applied for. **The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only**. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g., if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

22.2.4 There is no limit for the tariff to be quoted.

22.2.5 In this step, evaluation will be carried out for the cumulative Project capacity, separately for each state within the maximum capacities as mentioned in table below, based on the tariff quoted by Bidders.

Sl. No.	Circle	State	Max. SPV Cap (bidder can quote in kWh)
1	Andaman & Nicobar	Andaman & Nicobar	100
2	NE2	Arunachal Pradesh	100
3	Assam	Assam	100
4	Bihar	Bihar	300
5	Chattisgadh	Chattisgadh	700
6	Himachal Pradesh	Himachal pradesh	100
7	J&K	J&K	100
8	Jharkhand	Jharkhand	200
9	Kerala	Kerala	200
10	NE2	Manipur	100
11	NE1	Meghalaya	100
12	NE2	Nagaland	200
13	Odhisa	Odhisa	200
14	Punjab	Punjab	800
15	Tripura	Tripura	400
16	Uttaranchal	Uttaranchal	100
17	West Bangal	West Bangal	700

22.2.6 The bidder need not necessarily bid for all the state of Solar Capacities while quoting tariff.

22.2.7 The lowest bidder (L1) will be declared for each state of solar capacities based on the lowest tariff quoted.

22.2.8 BSNL reserves the right to issue a Letter of Intent (LOI) to the firm for installation of Solar Plant in BSNL Building of any states falling under the zone/state.

22.2.9 On completion of Techno-Commercial bid evaluation, if it is found that for each State, only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of BSNL. Thereafter, BSNL will take appropriate action as deemed fit.

- 22.2.10 For each state, based on the fixed tariff quoted by the bidders, BSNL shall arrange the bids in the ascending order i.e., L1, L2, L3, etc. (L1 being the lowest quote). Work orders will be issued for each state separately.
- 22.2.11 If the fixed tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.....
- 22.2.12 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation, for a single Zone.

For e.g. (Shortlisting of Bidders for L1 matching and selection of successful bidder):

Total bid capacity of techno-commercially shortlisted bidders under a state = 7MW

So. No.	Techno Commercially qualified Bidder	Rank Based on quoted tariff	Capacity (MW)	Techno-Commercially qualified bidder	Eligible capacity for award	Number of Shortlisted bidders	Shortlisted Bidders for L1
1	B3	L1	2	5	6MW	5	B3
2	B5	L2	1				B5
3	B1	L3	1.2				B1
4	B4	L4	0.8				B4
5	B2	L5	1				B2
6	B7	L6	0.5				B7
7	B6	L7	0.5				B6

23 L-1 Matching and Selection of Successful Bidders

- 23.1 For each State, the Bidder quoting the lowest tariff (L1 tariff) will be identified and shall be declared as the Successful Bidder. In case of multiple Bidders quoting the L1 tariff, all such Bidders (“L1 Bidders”) will be declared as Successful Bidders.
- 23.2 For each state, the Bidders other than the L1 Bidder(s) will be given a period of 7 days to match the L1 tariff. In case a Bidder wishes to match the L1 tariff, such matching shall be communicated to BSNL only through email. The 7-day period shall commence from the date on which the L1 tariff is intimated to all the eligible Bidders (through email), and will culminate at 11:59:59 PM of the 7th day after such intimation by BSNL. For example, in case BSNL intimates the L1 tariff on 05.10.2022, the above deadline for L1 matching shall expire at 11:59:59 PM on 12.10.2022. Any communication after the expiry of the above deadline will not be entertained, and decision taken by BSNL in this regard shall be final and binding on all parties.

Note: Matching of the L1 Tariff does not guarantee the allotment of the capacity quoted by the Bidder. The capacity allocation will be done based on the price quoted by the Bidders in their financial bid as elaborated in Clause 23.3 below.

- 23.3 For each state, for the remaining capacity (if any) subsequent to allocation of the capacity as per Clause 23.1, the ranking of the bidders shall be modified based on the Bidders matching of L1 tariff in line with Clause 23.2. In other words, the Bidders (L2 onwards) matching the L1 Tariff shall be arranged in ascending order of the price quoted by them in their financial bid.
- 23.4 For each state, Successful Bidders, other than the L1 bidder, shall be those Bidders (L2 onwards in

line with ranking done as per Clause 23.3) who are eligible for allotment of remaining capacity (if any, pursuant to allocation as per Clause 23.1) till the total capacity to be allocated in that particular state is exhausted.

23.5 Further, subject to the capacity to be allocated in each state, in case of partial capacity allotment to the last Successful Bidder, the Bidder shall have an option to refuse such partially allocated capacity and, in this case, the EMD submitted by such Bidder shall be returned along with the unsuccessful Bidders. Bidder should intimate such refusal to BSNL within 7 days of issuance of the LOIs, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.

23.6 At this stage, only L1 matching requests will be entertained. Transfer between state and capacity modification for a Bidder will not be taken up at this stage.

23.7 There shall be no negotiation on the quoted price/Fixed tariff between BSNL and the Bidder(s) during the process of evaluation.

24 **Issuance of LOIs**

At the end of the selection process, Letters of Intent (LOIs) will be issued to the Successful Bidders identified as per the provisions of Clause 23.

In case of a Consortium being selected as the successful Bidder, the LOI shall be issued to the Lead Member of the Consortium.

Each Successful Bidder shall acknowledge the LOI and return duplicate copy with signature of the authorized signatory of the Successful Bidder to BSNL within 07 (Seven) days of issue of LOI, failing which it will be deemed to have been accepted by the Bidder.

If the Successful Bidder, to whom the LOI has been issued does not fulfil any of the conditions specified in Bid document, then BSNL reserves the right to annul/cancel the award of the Letter of intent of such Successful Bidder.

In all cases, BSNL's decision regarding selection of Bidder based on tariff or annulment of tender process shall be final and binding on all participating bidders.

25 **Registration in CoPM (Deleted)**

26 **Inspection and Audit by the Government**

The Successful bidder shall permit BSNL to inspect the Successful bidder's site, accounts and records relating to the performance of the SPD and to have them audited by auditors appointed by the BSNL, if so, required by the BSNL any time.

27 **Debarment from Participating in BSNL's Future Tenders**

27.1 BSNL reserves the right to carry out the performance review of each Bidder/SPD from the time of submission of Bid. In case it is observed that a bidder/SPD has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the NIT, such Bidders may be debarred from participating in BSNL's any future tender for a period as decided by the competent authority of BSNL.

27.2 Any Projects which are already installed or commissioned before the issuance of LOI shall be

construed as fraudulent activity in which case Successful bidder(s)/SPD may be debarred from participating in BSNL's future tenders for a period as decided by the competent authority of BSNL. However, such locations, where there are already installed or commissioned Projects, may be used for installation of additional capacity with the prior approval of BSNL.

28. CONTACTING BSNL

- 28.1 No bidder shall try to influence BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 28.2 Any effort by a bidder to modify its bid or influence BSNL in BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

29. PLACEMENT OF ORDER

- 29.1 BSNL shall consider placement of orders on those eligible bidders whose offers have been found technically, commercially, and financially acceptable and whose products have been approved / validated by the BSNL. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 29.2 The bidder can participate for any number of states but the contract to one bidder shall not exceed 2.5MW of **total 4.5 MW** to ensure minimum two bidders in the tender. The choice of states will rest with successful bidder. However, to ensure two bidders, the final award of states will be rest with competent authority.

30. BSNL'S RIGHT TO VARY QUANTITIES

- 30.1 BSNL reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work. The firm should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the work will be awarded to some other agency.
- 30.2 The decision of BSNL CO, New Delhi office on any matter connected to this matter is final binding.

31. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

32. ISSUE OF ADVANCE WORK ORDER

- 32.1 The issue of an Advance Work Order shall constitute the intention of BSNL to enter into contract with the bidder.
- 32.2 The bidder shall within 14 days of issue of the advance work order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at **Section-7B**.
- 32.3 L-1 bidder may be issued Advanced Work Order (AWO) in two stages. The first AWO shall be issued for L-1 quantity as defined in Clause above. The second AWO may be issued to L-1 bidder

only when the BSNL exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to **Clause 23 of Section 4 Part A**.

32.4 In the event of withdrawal of AWO/LOI, subsequent claim of bidder for placement of Work Order/signing of contract, shall not be entertained by this office.

