



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o AGM MM BSNL BGBA, TELEPHONE HOUSE, V FLOOR, RAJ BHAVAN ROAD BENGALURU-01

E-Tender Notice

From:

AGM (MM)
BSNL BGBA, BENGALURU

File No. AGM MM/T-8 - 1/2022-23/OUTSOURCING-J P NAGAR/01

Dated 22.07.2022

Sub: - Tender document for Outsourcing of Maintenance and provisioning of Landline & Broadband for External plant of Copper Network in clusters J P NAGAR **in BGBA.**

Tender Enquiry No. : AGM MM/T-8-1/2022-23/OUTSOURCING-J P NAGAR/01

Dated 22.07.2022

Please find enclosed the tender document in respect of 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.

AGM (MM)
BSNL BGBA

SECTION – 1**DETAILED NOTICE INVITING E-TENDER (DNIT)**

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o AGM MM BSNL BGBA, TELEPHONE HOUSE, V FLOOR, RAJ BHAVAN ROAD BENGALURU-1

080-22860110 (Telephone & Fax No's)

1. On behalf of Principal General Manager, BSNL Digitally Sealed Tenders are invited for outsourcing of **Maintenance and provisioning of landline and Broadband end to end network from MDF to Customer Premises; viz including materials like UG cable, drop wire, jumper wire, CLIP Instruments, LJU & Splitter etc. for a period of 2 years (extendable by 1 year) in following cluster J P NAGAR in BGBA.**

Cluster Id	Cluster Name	Total number of T.E in cluster	Total number of working connections(Lines) in cluster (LL+BB) as on 01.03.2022	Estimated cost of the tender for 2 years (Incl GST)	EMD (in INR Cluster wise)
KTBGL018	J P NAGAR	28	9214	₹ 2,42,34,104/-	EMD/ Bid security Declaration
Total Estimated cost of the tender				₹2,42,34,104/-	

Note: Each bidder can participate for any number of clusters but the contract to any bidder shall not exceed 70% of total working lines of the SSA to ensure minimum two bidders in the SSA. The choice of clusters will rest with successful bidder.

- 1.1 A separate bid form along with price bid (as per Section-9 Part A & B) for each cluster should be filled if the bidder wishes to participate in more than one cluster. The evaluation of the tender as well as allotment of the work will be done cluster wise.

The Financial evaluation of the bids will be carried out on individual Cluster wise and the Lowest bid (L1) in that particular cluster will be selected/awarded.

2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website www.etenders.gov.in /www.karnataka.bsnl.co.in.

- 2.1 The bidders downloading the tender document are required to submit the tender fee of amount **Rs. 2360/- + applicable GST** through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "**AO (Cash), BSNL BGTD, Bengaluru** and payable at Bengaluru.

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium

Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of OF cables /telecom outdoor network/BTS maintenance GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc. MSE bidders claiming exemptions from Tender fee & EMD as per MSME guidelines must also register their UAM on CPPP and submit proof in this regard along with their bid.

3. **Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL website www.bangaloretelecom.com/www.karnataka.bsnl.co.in from 22.07.2022 onwards. The same tender document is uploaded on BSNL website shall be made available on e-tender portal (<https://www.etenders.gov.in>) from 22.07.2022 from 18.00 onwards for start on online bid submission.
- 3.1 Physical copy of the tender document would not be available for sale.
- 3.2 The Tender document shall not be available for download from e-tender portal on its submission / closing date.
- 3.3 Cluster wise data can be obtained from AGM (MM), BSNL BGBA.

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

4.1. General Qualification

- 4.1.1 The Bidder must be Indian registered Companies under Companies Act 1956/2013 or an LLP or a Firm registered under applicable Acts.
- 4.1.2 The Bidder must not be black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.
- 4.1.3 The Bidder must have a valid PAN & valid registration under GST Act. EPF and ESI in India

4.2 Technical Qualification

- 4.2.1 The Bidder must have an experience of executing works related to provisioning new connection or construction / maintenance of underground telecom cables/maintenance and installation of OF cables/ telecom outdoor network/BTS maintenance of any Telecom Service Providers (holding service license)in the last two financial years i.e. 2019-20, 2020-21.

OR

- 4.2.2 BSNL Franchisee associated with BSNL for more than 5 years.

(Bidders will be required to support claims of their required experience, through certificates issued by any executive with approval of AGM rank officer, in case of PSUs or with approval of Circle Head, in case of private TSPs.)

4.3 Financial Qualification

- 4.3.1 The Bidder must have minimum annual turnover of **30%** of annual estimated cost of tender, during each of the consecutive financial years (FY) 2019-20, 2020-21 from telecom business as mentioned in 4.2.1 in Technical Qualification.

OR

4.3.2 For BSNL Franchise, total turnover from franchise business with BSNL in (FY 2019-2020) + (FY 2020 - 21) shall be as below :

Total working lines in all the Clusters for which tender/bid is submitted by a bidder	Required Turnover from Franchise Business (INR)
3,000 – 5,000	1 Crore
5,001 – 10,000	2 Crore.
10,001 or more	3 Crore

Bidders will be required to support claims of their financial qualification through their audited financial statements duly certified by their CA.