33. SIGNING OF CONTRACT

33.1 The issue of Work Order (WO) shall constitute the award of contract on the bidder.

33.2 Upon the successful bidder furnishing performance security pursuant to Clause 32 of this Section, the BSNL shall discharge the bid security in pursuant to Clause 12 of this Section, except in case of L-1 bidder, whose EMBG / EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to Clause nos. 24 & 32 of this Section.

34. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clauses 32 & 33 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other bidder on its discretion or call for new bids.

35. QUALITY ASSURANCE (QA) REQUIREMENTS – As per ANNEXURE-A (Technical parameters of PV modules and various other components for use in grid connected solar power plants)

36. REJECTION OF BIDS

36.1 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 & 13.1 of Section- 4 Part A:** The bids will be rejected at opening stage if Bid security is not submitted as per Clause 12.1 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 (c) 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. – This Clause is **NOT APPLICABLE**.

d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B 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.

- 36.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in **Clause 36.1(a), 36.1(b) of Section-4 Part A**, the bidding 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.
- 36.3 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 desirous representatives of the participating bidder/companies present on the occasion.
- 36.4 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 work order against the instant tender.
- 36.5 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.

37. ACTION BY BSNL AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.

As per Appendix-1 to Section 4 Part A.

38. NEAR-RELATIONSHIP CERTIFICATE

- 38.1 The bidder should give a certificate that none of his/ her near relatives, as defined below, is working in the units where he is going to apply for the tender. In the case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled, and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 38.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 38.3 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).

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

39. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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 BSNL will take action as per Clause-1 of Appendix-1 of this Section.

Note for Tender opening Committee:

- At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.
- The documents/ papers to be submitted in respective bid part have been explicitly stated in Clause-7 of Section-4 Part A.
- This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.
- These papers will be treated as authentic one, in case of any dispute.

40. Security Clause as per latest guidelines and requirement –

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate Clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

Appendix-1 to Section 4 Part A

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
1(b) cont d.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However, on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of WO</i>	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However, on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threaten BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business up to 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL up to 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Forfeiture of EMD.

4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	<ul style="list-style-type: none"> i) Termination of WO. ii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	<ul style="list-style-type: none"> i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract	<ul style="list-style-type: none"> i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ Clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business up to 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL	
	c) for amount higher than that approved by BSNL for that service.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	

8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<ul style="list-style-type: none"> i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received. iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<ul style="list-style-type: none"> i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	<ul style="list-style-type: none"> i) Termination of contract, if any. ii) Banning of business up to 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
10 con-		iii) Take legal recourse i.e. filing recovery suite in appropriate court.

td.	b) inspite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business up to 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>i) Banning of business up to 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL up to 3 years from date of issue of banning order.</p>
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>Note 9:Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.</p>		

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

The 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. Evaluation

1.1. The evaluation process comprises the following three (3) steps:

Step I: Fulfilment of requirements of Eligibility criteria, EMD and tender fee.

Step II: Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 4 Section 1 DNIT.

Step III: Selection of Successful Bidder.

1.2. Step I - Responsiveness check of Techno-Commercial Bids

1.2.1. The Techno-Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in Clause4 of DNIT

1.2.2. Any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of BSNL.

- a. Bids that are incomplete i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution as per Clause 5, format for disclosure, valid EMD;
- b. Bid not signed by authorized signatory and / or stamped in the manner indicated in this Bid Document;
- c. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Qualification Requirements;
- d. Information not submitted in formats specified in the Bid Document
- e. Bid not providing information/ document to satisfy Qualification Requirements;
- f. Bidder not meeting the criteria mentioned in Clause4 of Section 1 DNIT of this Document.
- g. A Bidder submitting more than one Bid for the same state
- h. Bid validity being less than that required as per Clause 13Section 4A of this Bid Document;
- i. Bid being conditional in nature.
- j. Bid not received (Electronic and offline) by due date and time as specified in Clause 6 of DNIT;
- k. More than one Bidding Company using the credentials of the same Parent /Affiliate;
- l. Bidder delaying in submission of additional information or clarifications sought by BSNL.
- m. Bidder makes any misrepresentation of facts.
- n. Bid not accompanied by valid EMD.

1.2.3. Each Bid shall be checked for compliance with the submission requirement set forth in this Bid Document before evaluation of Bidder's fulfillment of Qualification Requirement is taken up.

1.3. Step II - Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause4 Section 1 DNIT

- 1.3.1. After ensuring EMD with respect to its amount and validity; evaluation of Bid will be carried out based on the information furnished by the Bidder as per the prescribed Formats in Section 7 and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause4 of Section 1 DNIT
- 1.3.2. Price Bid of only those bidders will be opened whose Techno-Commercial qualification requirement, prima facie meets the Qualifying Criteria. However, if at later stage it is found that Techno-Commercial bid doesn't meet the qualification criteria, bid can be rejected at sole discretion of BSNL.

1.4. Step III – Selection of Successful Bidders

- 1.4.1. Only the bids qualifying in Step II above, shall be financially evaluated for respective zone, in this stage, on basis of their quote as per Financial schedule in Section 9 Part-B.
- 1.4.2. Successful Bidder shall unconditionally accept the AWO, issued by BSNL, within 14 days of issue of AWO.
- 1.4.3. If the Successful Bidder, to whom the AWO has been issued, does not accept the AWO unconditionally, BSNL reserves the right to annul the award of the Letter of Intent to such Successful Bidder and forfeit EMD (in case of L-1 bidder).
- 1.4.4. It shall not be binding upon BSNL to accept the lowest bid as successful.
- 1.4.5. It shall not be obligatory on the part of BSNL to furnish any information or explanation for cause of rejection of Bid or part of the Bid. Notwithstanding anything stated above, BSNL reserves the right to assess the credibility, capability and capacity of the bidders and viability of the Proposal to perform the contract should circumstances warrant such an assessment in the overall interest of BSNL and Bidder shall furnish all other required documents to BSNL.
- 1.4.6. BSNL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this Bid Document and make its own judgment regarding the interpretation of the same. In this regard BSNL shall have no liability towards any Bidder and no Bidder shall have any recourse to BSNL with respect to the selection process.
- 1.4.7. BSNL shall evaluate the Bids using the evaluation process specified above, at its sole discretion.
- 1.4.8. BSNL's decision in this regard shall be final and binding.

Section- 4 Part C

E-tendering Instructions to Bidders

Note :The instructions given below are CPP’s e-tender portal-centric and for e-tenders invited by MM cell, BSNL, C.O. only. E-Portal address and the according references/Clauses may be suitably modified in this Section as applicable from time to time.

General

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

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

For conducting electronic tendering, BSNL HQ is using the portal (URL of e-tender portal).

1. Broad outline of activities on e-tender portal from Bidders prospective

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

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

3. Digital Certificates

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

4. Registration

To use the Electronic Tender® portal (URL of e-tender portal), vendor needs to register on the portal (if not already registered). 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.

Pay Annual Registration Fee if applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact Helpdesk (as given below), to get your registration accepted/activated.

5. Bid related Information for this Tender (Sealed Bid)

Bidders should refer to User Manual for SO (Supplier Organization) in USER GUIDANCE on (URL of e-tender portal).

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder’s responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid

data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

NOTE 2: In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

6. Offline Submissions:

The bidder is requested to submit the following documents offline to **Executive Engineer (E) Bharat Sanchar Nigam Limited, ED-II, New Delhi** 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).

- i. EMD-Bid Security in Original.
- ii. DD/ Bankers cheque against payment of tender fee.
- iii. Power of attorney in accordance with Clause 12 Section-3 (Part B).3 of Section-4 Part A.
- iv. Integrity Pact(if applicable).**
- v. Sealed pass-phrases

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://etenders.gov.in/e procure/app>) URL of e-tender portal), and go to the User-Guidance Center

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

SECTION-5 Part A
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the BSNL for the procurement of goods/ services.

2. INTELLECTUAL PROPERTY RIGHTS

The supplier shall indemnify the BSNL against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

3. PERFORMANCE SECURITY

3.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the BSNL for an amount equal to 5% of the value of Advance Work Order/ LoI, within 14 days from the date of issue of Advance Purchase Order by the BSNL.

3.2 The proceeds of the performance security shall be payable to BSNL as damages resulting from the supplier's failure to complete its obligations under the contract.

3.3 The performance security Bond shall be in the form of either FD/DD in favour of **authority authorized by BSNL** or in form of Bank Guarantee issued by a scheduled Bank in India and in the proforma provided in 'Section-7B of this Bid Document.

3.4 The performance security Bond will be discharged by BSNL after completion of the supplier's performance obligations including any warranty obligations under the contract.

3.5 The performance security deposit with the BSNL will be considered for adjustment against penalties, any other statutory levies and any loss to BSNL properties, if any reported, at the time of final conclusion of the contract and final settlement of account.

3.6 In case it is found that a bidder has submitted a fake/ forged bank instrument towards performance security deposit (say PBG), then, actions as per clause 1 (a) of Appendix -1 to Section 4 Part-A shall be applicable.

4. DELETED

5. DELETED

6. DELETED.

7. DELETED

8. DELETED

9. **DELETED**
10. **PAYMENT TERMS- Refer Section-2.**
11. **DELETED**
12. **DELETED**
13. **DELETED**
14. **DELETED**
15. **DELAYS IN THE SUPPLIER'S PERFORMANCE- Refer Section-2.**
16. **PENALTY-- Refer Section-2.**
17. **FORCE MAJEURE**
 - 17.1 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 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any 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 BSNL 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 60 days, either party may, at its option, terminate the contract.
 - 17.2 Provided, also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the Supplier at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the BSNL may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the BSNL elect to retain.
18. **ACTION BY BSNL AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**
 - 18.1 In case of default by Bidder(s)/ Vendor(s) such as

- Failure to deliver services within the time period(s) specified in the contract, or any extension thereof granted by the BSNL pursuant to clause 15 of this section;
- Failure to perform any other obligation(s) under the Contract; and
- Equipment does not perform satisfactorily in the field in accordance with the specifications;
- Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

BSNL will take action as specified in Appendix-1 of Section-4, Part-A.

19. DELETED.

20. ARBITRATION

20.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle, within 30 days of notice to settle such dispute, mutually/amicably, the same shall be referred to Arbitration as provided here under.

20.2 A party wishing to commence arbitration proceedings shall invoke 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.

20.3 The number of the arbitrators and the appointing authority will be as under :

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 Lakhs to Rs.5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empaneled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

- 20.4 Neither party shall appoint its serving employee as arbitrator.
- 20.5 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.
- 20.6 Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be avoid
- 20.7 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 up to Rs. 5 Crores.
- 20.8 **Fast Track Procedure –**
- 20.8.1 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).
- 20.8.2 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.
- 20.8.3 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 field 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.
- 20.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- 20.8.5 If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29 A shall apply to the proceedings.
- 20.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- 20.8.7 The arbitral tribunal shall make and publish the award within time

stipulated as under:

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

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

- 20.8.8 In case 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.
- 20.8.9 The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).
- 20.8.10 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.

21. SET OFF

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

22. DELETED

23. DELETED

24. DELETED

25. APPLICABLE LAWS AND COURT JURISDICTION

The Scope of Work 'or' Services, including all matters connected with this NIT/PPA/AWO/LOI shall be governed by the Indian law, both substantive and procedural, in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the NIT/Tender/AWO/LOI has been placed/issued.

26. General Guidelines:

The General guidelines as contained in General Financial Rules (GFR) as amended from time to time on works, procurement of goods and services and contract management respectively will also be referred to as guiding principles.

*****SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC).

- 1. The successful tenderer / contractor shall** submit an Indemnity bond declaration, as per Annexure-1, for indemnifying BSNL against any non-compliance by bidder to any of the applicable statutory requirements, if the work is awarded to them.
- 2. Safety of Labour and BSNL property:-**

The **successful tenderer / contractor shall** be solely responsible for payment and compensation under WC Act 1923 as in force from time to time applicable in the event of accident-causing injury/death to his workers and PGM/GM/SSA shall not be responsible in any manner.

 - 2.1** The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the labourer engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident or death of the contractor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained / accepted by the BSNL.
 - 2.2** The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards / flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
 - 2.3** Contractor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his Labourer in carrying out the work and the same shall be rectified / compensated by the contractor at his own cost.
 - 2.4** It will be sole responsibility of the contractor that the men deployed for the purpose of maintenance of the external plant with BSNL are to be trained to avoid any mishap, directly or indirectly.
 - 2.5** On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The contractor shall be bound of follow all such restrictions and just the program for execution accordingly.
 - 2.6** The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work at the cost of the contractor and payment will be settled on prorata Basis.
 - 2.7** The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.

- 2.8** The contractor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and PGM SSA shall not involve in any manner.
- 2.9** No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the contractor must comply all requirements as per applicable Law/ Acts etc.
- 2.10** The decision of PGM SSA on any matter connected to this tender is final & binding on bidder.

**SECTION-6
UNDERTAKING & DECLARATION**

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender/Bid offer are correct.
2. In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summarily.
3. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOI/ Purchase/ work order if issued and forfeit the EMD/ Performance linked Security Deposit/ PBG / Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer Along with date & Seal

6 (B) – NEAR RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the Clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is "*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 where tender is being submitted** as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.*"

Signature of the tenderer
With date and seal

OR

If the bidder has near relatives in the BSNL Unit where tender is being submitted, then they shall submit following details of those officers:

S.No	Name of the near relative	Designation	Employed in office of	Address	Mobile No.

6 (C) Certificate to be submitted by Bidders

(On Company's Letter Head)

Reference 1 : BSNL Tender Enquiry No.....issued on

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD dated 23rd February 2023 and its subsequent clarification, if any.

I, in capacity of authorized signatory of M/s.....(---Name of the company---) having Regd. office at.....being a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfil all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
(Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./-
(hereafter known as the “B. G. Amount”) valid up to/...../ 20..... (hereafter known as the “Validity date”) in favour of **AO (Cash) O/o CGM NTR BSNL New Delhi** (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

Now at the request of the Bidder, We Bank
.....Branch having
..... (Address) and Regd. office address as
(Hereinafter called “the Bank”) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due if the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid, or In case, BSNL offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not execute the PPA within the stipulated time period, or if at any stage, before or after issuance of LOI, it is found that the documents furnished by the Bidder as part of response to NIT are misleading or misrepresented in any way, or if the Bidder fails to furnish required PBG in accordance with Clause 12 Section-3 (Part B) of the NIT. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B. G. Amount”.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our

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

6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “**AO (Cash) BSNL CO” payable at New Delhi.**
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(B)
For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)
Dated:.....

Sub: Performance guarantee.

Whereas *Executive Engineer (E) Bharat Sanchar Nigam Limited, ED-II, New Delhi*.
R/o(hereafter referred to as BSNL) has issued an APO
no. Dated/...../20..... awarding the work of
..... to M/sR/o
..... (hereafter referred to as "Bidder") and BSNL has
asked him to submit a performance guarantee in favour of **authority authorized by BSNL** 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 Bank
.....Branch 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, or non-renewal of Performance Security in accordance with terms hereof, or change in ownership in breach of the Agreement, or non-submission of PBG for O&M, or any other Default under in this Agreement, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. 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 P.G. 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 "**authority authorized by BSNL**" payable at New Delhi.
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.....inrespectof..... (Item of work)
which is due to open on.....(date)intheMeetingRoom,
O/o.....

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
on behalf of the Bidder

Name of the Representative

.....

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.

7(D)
(To be submitted on Plain Paper)

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as “The Principal”

And

.....hereinafter referred to as “The Bidder/Contractor”

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws, rules and regulations, and economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order

to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti- corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically and commit any offence under Indian Penal code (IPC)/Prevention of Corruption (PC) Act.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidders/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payment made, is committed to or intends to make to agents, brokers or any other in connection with the award of the contract.

(f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to Independent External Monitors (IEMs) and shall wait for their decision in the matter.

(g) To disclose and transgression with any other company that may impinge on the anti corruption principle.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure in BSNL Procurement Manual, which is in- force on the date of Publication of tender.

Section 4 – Compensation for Damages

(i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(j) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to liquidated damages (LD) of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee (PBG) in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the CMD BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractor(s) /Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on “Non-Disclosures of Confidential Information” and of “Absence of Conflict of Interest”. In case of

any conflict of interest arising at a later date, the Independent External Monitor (IEM) shall inform CMD BSNL and recuses himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

For the Principal
Place.....
.....
Date
.....