Note 1:-The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.

Note 2:-Work Order(s) will be issued or Contract agreement(s) will be signed only upon successful verification of the eligibility documents submitted in the bid, with the originals of the eligibility documents, which shall have to be produced by successful bidder.

4.3.3

- i) A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- ii) In case the supplier gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to a default of bidder. In case of multiple GST numbers, all the numbers can be provided as Annexure

4.3.4 Indemnity clause -**“The Contractor shall indemnify that in the event of black- listing by GST Authorities during the tenure of the contract, the contractor shall reimburse the loss of input Tax Credit due to failure of the Contractor. The Contractor shall also indemnify that BSNL has got right to recover input Tax Credit loss suffered by it due to mis-declaration on invoice by the Contractor”.**

4.3.5 The bidder shall comply with Department of Expenditure, Ministry of Finance order issued vide F. No. 6/18/2019-PPD dated 23.07.2020 (Make in India Preference/National Security clause) available at Section 6 Part C and shall submit necessary registration certificate wherever applicable.

4.3.6 The bidder shall comply with Ministry of Heavy Industries & Department of Public Enterprises Restriction under Rule 144(xi) of the General Financial Rules (GFR's), 2017-Dept. of Expenditure OM No.6/18/2019-PPD dated 23rd July, 2020 on grounds of Defence of India and National Security available at Section 6 Part B and shall submit necessary registration certificate wherever applicable.

4.3.7 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid .

5. **Bid Security/EMD:**
- a) The bidder shall furnish the EMD / Bid Security Declaration as per **section 6 (D)**.
 - b) The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSE for the tendered item.**
 - c) Concessions to MSME: The guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the BSNL (Corporate Office) and it has been decided that these units shall be allowed the following concessions: 15.1. Supply of Tender Documents: The tender documents shall be issued to MSME bidders free of cost provided the tendered item is listed in the Registration Certificate of MSME.
- 5.1. Exemption from payment of Earnest Money Deposit (EMD): The MSME units registered with bodies as detailed in Para 15 above shall be given exemption from payment of Bid Security deposit (EMD) provided the tendered item is listed in the registration Certificate of MSME/NSIC. 15.2.1. A proof regarding current registration with bodies as detailed in Para 5.1.C above for the purpose of exemption tendered items will have to be attached along with the bid. The enlisted certificate issued by bodies as detailed in Para 15.1 should be current and valid on the date of opening of bid (Chapter-15 of procurement manual)
6. **Date & Time of Submission of ONLINE Tender bids: on or before 11.30 Hrs of 15.08.2022 (tender closing date).**
- 6.1 In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.
- 6.2 **Date & Time of Submission of OFFLINE Documents: on or before 15.00 Hrs of 15.08.2022**
7. **Opening of Tender Bids: At 12:00 Hrs of 16.08.2022.**
8. **Place of opening of Tender bids:**
- 8.1 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 Section-4 Part C of Tender document for further instructions.
9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
11. PGM, 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 annexure 2 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/Hindi/ State's official language. 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.
- 14.0** The queries in respect of this bid document, if any, can be submitted through Email latest upto **16/07/2022 (3 days from issue of NIT)**.

BSNL Contact-1	
BSNL's Contact Person	Binesh K B SDE MM
Telephone& Mobile	9449850337
E-mail ID	bsnl.binesh@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Shanthala Narasimhan AGM MM
Telephone & Mobile	080-22862777
E-mail ID	agmccbgt@gmail.com

SECTION- 2 Tender Information

1. **Type of tender: Single stage submission & Two stage opening.**

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.

2. **Bid Validity Period** - The bid will remain valid for **120 days** from the tender opening date

3. The electronic envelopes will contain documents satisfying the eligibility / Technical & commercial conditions in first envelope called **Techno-commercial** envelope and second envelope called as **Financial Envelope** containing financial bid/ quote.