For the Bidder/Contractor
Witness 1 :

Witness 2 :

SECTION- 8

Tenderer’s Profile

Tenderer / Bidder’s Profile & Questionnaire (To be filled in and submitted by the bidder)

Bidder’s profile & Questionnaire.

- 1. Name of the Individual/ Firm:
- 2. Present Correspondence Address

Telephone No. Mobile No. FAX No.

- 3. Registered Office

Telephone No. Mobile No.

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

- 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.A

Permanent Account No. :

- 7.B GST Registration No(s).....

- 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 Delhi? 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 be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....
.....

3. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From,

.....

.....

<complete address of the BSNL>

<complete address of the Bidder>

.....

.....

.....

.....

Bidder's Reference No:.....Dated.....

Ref:Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/corrigenda / addenda Nos. dated the receipt of which is hereby duly acknowledged, 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 us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **120days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum as mentioned in section 3 (Part B) Clause 12 Section-3 (Part B).1 for the due performance of the contract.
6. If our Bid is accepted, 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/ Work 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 2023

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on Address

.....

behalf of

SECTION 9 PART-B**Financial Schedule:**

Sl. No.	Circle	State	Max. SPV Cap (bidder can quote in kWp)	SPV Cap (to be quoted by bidder in kWp)	Tariff (To be quoted by bidder in Rs/Unit)
1	Andaman & Nicobar	Andaman & Nicobar	100		
2	NE2	Arunachal Pradesh	100		
3	Assam	Assam	100		
4	Bihar	Bihar	300		
5	Chattisgadhd	Chattisgadhd	700		
6	Himachal Pradesh	Himachal pradesh	100		
7	J&K	J&K	100		
8	Jharkhand	Jharkhand	200		
9	Kerala	Kerala	200		
10	NE2	Manipur	100		
11	NE1	Meghalaya	100		
12	NE2	Nagaland	200		
13	Odhisad	Odhisad	200		
14	Punjab	Punjab	800		
15	Tripura	Tripura	400		
16	Uttaranchal	Uttaranchal	100		
17	West Bangal	West Bangal	700		

Note: The rate quoted should be inclusive of all taxes and duties i.e., GST, wheeling charges, fuel adjustment charges, net-metering charges, all levies and duties, etc. Noting extra will be paid over and above on the rate quoted.

ANNEXURE - 1
DEED OF INDEMNITY

This **DEED OF INDEMNITY** is executed on this the
....., by

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

TO AND IN FAVOUR OF

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

WHEREAS

- (a) The BSNL had invited bids *vide* their Tender Enquiry No. 10/EE/BSNL/ED-II/ND/2023-24 (hereinafter referred to as 'Tender') for the purpose of.....
.....
- (b) The Bidder had submitted its bid/ proposal dated (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (c) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The Bidder shall, in consideration of the BSNL making payment under and in accordance with the Tender Document, hereby agrees to indemnify the BSNL against any costs, loss, damages and claims from third parties or liabilities suffered by the BSNL and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfillment of required obligations during contract period.
 - b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages,

finances, penalties and cost (including legal costs and disbursements) arising from:

- I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
 - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
 - III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
2. The bidder also declares that in case the bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
 3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
 4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
 5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)

Date:

Place:

<< Name of the Bidder >>

Witness 1:

Witness 2:

ANNEXURE-2

CHECK LIST FOR THE BIDDERS

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

Documents forming part of the bid: -

Sl. No.	DOCUMENTS	Submitted / Not Submitted (If Not Applicable, reason in brief)
1	<p>Cost of the tender document (₹/-) or</p> <p>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.</p> <p>The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.</p>	
2	<p>Bid Security in the form of Bank Guarantee for ₹/- valid up to 180 days from the date of tender opening.</p> <p>Or</p> <p>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.</p> <p>The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.</p>	
3	Scanned copy of Bid Form in Section-9 Part A and Price Schedule in Section- 9 Part B duly filled up and signed.	
4	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
5	Scanned copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per Clause no. 14.3 of Section-4 Part A.	
6	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
7	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
8	Scanned copy of Credentials regarding experience as per clause 4.2	
9	Scanned copy of Documents related to financial capabilities of the bidder as per clause 4.3	

10	Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to Clause 11.2 (a) of Section-4 Part A.	
11	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
12	Scanned copy of Near Relationship Certificate as per Section 6 Part (B)	
13	Declaration that the firm is not black listed by GST Authorities agreement as per clause 4.1.2 of Section -1	
14	Letter of Authorization to attend Bid opening event	
15	Valid PAN Card	
16	Valid Goods and Services Tax Registration Certificate(s)	
17	Indemnity as per Clause-4.1.2 of Section -1.	
18	Undertaking and Declaration as per Section-6 Part A duly filled up and signed	
19	Scanned copy of attestation of the specimen signature of the authorized by the Bank as per Clause 12 Section-3 (Part B).3 Section -4 Part A.	
10	Bidder's Profile & Questionnaire as per Section-8 duly filled up and signed.	
21	Indemnity Bond as per Annexure-1.	
22	Any other supporting documents asked for in bid document.	
23	This Check list	

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

.....

Signature and Name of the Authorized signatory of the Company Company rubber stamp/seal

Place:.....

Date:.....

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the NIT. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the NIT.

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/
Lead Member of Consortium)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/Lead Member
of Consortium) _____

Tel.#: _____

Fax#: _____

E-mail address# _____

To,

Bharat Sanchar Nigam Limited
ED-II, New Delhi

Sub: Response to NIT No. dated for(Insert title of the NIT)

Dear Sir/ Madam,

We, the undersigned [Insert name of the 'Bidder'] having read, examined and understood in detail the NIT including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to BSNL, hereby submit our response to NIT.

We confirm that in response to the aforesaid NIT, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to NIT other than this response to NIT, directly or indirectly, in response to the aforesaid NIT.

OR

We confirm that in the response to the aforesaid NIT, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this NIT.

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to NIT for more than cumulative capacity of 5 MW, including this response to NIT.

We are submitting NIT for the development of the following Projects(s):

Sl. No.	Circle	State	Max. SPV Cap (bidder can quote in kWp)	SPV Cap (to be quoted by bidder in kWp)	Tariff (To be quoted by bidder in Rs/Unit)
1	Andaman & Nicobar	Andaman & Nicobar	100		
2	NE2	Arunachal Pradesh	100		
3	Assam	Assam	100		
4	Bihar	Bihar	300		
5	Chattisgadh	Chattisgadh	700		
6	Himachal Pradesh	Himachal Pradesh	100		
7	J&K	J&K	100		
8	Jharkhand	Jharkhand	200		
9	Kerala	Kerala	200		
10	NE2	Manipur	100		
11	NE1	Meghalaya	100		
12	NE2	Nagaland	200		
13	Odhisia	Odhisia	200		
14	Punjab	Punjab	800		
15	Tripura	Tripura	400		
16	Uttaranchal	Uttaranchal	100		
17	West Bangal	West Bangal	700		

1. We give our unconditional acceptance to the NIT, dated [Insert date in dd/mm/yyyy] and standard PPA document attached thereto, issued by BSNL. In token of our acceptance to the NIT and PPA along with the amendments and clarifications issued by BSNL, the same have been digitally signed by us and enclosed with the response to NIT. We shall ensure that the PPA is executed as per the provisions of the NIT and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the NIT.

2. **Earnest Money Deposit (EMD):** - (Please read Clause 15 carefully before filling)

We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee/ [Insert bank guarantee number] dated [Insert date of bank guarantee] as per

Format from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 15 of this NIT. (Strike off whichever is not applicable)

3. We hereby declare that in the event our Project capacity get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Project, within due time as mentioned in Clauses 16 & 17 of this NIT and/or we are not able to sign PPA within the timeline as stipulated in the NIT for the selected Projects, BSNL shall have the right to encash the EMD/PBG submitted by us.

4. We have submitted our response to NIT strictly as per Section 7 (Sample Forms and Formats) of this NIT, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance:-

We hereby unconditionally and irrevocably agree and accept that the decision made by BSNL in respect of any matter regarding or arising out of the NIT shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by BSNL in respect of award of Projects in line with the provisions of the NIT, shall be binding on us.

6. Familiarity with Relevant Indian Laws & Regulations: -

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to NIT and execute the PPA with the BSNL, in the event of our selection as Successful Bidder.

7. In case of our selection as the Successful Bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of NIT. Further we will submit a Board Resolution prior to signing of PPA with BSNL, committing total equity infusion in the SPV as per the provisions of NIT.

8. We are submitting our response to the NIT with formats duly signed as desired by you in the NIT online for your consideration.

9. It is confirmed that our response to the NIT is consistent with all the requirements of submission as stated in the NIT, including all clarifications and amendments and subsequent communications from BSNL.

10. The information submitted in our response to the NIT is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the NIT.

11. We undertake that the onus of locating the buildings/ rooftops and completing the other documentation like finalizing the Project report and entering into agreements with the buildings/ rooftops owners lies with us and that BSNL does not bear any responsibility in this regard.

12. We confirm that all the terms and conditions of our Bid are valid up to _____(Insert date in dd/mm/yyyy) for acceptance [i.e., a period upto the date as on 12 months from the last date of submission of response to NIT].

13. Not used.

14. **Contact Person**

Details of the representative to be contacted by BSNL are furnished as under:

Name	:
Designation	:
Company	:
Address	:
Phone Nos.	:
Mobile Nos.	:
Fax Nos.	:
E-mail address :	

15. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as our event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20....

Thanking you,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT FOR SUBMISSION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)* _____

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Bharat Sanchar Nigam Limited
ED-II, New Delhi

Sub: Response to NIT No. _____ dated _____ for _____.

Dear Sir/ Madam,

I/ We, _____ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my/ firm for a cumulative capacity of ____ MW in as Bidder for the above.

I/We have applied for Projects to be set up in Zones ____ (insert Zone nos.) under this NIT.

I/We agree that this offer shall remain valid for a period upto the date as on 12 months from the due date of submission of the response to NIT and such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Notes:

1. *If the bidder submits the financial bid in the Electronic Form at CPP portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
2. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
3. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*

4. *Tariff should be in Indian Rupee up to two decimal places only.*
5. *If the Bidder submits the financial bid containing tariff higher than the limits prescribed at Clause 35.4 for a particular Zone, the bid shall be summarily rejected.*

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

The Project selected under the NIT shall strictly adhere to the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019, and subsequent amendments and clarifications.

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. SPV MODULES

- a. The SPV modules used in the grid solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

- b. In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000 V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

2. POWER CONDITIONERS/ INVERTERS

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent Indian Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards

3. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. **AUTHORIZED TEST CENTRES**

The PV modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

5. **WARRANTY**

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

6. **IDENTIFICATION AND TRACEABILITY**

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- vi. Wattage, I_m, V_m and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7. **PERFORMANCE MONITORING**

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to BSNL or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to BSNL or BSNL or any other designated agency to the remote monitoring portal of the power plants

on a 24x7 basis.

8. SAFE DISPOSAL OF SOLAR PV MODULES

The developers will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

9. CAPACITY OF SOLAR PV PROJECTS

- i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below in the example:

Sl. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	10MW	10MW	10MW	10MW

- ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for injection of energy at the delivery point to comply with the committed energy to be supplied under the PPA is allowed.

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these NIT Documents. Submission of Online Bids is mandatory for this NIT.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Bharat Sanchar Nigam Limited (BSNL)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of CPP <https://eprocure.gov.in/eprocure/app>. This portal is based on the most 'secure' and 'user friendly' software from NIC.

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

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to 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 III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 24.1 of the NIT, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity

If bidders are unable to access CPP e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option.

TENTATIVE LIST OF BUILDINGS (ZONE-WISE) UNDER BSNL

S. No.	Name of BSNL B'ldg.	Distt	Clear Shade free Rooftop Area Available (Sq m)	circle
1	BSNL Bhawan	South Andaman	200	A&N
2	New TE Building	South Andaman	500	A&N
3	Telephone Bhawan	South Andaman	200	A&N
4	Wimberlygunj TE	South Andaman	200	A&N
5	Katihar Admin, CDOT and MW bldg	Katihar	865	Bihar
6	Saharsa Main TE and Admin Building	Saharsa	685	Bihar
7	Hajipur Main TE and Admin Building	Hajipur	385	Bihar
8	Gaya Main TE Building	Gaya	783	Bihar
9	Sitamarhi Main TE	Sitamarhi	200	Bihar
10	Motihari Main TE	Motihari	789	Bihar
11	Telephone Bhawan Burdwan	Burdwan	738.61	West Bangal
12	Suri T.E	Birbhum	202.84	West Bangal
13	Godhuli TAX	Burdwan	360	West Bangal
14	Kumarpur TE	Burdwan	288	West Bangal
15	Durgapur City center TE	Burdwan	385	West Bangal
16	Asansol GM Admin Building	Burdwan	400	West Bangal
17	Berhampore Main T.E.	Murshidabad	783.75	West Bangal
18	Islampore T.E.	Murshidabad	463.71	West Bangal
19	Jalangi T.E.	Murshidabad	207.16	West Bangal
20	Basudevpur Microwave	Murshidabad	277	West Bangal
21	Raghunathganj T.E.	Murshidabad	280	West Bangal

22	Sancharika Admin bldg	Murshidabad	537.82	West Bengal
23	Beldanga Microwave	Murshidabad	290.5	West Bengal
24	Chuapur Staff Qtr	Murshidabad	801.98	West Bengal
25	Tarakeswar TE	Hoogly	250	West Bengal
26	Dhaniakhali TE	Hoogly	207	West Bengal
27	Arambag New	Hoogly	732	West Bengal
28	Kalachhara M/W	Hoogly	240	West Bengal
29	AMLAGORA EXCHANGE	West Midinapur	342	West Bengal
30	SATBANKURA EXCHANGE	West Midinapur	244	West Bengal
31	CONTAI EXCHANGE	East Midinapur	816.55	West Bengal
32	DIGHA EXCHANGE	East Midinapur	200	West Bengal
33	MOHANPUR EXCHANGE	East Midinapur	360.56	West Bengal
34	DURGACHAK EXCHANGE	East Midinapur	870.55	West Bengal
35	JHARGRAM EXCHANGE	West Midinapur	961	West Bengal
36	DTAX Hjli EXCHANGE	West Midinapur	1117	West Bengal
37	INDA EXCHANGE	West Midinapur	999	West Bengal
38	KUIKOTA EXCHANGE	West Midinapur	453	West Bengal
39	MIDNAPUR EXCHANGE	West Midinapur	1159	West Bengal
40	KOLAGHAT EXCHANGE	East Midinapur	226.59	West Bengal
41	TAMLUK EXCHANGE	East Midinapur	920	West Bengal
42	Habra	North 24 PGS	200	West Bengal
43	Bongaon	North 24 PGS	195	West Bengal
44	Basirhat	North 24 PGS	210	West Bengal
45	Diamond Harbour	South 24 PGS	216	West Bengal
46	Krishnanagar TE Bldg	Nadia	550	West Bengal
47	Ranaghat TE Bldg	Nadia	490	West Bengal
48	Nabadwip TE Bldg	Nadia	350	West Bengal
49	Barajaguli TE Bldg	Nadia	350	West Bengal
50	Sankar Mission Staff Qtr	Nadia	750	West Bengal
51	Naksatra Bhawan Admn	Nadia	520	West Bengal
52	Jalpaiguri T.E	Jalpaiguri	912	West Bengal