a. Techno-commercial envelope shall contain :-

- 5 EMD / Bid Security Declaration or Valid NSIC/MSME certificate to be submitted section 6 D
- 6 Cost of the tender documents i.e. tender fee. (Scanned copy of the DD to be uploaded on line and original to be submitted offline. (Also for web downloaded documents)
- 7 Certificate(s) showing fulfillment of the eligibility criteria(s) stated in section-1 Clause 4 of the Detailed NIT.
- 8 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 (annexure- 4).
- 9 Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- 10 Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- 11 Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
- 12 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.
- 13 Letter of authorization for attending bid opening event as per Section -7 Part (C).
- 14 No Near-Relationship Certificate duly filled & signed as per Section- 6 Part E.
- 15 Undertaking & declaration duly filled & signed as per Section- 6 Part A
- 16 Tender / Bid form-Section 9 Part A.
- 17 Checklist of the documents submitted as per Annexure-6.
- 18 The bidder shall comply with Department of Expenditure, Ministry of Finance order issued vide F. No. 6/18/2019-PPD dated 23.07.2020 (Make in India Preference/National Security clause) available at Section 6 Part C and shall submit necessary registration certificate wherever applicable.
- 19 The bidder shall comply with Ministry of Heavy Industries & Department of Public Enterprises Restriction under Rule 144(xi) of the General Financial Rules (GFR's), 2017-Dept. of Expenditure OM No.6/18/2019-PPD dated 23rd July, 2020 on grounds of Defence of India and National Security available at Section 6 Part B and shall submit necessary registration certificate wherever applicable.
- 20 Declaration for not having done any additions / deletions / modifications to terms of the tender document as per Section Annexure-2
- 21 Copy of IT returns for assessment years (2020-21 and 2021-22).

22 Bid Security Declaration as per section – 6 (D).

b. Financial envelope shall contain:

- 1) Price Schedule (as per Section 9 Part-B)

c. Offline Documents :

The following documents are required to be submitted offline (i.e. **offline submissions**) to AGM (MM), BSNL BGBA on or before the date & time of submission of bids in a sealed 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).

- 1) EMD / Bid Security Declaration (original copy) as per Section 6 (D) / copy of valid NSIC/MSME if applicable.
- 2) DD/ Banker's cheque of Tender Document fee (in original).
- 3) Power of Attorney in accordance with Clause 14. 3 of Section 4 Part A and authorization for executing the power of Attorney.
- 4) Integrity Pact (on plain paper, applicable only if tender's estimated value exceeds the threshold of Rs. 10.0 Crores for applicability of Integrity Pact as per letter No.CA/MMT/15-02/2014 dated 16.10.2018)
- 5) In case of MSME bidders, Valid MSME certificate to be submitted. Declaration of UAM Number (Udyog Aadhar Memorandum Number) by MSE bidders on CPPP (Centre Public Procurement Portal).

4. Payment terms

- 4.1 The bidder should submit the invoice to the officer in-charge of the cluster on receipt of Performa Invoice generated from BSNL IT System. The Tax Invoices are to be submitted by bidder in triplicate.
- 4.2 The charges for provision of new Landline shall be based on the number of new landline provision during the month. Maintenance charges for the new connections shall be payable from the 1st day of the following month of customer activation.
- 4.2 For the purpose of invoice preparation, Number of working connections in a cluster shall be calculated taking the average of **working** connections on the first and last day of the month.
- 4.3 Two Performa Invoices will be generated i.e. IV-1: Invoice Performa for Maintenance Charges and IV-2: Invoice Performa for Provisioning Charges.
- 4.4 90% of the payment of the monthly invoices shall be paid on submission of Invoices by the bidder and Balance 10% after 30 days from the payment of 90% of Invoice.
- 4.5 Tax Invoices shall be paid through Electronic Clearance Scheme (ECS) only. The contractor should submit the mandate form for this purpose along with the Agreement while entering into the Contract.
Note: - All statutory taxes and levies as applicable shall be deducted at source before payment.
- 4.6 Online generated GST payment details of previous month shall be submitted with the invoice(s) for payments.

5. Time line for start of services: Work shall start immediately after receipt of work order.

6. Duration of Contract (Validity of tender):

Initially agreement will be signed for two years with one + one year extension subject to the performance of the partner and approval of the competent authority. In case the calculated penalty (not levied as capped) for preceding 3 months (all 3 months) prior to date of end of contract , is less than or equal to 15% then the extension for an year will be mandatory subject to partner consent .

7. No. of Bidders to be awarded: One L-1 Bidder for Each Cluster

7.1:- The Financial evaluation of the bids will be carried out on individual Cluster wise and the Lowest bid (L1) in that particular cluster will be selected/awarded.

7.2:- In case more than 1 bidder quoting the same L1 rates, then the average turnover of the bidders will be considered for evaluation. The bidders with the highest turnover during the Assessment years 2020-21, 2021-22 will be considered.

8. PAYING AUTHORITY : CAO CENTRAL SETTLEMENT CEELL, O/O CGMT BSNL HALASURU BG-8

SECTION- 3 Part A**SCOPE OF WORK**

In order to ensure that BSNL's fixed line customers get services to their satisfaction and BSNL fixed line network capacity is further utilized by provisioning of new land line / broadband connections; outsourcing of activities based on SLA has been adopted in BSNL. The Policy consists of the outsourcing model for the copper based outdoor network i.e. the Customer Access Copper Network. It is expected that this model will improve the customer services experience from the fixed line copper network of BSNL.

Following type of works under external plant from MDF to Customer premise are covered under scope of this tender:

3.1 a.) Customer Access: Maintenance and provisioning of Landline(LL) and Broadband(BB) network from Last pillar to Customer Premise with all materials like 5 Pair UG cable, drop wire, jumper wire, LJU UV Connector & DP tag block etc.

b.) Local Access: Maintenance and laying of UG Cable from MDF to last pillar.

Both a.) and b.) will be outsourced

3.2 The scope of works shall broadly consist of following:

- 1) Maintenance of Customer Access Network and Local Access includes
 - a) Attending all types of faults in Customer Access and Local Access Network such as drop-wire break and Drop cable break-down, overhead cable break, foreign voltage faults, cleaning the joints in overhead lines and changing the wires, cables, DP Tag blocks faults etc from MDF to Customer premises.
 - b) Attending all types of cable faults from 5 pair cable to higher size such as Underground cable break, foreign voltage, earth fault set, faults at pillar and end to end testing.
 - c) Testing/ jumpering at the MDF for fault repair, pair change, new LL/BB connections.
 - d) Clearing of fault dockets in the system after clearing of the faults.
 - e) Attending the Broadband fault at the customer premises including configuration of CPE related issues.
 - f) Attending ISDN PRI/Leased Circuits/SIP Trunk copper cable faults and all other services running on Customer Access Network
 - g) CP has to maintain network from MDF to Customer Premises including all other network components between MDF and customer premises.
- 2) Provision of new Landline connections to the customers.
- 3) Provision of New Broadband connections on existing Landline
- 4) Provision of New Broadband connections with new Landline
- 5) Shifting of landline and broadband connection
- 6) Provisioning of New ISDN PRI/Leased Circuits/SIP Trunk on copper media.

- 7) Bidder will keep the following materials in each cluster for proper O& M as well as new connection provisioning.(All other materials will be provided by BSNL)

Drop Wire / Drop Cable	Jumper Wire
5 Pair Cable	UY Connector
LJU	DP Tag Block

- 8) Storing Packing and transportation of materials shall be done by the bidder.
- 9) Packing and freight charges if any for taking out and return of BSNL provided items shall be borne by the bidder.
- 10) The cluster shall be formed in such a way that min. 3000 working lines (urban area only) shall be in one cluster, however for bigger cities the cluster size can go upto 10k working lines. For metro cities the cluster size shall be 10k to 20k working lines. The cluster shall be formed considering contiguous geographical area covering the complete exchange location in such a way that no exchange shall be part of two clusters.
- 11) Material used / provided by out sourced agency for maintenance/ provisioning shall become the property of BSNL.
- 12) Connections which are located in same building of exchange/MDF will not be included for cluster count of working lines with exclusion of maintenance of these numbers from the scope of cluster. Suitable flag will be updated in the system to identify such numbers clearly

3.3 Working connection of the exchanges/clusters as on dated 01.03.2022

Sl.No.	Cluster	Cluster name	Exchange Code	Exchange Name	Exchange Type	Land Line Only	Landline & Broadband	ISDN	Lease Ckt	Total	Avg. Monthly Mtce. Comm Secondary	Primary Cable Mntnce @Rs7/-pm	Avg. Monthly Commission including Primary
1	KTBGL018	JP NAGAR	BGLADR	ADARSH RYTHM	URBAN	23	8	0	0	31	1864	217	2081
			BGLAKS	AKSHAYA NAGAR	URBAN	29	4	0	2	35	2048	245	2293
			BGLALH	T ALAHALLI	URBAN	95	34	0	0	129	7557	903	8460
			BGLASH	ASHRAMA VEDA VIGNANA KENDRA	URBAN	13	9	0	0	22	1401	154	1555
			BGLBPS	BRIGADE PALM SPRINGS	URBAN	254	54	0	0	308	17306	2156	19462
			BGLCLH	CLASSIC ORCHRDS	URBAN	39	4	0	0	43	2483	301	2784
			BGLGTG	GOTTIGERE	URBAN	44	23	1	2126	2194	376248	15358	391606
			BGLHMT	HMT	URBAN	44	10	0	0	54	3038	378	3416

		BGLHMW	H M WORLD	URBAN	62	15	0	0	77	4413	539	4952
		BGLIHT	INDIA HERITAGE	URBAN	188	52	1	0	241	14070	1687	15757
		BGLJDE	JAYD	URBAN	451	6	0	0	457	18855	3199	22054
		BGLJPL	JANAPRIYA LAKEVIEW	URBAN	17	4	0	0	21	1187	147	1334
		BGLJPN	JPNAGAR	URBAN	2204	735	17	3	2959	181167	20713	201880
		BGLKGP	KAGGLIPURA	URBAN	28	14	1	0	43	2611	301	2912
		BGLKNK	KONANKUNTE	URBAN	421	211	2	2	636	39959	4452	44411
		BGLKPV	KEPPELPURAVANKRA	URBAN	115	24	0	0	139	8139	973	9112
		BGLLTC	L nd T SOUTH CITY	URBAN	86	22	0	0	108	6432	756	7188
		BGLMLX	MAHAVEER CALYX	URBAN	0	1	0	0	1	82	7	89
		BGLMTQ	MANTRI TRANQUIL	URBAN	64	23	0	0	87	5197	609	5806