53	Jalpaiguri Admn. Bldg	Jalpaiguri	336	West Bangal
54	Birpara T.E	Jalpaiguri	466.4	West Bangal
55	Banarhat T.E	Jalpaiguri	466.4	West Bangal
56	Coochbehar T.E	Coochbehar	666.45	West Bangal
57	Coochbehar Admn. Bldg.	Coochbehar	617.75	West Bangal
58	Dinhata T.E	Coochbehar	221	West Bangal
59	Malda Main TE	Malda	200	West Bangal
60	Gazol MW Bldg	Malda	250	West Bangal
61	Sadullapur MW Bldg	Malda	250	West Bangal
62	Bhalukabazar MW Bldg	Malda	250	West Bangal
63	Admn Bldg Karnajora	Uttar Dinajpur	200	West Bangal
64	Raiganj Main TE	Uttar Dinajpur	200	West Bangal
65	Dalkhola TE & MW Bldg	Uttar Dinajpur	250	West Bangal
66	Islampur TE	Uttar Dinajpur	200	West Bangal
67	Islampur MW Bldg	Uttar Dinajpur	250	West Bangal
68	Jhitkia MW Bldg	Uttar Dinajpur	250	West Bangal
69	Sonapur MW Bldg	Uttar Dinajpur	250	West Bangal
70	Balurghat Main TE	Dakshin Dinajpur	200	West Bangal
71	Balurghat RSU TE (MW Bldg)	Dakshin Dinajpur	250	West Bangal
72	Harirampur TE	Dakshin Dinajpur	200	West Bangal
73	Gangarampur MW Bldg	Dakshin Dinajpur	250	West Bangal
74	TE Bldg. Panabazar Guwahati	KAMRUP	600	Assam
75	BSNL BHAWAN (Admn. Bldg.) Panbazar Guwahati	KAMRUP	500	Assam
76	RTTC Dharapur Hostel, Guwahati	KAMRUP	576	Assam
77	CTO Bldg. Panbazar, Guwahati	KAMRUP	600	Assam
78	TE Bldg. Dispur	KAMRUP	500	Assam

79	ILT TE Bldg. Nagaon	NAGAON	600	Assam
80	Admn. Bldg. Tezpur	SUNITPUR	603	Assam
81	E-10B TE Bldg. Tinsukia	TINSUKIA	510	Assam
82	Telephone Bhawan	Kolkata	2000	CTD
83	SHIBPUR T.E	Howrah	200	CTD
84	SALKIA T.E	Howrah	200	CTD
85	SATYABALA T.E	Howrah	500	CTD
86	Khadinamore	Hoogly	200	CTD
87	Uttarpara TE	Hoogly	1000	CTD
88	Serampore TE	Hoogly	1000	CTD
89	Chinsura TE	Hoogly	1000	CTD
90	Tribeni TE	Hoogly	1000	CTD
91	Chandannagar TE	Hoogly	1000	CTD
92	Ballygunge Place TE	Kolkata	200	CTD
93	Harinavi TE	24 PGS (South)	200	CTD
94	Jadavpur T.E.Bldg(Annexe)	Kolkata	200	CTD
95	Kalighat T.E.Bldg(Annexe)	Kolkata	200	CTD
96	Jadavpur T.E.Bldg	Kolkata	1000	CTD
97	Kalighat T.E.Bldg	Kolkata	1000	CTD
98	Cossipore T.E.Bldg (New Bldg)	Kolkata	500	CTD
99	Cossipore T.E.Bldg (Old Bldg)	Kolkata	500	CTD
100	Bagbazar T.E.Bldg	Kolkata	1000	CTD
101	Sanchar Minar (staff Qtr)	Kolkata	200	CTD
102	Door Sanchar Bhawan (Admn. Bldg.)	Kolkata	200	CTD
103	Joka TE	24 Parganas (S)	200	CTD
104	Alipore TE	Kolkata	500	CTD
105	Behala TE (Ext. Bldg + Int. Bldg)	24 Parganas (S)	1000	CTD
106	Budge Budge TE	24 Parganas (S)	1000	CTD
107	Admn. Bldg. G.M. East	24 Parganas(North)	200	CTD
108	Panihati TE	24 Parganas (N)	200	CTD

109	Bhatpara TE	24 Parganas (N)	200	CTD
110	Kalyani TE	Nadia	200	CTD
111	Barrackpore TE	24 Parganas (N)	500	CTD
112	NSCBTTC, Kalyani	Nadia	1000	CTD
113	CHEELGHARI(DMA)	KANGRA	260	Himachal pradesh
114	PALAMPUR	KANGRA	250	Himachal pradesh
115	NADAUN	HAMIRPUR	220	Himachal pradesh
116	KULLU	KULLU	300	Himachal pradesh
117	MANALI	KULLU	215	Himachal pradesh
118	CHOTTASHIMLA	SHIMLA	995	Himachal pradesh
119	Baddi	SOLAN	254	Himachal pradesh
120	Solan	SOLAN	230	Himachal pradesh
121	C.G.M.T. Block-11 Shimla	SHIMLA	578	Himachal pradesh
122	C.G.M.T. Block-9 Shimla	SHIMLA	206	Himachal pradesh
123	RAIL HEAD TRIKUTA NAGAR	JAMMU	860	J&K
124	TE BLDG. BANTALAB	JAMMU	250	J&K
125	TE BLDG. NAGROTA	JAMMU	200	J&K
126	TE BLDG. TALAB-TILLO	JAMMU	250	J&K
127	T.E BARIBRAHMNA	JAMMU	500	J&K
128	T E SAMBA	SAMBA	200	J&K
129	T.E. BILLAWAR	KATHUA	200	J&K
130	M/W GAINTHALA	KATHUA	200	J&K
131	MANDA te	JAMMU	200	J&K
132	CTSD STORES (UNDER GMTD)	JAMMU	200	J&K
133	Hariparbat Exchange	SRINAGAR	200	J&K

134	Srinagar CTO Exchange	SRINAGAR	200	J&K
135	Nishat Exchange	SRINAGAR	200	J&K
136	BARAMULLA Exchange	BARAMULLA	200	J&K
137	Baramulla CSC	BARAMULLA	200	J&K
138	Sopore Exchange- ELECTRICAL	SOPORE	200	J&K
139	ANANTNAG EXCHANGE	ANANTNAG	200	J&K
140	PAHALGAM EXCHANGE	ANANTNAG	200	J&K
141	TE BUILDING LEH	LEH	500	J&K
142	NTR Bldg Udhampur	Udhampur	230	J&K
143	Sanjichat	Reasi	200	J&K
144	Doda	Doda	280	J&K
145	Main TE Ranchi	Ranchi	650	Jharkhand
146	Sector II Dhurwa, Ranchi	Ranchi	210	Jharkhand
147	Old TE Hazaribagh	Hazaribagh	591	Jharkhand
148	New TE Hazaribagh	Hazaribagh	422	Jharkhand
149	TE Ramgarh	Hazaribagh	248	Jharkhand
150	TE Jhumritileya	Hazaribagh	320	Jharkhand
151	TE Nandan Pahar	Deoghar	252	Jharkhand
152	TE Dudhani, Dumka	Dumka	316	Jharkhand
153	E-10B Saraidhela, Dhanbad	Dhanbad	869	Jharkhand
154	Auto Exchange, Raipur	Raipur	913	Chattisgad
155	MANDIR HASOD, (RAIPUR)	Raipur	275	Chattisgad
156	RASNI - ARANG, (RAIPUR)	Raipur	300	Chattisgad
157	TUMGAON (MAHASAMUND)	MAHASAMUND	275	Chattisgad
158	MAHASAMUND	MAHASAMUND	200	Chattisgad
159	BAGBAHARA (MAHASAMUND)	MAHASAMUND	275	Chattisgad

160	TENDUKONA (MAHASAMUND)	MAHASAMUND	200	Chattisgadh
161	JHALAP (MAHASAMUND)	MAHASAMUND	200	Chattisgadh
162	PITHORA (MAHASAMUND)	MAHASAMUND	275	Chattisgadh
163	SANKRA (JONK) (MAHASAMUND)	MAHASAMUND	200	Chattisgadh
164	BASNA (MAHASAMUND)	MAHASAMUND	200	Chattisgadh
165	MAHALPARA, (SDO OFFICE) SARAIPALI (MAHASAMUND)	MAHASAMUND	200	Chattisgadh
166	TE Bhathapara	Raipur	650	Chattisgadh
167	TE BALODABAZAR.	Baloda Bazar	350	Chattisgadh
168	MAHASHWETA COLONY, BHATAPARA, (RAIPUR)	Raipur	650	Chattisgadh
169	T E NEORA, (RAIPUR)	Raipur	500	Chattisgadh
170	T E SIMGA, (RAIPUR)	Raipur	250	Chattisgadh
171	T E KHARORA, (RAIPUR)	Raipur	220	Chattisgadh
172	T E LAWAN, (RAIPUR)	Raipur	200	Chattisgadh
173	T E KASDOL, (RAIPUR)	Raipur	275	Chattisgadh
174	T E BILAIGARH, (RAIPUR)	Raipur	275	Chattisgadh
175	TE New Rajendra Nagar , RAIPUR.	Raipur	270	Chattisgadh
176	C T O, RAIPUR	Raipur	350	Chattisgadh
177	TATIBANDH, RAIPUR	Raipur	200	Chattisgadh
178	MANA, RAIPUR	Raipur	200	Chattisgadh
179	CIVIL LINE RSU	Raipur	300	Chattisgadh
180	URLA CTSD.	Raipur	1127	Chattisgadh
181	DHAMTARI MBM.	Raipur	323	Chattisgadh
182	ABHANPUR.	Raipur	275	Chattisgadh
183	KURUD.	Raipur	275	Chattisgadh
184	NAGRI.	Raipur	275	Chattisgadh
185	GARIYBAND.	Raipur	215	Chattisgadh
186	NAYAPARA RAJIM.	Raipur	275	Chattisgadh
187	Max-I Durg	Durg	1304	Chattisgadh