		BGLNAW	NANDI WOODS	URBAN	28	3	0	0	31	1687	217	1904
		BGLRBL	RBI L/O	URBAN	836	273	0	0	1109	66164	7763	73927
		BGLRLV	ROYAL LAKE VIEW	URBAN	35	14	0	0	49	2837	343	3180
		BGLRMS	RAMANASHRI NAGAR	URBAN	104	15	0	0	119	6529	833	7362
		BGLROY	ROYAL HERMITAGE	URBAN	21	5	0	0	26	1515	182	1697
		BGLSHV	SHOBHA HILL RSU	URBAN	27	4	0	0	31	1722	217	1939
		BGLSUV	SUVIDHA	URBAN	29	28	0	0	57	3814	399	4213
		BGLTAG	TALAGHATTAPURA	URBAN	122	37	1	2	162	10206	1134	11340
		BGLVEN	VIJAYA ENCLAVE	URBAN	34	11	0	0	45	2686	315	3001

3.4 Service Level Agreement(SLA)& Penalties

Key Performance Indicator (KPI): SLA is defined as under:

- 1. Repeat fault-** Fault booked for a connection, more than once in a calendar month will be counted as repeat fault. The % of numbers out of total numbers in the fault list appearing as repeat fault shall not exceed 12% in first three months & 10% in onward months.

2. Mean Time to Repair the Fault (MTTR)should be as under:

FMC (Fixed Monthly Charge) in Rs.	0-300	301-600	601-800 and Above 800	ISDN PRI/SIP Trunk/ Leased circuit
MTTR in Hrs	12 Hrs	6 Hrs	4 Hrs	3 Hrs

- 3. % Fault Clearance in 24 hours:** More than 95% of the faults booked shall be cleared within 24hrs.
- 4. Provisioning of New LL or New BB:** All booked connections shall be provided within 3 days of receiving OB for execution. However bidder shall attempt 75% provisioning within 2 days.
- 5. Provisioning of new BB on existing LL:** All booked connection shall be provided within 2 days of receiving OB for execution.
- 6. Provisioning of new ISDN PRI/SIP Trunk/Leased Circuits:** All booked connection shall be provided within 2 days of receiving OB for execution.
- 7. If Telephone/CPE arranged by customer resulting in delay then such delay will be excluded from the total time taken for provisioning. However, maximum 7 days will be excluded.**
- 8. In case of delay due to cable fault (between MDF & Pillar) to the extent that alternate pair could not be arranged, such faults/provisioning will not form part of list considered for adherence of SLAs (MTTR for fault & provisioning time for new LL/BB).**
- 9. The data for computation of Service Level Parameters will be taken from BSNL IT system.**
- 10. Closure of normal faults will be done by OTP based system.**
- 11. Exit Clause:**

During the running period of Contract, either party shall have the right to terminate this as per the following conditions.

- A. By partner:** by giving BSNL written notice 90 days in advance but only after completion of one year of the contract
 - B. By BSNL:** by giving the Bidder written notice 30 days in advance.
- A. By partner:** In case of Advance notice by partner, PBG will be forfeited if any termination notice (s) is already served by BSNL. The termination date would be decided by BSNL authority as per the field and administrative convenience. In case of Advance notice by partner where no termination notice is served by BSNL, the PBG shall not be forfeited.
 - B. By BSNL:** BSNL may also terminate the Contract without assigning any reason whatsoever in the following instances (In case of SLA failure, "the existing three consecutive notices"(clause 13 (b) below) would be continued):
 - (i) Insolvency or bankruptcy of the Successful Bidder(s).** However, the PBG may not be forfeited and BSNL authority reserves the right to decide on this.

- (ii) Change of ownership of the business of the Successful Bidder(s). However, the PBG may not be forfeited and BSNL authority reserves the right to decide on this.
- (iii) Breach of any of the terms/ conditions of the tender documents and this agreement. PBG forfeiture would be governed by existing tender clauses.
- (iv) For any other reasons as mentioned in other relevant sections of the bid document. PBG forfeiture would be governed by existing tender clauses

3.5 Incentive:

3.5.1 Monthly Incentive for high FMC working numbers (having different MTTR).

FMC - Rs. 301-600	: Rs.17 per customer of FMC Rs.301 to 600
FMC - Rs. 601-800	: Rs.27 per customer of FMC Rs.601 to 800
FMC – Above Rs. 800	: Rs.35 per customer of FMC above Rs.800
PRI/SIP Trunk/Leased Circuits	: Rs.70 per customer of PRI/SIP Trunk/Leased ckts

3.5.2 Plan up-gradation: 50% of difference of upgraded plan FMC with existing plan FMC (one time to be given as incentive as per FMS entry). No further incentive will be given for the same LL/BB number.

3.5.3 Additional incentives for achieving the following parameters.

- (i) If Repeat fault <=5% - Incentive of 1% of the Invoice value.
- (ii) For gross connection in a month more than or equal to 0.5% of Cluster size - Incentive of 1% of the Invoice value
- (iii) If Provisioning < = 3 days for all the provisions in a month (min 0.5% gross connection of cluster size) - Incentive of 1% of the Invoice value
- (iv) Upon achieving all the above three parameters in a month, an incentive of 4% of the invoice value in place of 3% (for all three incentives)

3.6 Penalties:

a) Penalties will be levied on monthly KPIs

KPI	SLA	Penalty
Fault Clearance	95% in 24 hrs.	0.2% of invoice value for each 1% of slippage.
MTTR	12 Hrs.	0.3% of invoice value for each hour of slippage (rounded off)
MTTR	8 Hrs.	0.5% of invoice value for each hour of slippage (rounded off)
MTTR	4 Hrs.	1.0 % of invoice value for each hour of slippage (rounded off)
MTTR	3 Hrs.	1.33% of invoice value for each hour of slippage (rounded off)
Repeat fault	10%	1% of Invoice amount for each 1% of slippage, capped at maximum of 3%. This penalty within main SLA penalty capping, not over and above main penalty
New connection provisioning LL or BB	3 days	Rs.25/- per day delay (max.Rs.100/-for each connection) for each connection.
Provisioning BB on existing LL	2 days	Rs.25/- per day delay (max.Rs.100/-for each connection) for each connection.
Provisioning of new ISDN PRI/SIP	3 days	Rs.50/- per day delay (max.Rs.200/-for each connection) for each connection.

Trunk/Leased Circuits or any other services on customer Access NW		
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- b) The contract will be terminated with PBG forfeiture for consecutive 3 months non-performance on failure to meet all the SLAs i.e. MTTR, Provisioning, fault clearance and repeat faults parameters. Notice to be served for non-performance in 1st month, 2nd month and 3rd month before final termination.
- c) In case partial SLAs are met then also it is liable for termination. However, EOI/Tender accepting authority reserves the right to grant any relief in action for termination considering the circumstances/nature on the appeal made by the bidder if one or more parameter are met.
- d) Total penalties for network maintenance shall be capped at 15% of invoice value of maintenance work. But if penalty charges exceed more than 40% of invoice value then additional 5% penalty shall also be levied in addition to capped penalty 15%.
However penalty for delay in new provisioning will be levied as per actual and shall be in addition to penalties for network maintenance.
- e) All faults made over to bidder through APP (or desktop software) after 17:00 Hrs, the time beyond 20:00 Hrs on that day to 08:00 Hrs of next morning, will not be counted in MTTR.
- f) Any delay due to natural calamity or any other conditions beyond control of BSNL or vendor (as a force majeure case) shall be excluded by ITPC after receiving the approval of BA head prior to generation of Performa Invoice.
- g) The bidder shall be responsible for safety of the materials, either supplied and/or installed by him or installed by him after being provided by BSNL (U/G PIJF cable of size 5 pair and above). If any theft of the materials installed by bidder occurs then it will be responsibility of the bidder to restore the network at his own cost.
- h) If newly provisioned connections except temporary connections are surrendered by 20% or more within 90 days of provisioning, 50% of provisioning charges of such surrendered connections should be recovered from cluster partner's next bill.
- i) If landline/bb faults continue unattended for more than 7 days then Rs.5 per day penalty (levied for each such fault from 8th day from date of booking till fault closure date) or If leased Ckt faults continue unattended for more than 7 days then Rs.15 per day penalty (levied for each such fault from 8thday from date of booking till fault closure date), will be imposed and this penalty will be above the penalty capping of 15%. In case fault remain pending till last day of the month then penalty to be levied till last day of the month for current month and again from 1st day of next month till date of closure in next month.

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

1. DEFINITIONS

- 1.1 "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), Karnataka Telecom Circle, Bangalore BA / SSA.
- 1.2 "The Bidder" means the Company. Individual or firm who participates in this tender and submits its bid.
- 1.3 "The Supplier" or "The Vendor" or "Service Provider" means the individual or firm awarded the contract.
- 1.4 "The Services" means providing maintenance services for external plant which the Supplier is required to supply to the Purchaser under the contract.
- 1.5 "The Advance Work Order" or "Letter of Intent" means the intention of Purchaser to place the Work Order on the bidder.
- 1.6 "The Work Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Work order shall be deemed as "Contract" appearing in the document.
- 1.7 "The Contract Price" means the price payable to the Supplier under the Work order for the full and proper performance of its contractual obligations.
- 1.8 "Telecom Service Provider" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- 1.9 "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.
- 1.10 "Cluster" mean the Group of exchanges/ cluster of contiguous exchanges.
- 1.11 "SSA" means Secondary Switching Areas defined by BSNL (generally comprising of one or more revenue districts).
- 1.12 "BA" means Business Area comprising of one or more SSA's