188	MW Bldg. Durg	Durg	513	Chattisgadh
189	DTO BHILAI	DURG	350	Chattisgadh
190	SECTOR-6	DURG	200	Chattisgadh
191	DHAMDHA	DURG	337	Chattisgadh
192	BORAI.	DURG	132	Chattisgadh
193	PATAN.	DURG	275	Chattisgadh
194	BEMETARA	BEMETARA	251	Chattisgadh
195	BALOD.	BALOD.	264	Chattisgadh
196	M/W RAJNANDGAON	RJN	520	Chattisgadh
197	DONGARGAON	RJN	215	Chattisgadh
198	CHHURIYA	RJN	225	Chattisgadh
199	CHICHOLA	RJN	214	Chattisgadh
200	DONGARGARH	RJN	314	Chattisgadh
201	KHAIRAGARH	RJN	337	Chattisgadh
202	KAWARDHA	KAWARDHA	275	Chattisgadh
203	Max-I Jagdalpur	Baster	938	Chattisgadh
204	MBM Nayapara, Jagdalpur	Bastar	270	Chattisgadh
205	Geedam	Dantewada	275	Chattisgadh
206	Dantewada	Dantewada	320	Chattisgadh
207	Bacheli	Dantewada	320	Chattisgadh
208	Sukma	Sukma	275	Chattisgadh
209	Konta	Sukma	337	Chattisgadh
210	Bijapur	Bijapur	320	Chattisgadh
211	MBM Kondagaon	Kondagaon	320	Chattisgadh
212	Narayanpur	Narayanpur	114	Chattisgadh
213	Bhanupratappur	Kanker	215	Chattisgadh
214	R.K.Ng. Exchange Bilaspur	Bilaspur	954	Chattisgadh
215	LORMI.	Bilaspur	224	Chattisgadh
216	TAKHATPUR.	Bilaspur	208	Chattisgadh
217	MUNGEL.	Bilaspur	208	Chattisgadh
218	DTO, BILASPUR.[CMC]	Bilaspur	400	Chattisgadh
219	KONI.	Bilaspur	275	Chattisgadh
220	SBM, NAILA	Janjgir	215	Chattisgadh
221	SBM, AKALTARA.	Janjgir	208	Chattisgadh
222	PAMGARH.	Janjgir	208	Chattisgadh
223	SEORINARAYAN.	Janjgir	208	Chattisgadh

224	MAX-I Korba	Korba	800	Chattisgadh
225	Balco Nagar	Korba	275	Chattisgadh
226	MAX-I Raigarh	Raigarh	982	Chattisgadh
227	SARANGARH	Raigarh	370	Chattisgadh
228	C DOT TELEPHONE EXCHANGE KHARSIA	Raigarh	255	Chattisgadh
229	C DOT TELEPHONE EXCHANGE GHARGODA	Raigarh	290	Chattisgadh
230	Jashpurnagar	Jashpur	360	Chattisgadh
231	MAX-I Ambikapur	Ambikapur	573	Chattisgadh
232	RSU - III BUS STAND AMBIKAPUR	Sarguja	271	Chattisgadh
233	C DOT TELEPHONE EXCH. RAMANUJGANJ	Sarguja	280	Chattisgadh
234	Manendragarh MBM	Sarguja	347	Chattisgadh
235	SURAJPUR	Sarguja	287	Chattisgadh
236	RTTC, Tvm	Trivandrum	2000	Kerala
237	Medical College, Tvm	Trivandrum	640	Kerala
238	T. Bhavan, ALP	Alappuzha	700	Kerala
239	Kothamangalam	Ernakulam	650	Kerala
240	Chembukkavu	Trichur	500	Kerala
241	Admin Bldg	Trichur	700	Kerala
242	Kodungallur	Trichur	500	Kerala
243	Irinjalakkuda	Trichur	700	Kerala
244	TE Badagara	Kozhikode	600	Kerala
245	TE Tirur	Kozhikode	540	Kerala
246	Admin. Bldg. Kannur	Kannur	570	Kerala
247	TE THALIPARMBA	Kannur	540	Kerala
248	Ambassa TE	Dhalai	450	NE-I
249	Kumarghat	Dhalai	500	NE-I
250	Salema TE	Dhalai	400	NE-I
251	KANKRABON TE	Gomoti	400	NE-I

252	KARBOOK TE	Gomoti	400	NE-I
253	MIRJA TE	Gomoti	400	NE-I
254	R.K.Pur TE	Gomoti	500	NE-I
255	Bishalgarh TE	Sipahijala	400	NE-I
256	Melagharh TE	Sipahijala	550	NE-I
257	Sonamura TE	Sipahijala	500	NE-I
258	Dharmanagar Admn nldg	Tripura North	600	NE-I
259	Dharmanagar TE	Tripura North	500	NE-I
260	Manughat	Tripura North	400	NE-I
261	Panisagar	Tripura North	500	NE-I
262	Belonia	Tripura South	450	NE-I
263	Manu	Tripura South	400	NE-I
264	Sabroom TE	Tripura South	500	NE-I
265	SANTIRBAZAR TE	Tripura South	450	NE-I
266	AD Nagar	Tripura west	450	NE-I
267	Door Sanchar Bhawan	Tripura west	580	NE-I
268	Gandhigram	Tripura west	400	NE-I
269	GB TE	Tripura West	450	NE-I
270	Jirania	Tripura West	450	NE-I
271	Julaibari TE	Tripura West	400	NE-I
272	Kailasahar TE	Tripura West	500	NE-I
273	Kalyanpur TE	Tripura West	400	NE-I
274	Kamalghat TE	Tripura west	500	NE-I
275	Kamalput TE	Tripura West	400	NE-I
276	KANCHANPUR TE	Tripura West	400	NE-I
277	Khowai TE	Tripura West	500	NE-I
278	Lichubagan M/W	Tripura west	400	NE-I
279	MOHANPUR TE	Tripura west	450	NE-I
280	North gate main TE	Tripura west	700	NE-I
281	Ranirbazar	Tripura West	350	NE-I
282	Teliamura TE	Tripura West	500	NE-I
283	USHABAZAR TE	Tripura West	450	NE-I
284	Forest colony	E K hills	400	NE-I
285	TELEPHONE BHAWAN - IMPHAL	IMPHAL WEST	540	NE-II
286	TELECOM COMPOUND, ZUNHEBOTO	DIMAPUR	850	NE-II
287	WOKHA TE	DIMAPUR	850	NE-II
288	MOKOKCHUNG TE	DIMAPUR	702	NE-II

289	PHEK TE	DIMAPUR	630	NE-II
290	LERIE S/Q COMPOUND, KOHIMA	DIMAPUR	530	NE-II
291	CHUMUKEDIMA TE	DIMAPUR	500	NE-II
292	Half Nagarjan	DIMAPUR	500	NE-II
293	KOHIMA DTO	DIMAPUR	500	NE-II
294	ALICHEN TE	DIMAPUR	452	NE-II
295	NAGINIMARA TE	DIMAPUR	331	NE-II
296	DHANSIRIPAR TE	DIMAPUR	300	NE-II
297	KUHUBOTO TE	DIMAPUR	275	NE-II
298	CHIEPHOBOUZO TE	DIMAPUR	253	NE-II
299	TUENSANG TE	DIMAPUR	251	NE-II
300	NIULAND TE	DIMAPUR	250	NE-II
301	TENNING TE	DIMAPUR	227	NE-II
302	AGHUNOTO TE	DIMAPUR	226	NE-II
303	Pasighat TE	East Siang	300	NE-II
304	Along TE	West Siang	300	NE-II
305	Daporijo TE	Upper Subansiri	300	NE-II
306	Sunpura TE	Lohit	300	NE-II
307	Deomali TE	Tirap	300	NE-II
308	Satellite ETR & Qtr Complex, Itanagar	Papum Pare	300	NE-II
309	TR Complex, Naharlagun	Papum Pare	300	NE-II
310	UHF Complex, Itanagar	Papum Pare	300	NE-II
311	BSNL Bhawan, Bhubaneswar	Khurda	350	ODISA
312	Telephone Bhawan, Sambalpur	Sambalpur	250	ODISA
313	Telephone bhawan, Berhampur	Ganjam	550	ODISA
314	Telephone Bhawan, Cuttack	Cuttack	600	ODISA
315	Administrative Bldg., Cuttack	Cuttack	451	ODISA
316	CTO Compound, Cuttack	Cuttack	300	ODISA