2 ELIGIBILITY CONDITIONS:

- 2.10 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

- 3.10 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 The services required to be offered; bidding procedures and contract terms and conditions are prescribed in the Bid documents.
- a. Detailed Notice Inviting e- Tender (Section-I, Part-A)
 - b. Tender Information (Section 2)
 - c. Scope of work & Job Description (Section 3)
 - d. General Instructions to bidder (Section 4 part A)
 - e. Special Instructions to bidders for e-tendering (Section 4 Part B)
 - f. Terms & Conditions of Contract (Section 5)
 - g. Undertaking & Declaration(Section-6A,B,C)

- h. No Near relatives Certificate Format. (Section-6E)
 - i. EMD / Bid Security Declaration. (Section – 6D)
 - j. Performance Security Bond Form (Section 7B)
 - k. Letter of authorization to attend bid opening (Section 7C)
 - l. Tenderer's Profile(Section 8)
 - m. Bid Form (Section 9Part-A)
 - n. Price Bid (Section 9 Part -B)
 - o. No-modification Certificate (Annexure-2)
 - p. Power of Attorney format. (Annexure-4)
 - q. Notarized affidavit for sole Proprietorship(Annexure-3)
 - u. Deed of Indemnity [Annexure -I]
- 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 3 days from issue of 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, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified in writing by Fax or Email or by Addendum through e-tendering portal 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.
- c) A Bid form and price schedule completed in accordance with Clause 8 & 9.

8 BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be provided along with the prices as per Section- 9 Part A.

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 14.3 (a) and (d) of this Section and authorization for executing the power of Attorney as per Clause 14.3 (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/ Lol /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.(Section 6 E)
- f) Certificate of incorporation / Registration
- g)Memorandum & Articles of Association or Partnership Deed or Proprietorship Deed as the case may be. **In case of sole proprietorship, an affidavit to be furnished that “he is the sole proprietor of the firm and he is accountable to all tax liabilities of the said firm” (It should be on Non judicial stamp paper duly attested by a Notary Public or registered before Sub-Registrar of the State(s) concerned)**
- h) 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.
- i) Copy of valid PAN card
- j) Undertaking & Declaration (Section-6 A,B,C)
- k) EMD / Bid Security Declaration. (Section – 6 D)
- k) Tenderer’s Profile (Section 8)
- l) Bid Form (Section 9Part-A)
- m) Letter of authorization to attend bid opening (Section 7C)
- n) No-modification Certificate (Annexure-2)
- o) Deed of Indemnity Bond declaration [Annexure-1]

10.2 Documentary evidence for financial and technical capability.

- (a) The bidder shall furnish audited Annual Turnover certificate as required in eligibility criteria (Clause 4.3 of Section 1, 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.**

This should be supported by Profit & Loss Statement and turnover certificate duly certified by Auditors/CA duly attested Income tax returns for the financial years 2019-20 and 2020-21 to be submitted.

The solvency to the tune of 30% to be submitted once he becomes successful L1 bidder instead of submitting it along with the original bid documents.

- (b) The bidder shall furnish experience certificate/documentary evidence about Job capability necessary to perform the contract as required in eligibility criteria (Clause 4.3 of Section 1.

11.0 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 evidences of the "services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

- (a) A Clause-by-Clause compliance on the Purchaser's 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 in accordance with Clause 27 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 in pursuance to

Clause no. 24.4 & 27.3 of this Section.

- 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 28.

13. PERIOD OF VALIDITY OF BIDS

- 13.1** Bid shall remain valid for period specified in Clause 2 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 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 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.

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

- 15.1.2 In 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. 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:

*Assistant General Manager (MM),
5th Floor, Telephone House,
Raj Bhavan Road, Bengaluru,*

- 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'. **(Not applicable)**
- 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 AGM(MM), BSNL BGBA, Bengaluru 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: *Assistant General Manager (MM), BSNL 5th Floor, Telephone House, Raj Bhavan Road, Bengaluru*
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

17.1 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, BSNL,/ 'MM' cell 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 the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the 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 a 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 purposes of these Clauses, a substantially responsive bid is one which confirms to 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 -

- 22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be

substantially responsive pursuant to clause 21.

22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the services offered excluding GST, as per the price schedule in the Section -9 Part B of the Bid Document after arithmetical correction in the manner laid down in clause 21.2 above.

22.3 Vendors should furnish the correct HSN/SAC in the price Schedule. If the supplier fails to furnish necessary supporting documents i.e. GST invoices etc. in respect of the Duties/taxes for which ITC is available to BSNL, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

23. CONTACTING BSNL

23.1 Subject to Clause 20, 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.

23.2 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.

24. PLACEMENT OF ORDER

24.1 BSNL shall consider placement of orders on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose Services have been approved / validated by the Purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

24.2 The bidder can participate for any number of clusters but the contract to one bidder shall not exceed 70% of **total working lines of SSA** to ensure minimum two bidders in the SSA. The choice of clusters will rest with successful bidder. However to ensure two bidders in SSA the final award of clusters will be rest with competent authority.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

25.1. The PGM /GM SSA reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work. The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the contract work will be got done from some other agency at the cost of the contractor and payment will be settled on prorata Basis.