317	T.E. Kendrapara	Kendrapara	300	ODISA
318	T.E. Jajpur Town	Jajpur	300	ODISA
319	T.E. Jajpur Road	Jajpur	200	ODISA
320	T.E. Jagatsinghpur	Jagatsinghpur	200	ODISA
321	Administrative Bldg , Bolangir	Bolangir	450	ODISA
322	Telephone Bhawan, Balasore	Balasore	225	ODISA
323	Administrative Bldg., Balasore	Balasore	250	ODISA
324	Telephone bhawan Baripada	Mayurbhanja	238	ODISA
325	DTO Sambalpur	Sambalpur	216	ODISA
326	Telephone Bhawan Sambalpur	Sambalpur	600	ODISA
327	Telephone Exchange Dhenkanal	Dhenkanal	260	ODISA
328	Telephone Exchange Keonjhar	Keonjhar	430	ODISA
329	Telephone Kendra Rourkela	Sundergarh	270	ODISA
330	Admin.Bldg.Bhawanipatna	Kalahandi	275	ODISA
331	T.E Pathankot	Pathankot	750	Punjab
332	Admn block Hoshiarpur	Hoshiarpur	700	Punjab
333	Phagwara	Kapurthala	700	Punjab
334	Nakodar	Jalandhar	700	Punjab
335	T.E Batala	Gurdaspur	700	Punjab
336	TE Bharat Nagar	Bathinda	650	Punjab
337	Gole Diggi	Bathinda	650	Punjab
338	Faridkot Admn block	Faridkot	600	Punjab

339	TE Moga Main	Moga	600	Punjab
340	TE Mata Rani LDH	Ludhiana	600	Punjab
341	TE Jagraon	Ludhiana	600	Punjab
342	TE BLDG SECTOR-5 PKL	Panchkula	589	Punjab
343	Rayya	Amritsar	555	Punjab
344	TE RBN LDH	Ludhiana	500	Punjab
345	TE Sirhind	Patiala	405	Punjab
346	TE SST Nagar Patiala	Patiala	405	Punjab
347	TE Urban Estate	Patiala	405	Punjab
348	TE 34	Chandigarh	550.2	Punjab
349	TE 49	Chandigarh	240	Punjab
350	TE IA Phase-VII Mohali	Chandigarh	234	Punjab
351	TE Phase IV Mohali	Chandigarh	250	Punjab
352		Chandigarh	315	Punjab
353	TE 37	Chandigarh	281.85	Punjab
354	TE Bldg,Dholewal, LDH	Ludhiana	333	Punjab
355	TE Bldg, E-Block, BRS Nagar, LDH	Ludhiana	485	Punjab
356	TE Bldg, SBS Nagar, LDH	Ludhiana	482	Punjab
357	TE Bldg, Dugri, LDH.	Ludhiana	345	Punjab
358	Old TE Bldg.,PRX, Khanna	Ludhiana	459	Punjab
359	TE Bldg, Samrala	Ludhiana	273	Punjab
360	MW Bldg, Jagraon	Ludhiana	421	Punjab
361	TE Bldg, Raikot	Ludhiana	212	Punjab
362	Katra Sher Singh	Amritsar	498	Punjab
363	Guru Ravi Dass Marg	Amritsar	210	Punjab
364	Tarn Taran	Amritsar	380	Punjab
365	Jandiala Guru	Amritsar	240	Punjab
366	Majitha	Amritsar	265	Punjab
367	GMT Compound , Ferozepur	Ferozepur	380	Punjab
368		Ferozepur	400	Punjab
369		Ferozepur	440	Punjab
370		Ferozepur	200	Punjab
371	TE Compound Faridkot	Faridkot	450	Punjab
372	TE Jallalabad	Fazilka	401	Punjab

373	Microwave Fazilka	Fazilka	239	Punjab
374	Main TE Bldg Fazilka	Fazilka	410	Punjab
375	Main TE Malout	Mukatsar	409	Punjab
376		Mukatsar	400	Punjab
377	Kot Kapura Main	Faridkot	400	Punjab
378	Zira main	Ferozepur	256	Punjab
379	Vakilan Bazar Hoshiarpur	Hoshiarpur	350	Punjab
380	Mahilpur	Hoshiarpur	200	Punjab
381	Garhshankar	Hoshiarpur	300	Punjab
382	Balachaur	Nawanshahr	200	Punjab
383	Garhdiwala	Hoshiarpur	315	Punjab
384	Tanda	Hoshiarpur	380	Punjab
385	Dasuya	Hoshiarpur	400	Punjab
386	Mukerian	Hoshiarpur	380	Punjab
387	Talwara	Hoshiarpur	380	Punjab
388	Nallion	Hoshiarpur	200	Punjab
389	Deowal	Hoshiarpur	200	Punjab
390	Bundala	Jalandhar	200	Punjab
391	Banga	Nawanshahar	370	Punjab
392	Phillaur	Jalandhar	370	Punjab
393	Model Town JAL	Jalandhar	380	Punjab
394	Apra	Jalandhar	300	Punjab
395	Nurmahal	Jalandhar	300	Punjab
396	Goraya	Jalandhar	300	Punjab
397	Focal Point JAL	Jalandhar	300	Punjab
398	Bhogpur	Jalandhar	200	Punjab
399	Sports & Surgical Complex jalandhar	Jalandhar	370	Punjab
400	Shahkot	Jalandhar	300	Punjab
401	Kapurthala	Kapurthala	300	Punjab
402	Sultanpr Lodhi	Kapurthala	300	Punjab
403	Guru Gobind Singh Avenue Lamba Pind JAL	Jalandhar	250	Punjab
404	Industrial Area Jalandhar	Jalandhar	200	Punjab
405	JP Nagar jalandhar	Jalandhar	200	Punjab
406	OCB Exchange Ropar	Ropar	370	Punjab

407	GMT office Ropar	Ropar	370	Punjab
408	TRA building Ropar	Ropar	200	Punjab
409	Kurali	Mohali	300	Punjab
410	Anandpur sahib	Ropar	300	Punjab
411	Nangal	Ropar	200	Punjab
412	Kashipur TE	U.S. Nagar	500	Uttaranchal
413	Ramnagar TE	Nainital	200	Uttaranchal
414	Bazpur TE	U.S. Nagar	200	Uttaranchal
415	Khatima	U.S. Nagar	200	Uttaranchal
416	Sitarganj	U.S. Nagar	200	Uttaranchal
417	Bhimgoda (TE+IQ Bldg)	Haridwar	400	Uttaranchal
418	Shivalik Nagar	Haridwar	200	Uttaranchal
419	Jwalapur	Haridwar	200	Uttaranchal
420	Dheerwali (Haridwar)	Haridwar	200	Uttaranchal
421	Roorkee (Ramnagar)	Haridwar	380	Uttaranchal
422	TE Civil line (Roorkee)	Haridwar	235	Uttaranchal
423	PATEL NAGAR	DEHRADUN	200	Uttaranchal
424	VIKAS NAGAR	DEHRADUN	200	Uttaranchal
425	RAJPUR	DEHRADUN	200	Uttaranchal
426	INDRANAGAR	DEHRADUN	200	Uttaranchal
427	RISHIKESH	DEHRADUN	350	Uttaranchal
428	KOTDWAR	PAURI	200	Uttaranchal
429	SRINAGAR	PAURI	200	Uttaranchal