25.2. The decision of PGM SSA on any matter connected to this tender is final binding.

26. BSNL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

27. ISSUE OF ADVANCE WORKORDER

27.1. The issue of an Advance Work Order shall constitute the intention of BSNL to enter into contract with the bidder.

27.2 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.

- 27.3 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 Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24 of Section 4 Part A.
- 27.4 In the event of withdrawal of AWO/Lol, subsequent claim of bidder for placement of Work Order/signing of contract, shall not be entertained by this office.

28. SIGNING OF CONTRACT

- 28.1 The issue of Work Order (WO) shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to Clause 27 of this Section, the Purchaser 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 & 27 of this Section.

29. ANNULMENT OF AWARD

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

30. QUALITY ASSURANCE (QA) REQUIREMENTS – This Clause is not applicable

31. REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following Clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1 & 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-4Part 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.

- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of work order against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.
- 32. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**
As per Appendix-1 to Section 4 Part A.
- 33.** Clause deleted.
- 34. NEAR-RELATIONSHIP CERTIFICATE**
- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 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).

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

35. 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.

36. Security Clause as per latest guidelines and requirement –

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed 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)	<p>Submitting fake / forged</p> <p>a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD.</p> <p>b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.</p>	<p>i) Rejection of tender bid of respective Vendor.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work & services except to make the already received complete work in hand.</p>
	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)	<p>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 :</p>	
	<i>(i) If detection of default is prior to award of AWO</i>	<p>i) Rejection of Bid &</p> <p>ii) Forfeiture of EMD.</p>
	<i>(ii) If detection of default after issue of AWO but before receipt of PG/ SD (DD, BG etc.)</i>	<p>i) Cancellation of AWO,</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of EMD.</p>

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 threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
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.	

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 for 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) Tamper 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.	<p>i) Termination/ Short Closure of the WO.</p> <p>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</p> <p>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.
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.	<p>i) Termination/ Short Closure of the WO.</p> <p>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</p> <p>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> <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) In spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
10 con-		iii) Take legal recourse i.e. filing recovery suite in appropriate court.

td.	b) In spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
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	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(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.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8: -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.		

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: Fulfillment 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 Cluster;
 - 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 Clause 4 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 cluster, 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 TCIL'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

1. (a) Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA / GNFC / IDRBT / MTNL Trustline / SafeScript / TCS.
 - (a) "Declaration of UAM (Udyog Aadhar Memorandum Number) by MSE bidders on CPPP is mandatory. If the MSME bidders who fail to submit UAM number on CPPP portal, shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs order, 2012 issued by MSME".
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, Work order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF / XLS / RAR / DWF formats. If there is more than one document, they can be clubbed together.

10. Bidder should arrange for the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he / she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete / Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e-procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
26. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-
27. **Bid related Information for this Tender (Sealed Bid)**

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

- Submission of Bid Security / Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- Tender Documents / Addendum / Addenda
- Two Envelopes
 - Techno-commercial -Part
 - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Bidder must ensure that after following above the status of bid submission must become – “Complete”.

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.

28. Offline Submissions:

The Bidder is requested to submit the following documents offline to, AGM_MM BGTD 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 (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security Declaration (Original copy).
2. DD / Bankers cheque for Tender Fee drawn in favour of AO(Cash), BSNL BGTD
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A.

4. In case MSME bidders, Valid MSME certificate to be submitted.

5. Letter of authorization to attend bid opening (Section 7C)

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission also.

29. 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.

30. Special Note on Security of Bids

- I. Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below: As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.
- II. Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server / portal.

III. Online Tender Opening Event (TOE) and Advantages:

The bidders will be able to see the status of the tenders for which they have submitted quotes in different stages and would also be informed of the status by E-Mail.

Bidders will be able to view all the Technical bids for a particular tender on completion of Process-I (uploading Technical Evaluation summary in the portal). Similarly Financial Bids can be viewed on completion of Process-II (uploading of Financial Evaluation Summary in the portal).

For the bidders who have registered themselves on the website through the “Stay Updated” option, information of all the tenders for which they are interested to participate will be sent by E-Mail

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 **AGM MM, 5TH Floor, Telephone House, Raj Bhavan Road, Bangalore - 560001**, 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 Declaration in Original.
- ii. DD/ Bankers cheque against payment of tender fee.
- iii. Power of attorney in accordance with Clause 14.3 of Section-4 Part A.
- iv. Integrity Pact **(if applicable)**.
- v. Letter of authorization to attend bid opening (Section 7C)

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.etenders.gov.in>), 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 purchaser for the procurement of goods/ services.

2. DELETED

3. PATENT RIGHTS

The supplier shall indemnify the purchaser 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.

4. PERFORMANCE SECURITY

- 4.1 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 purchaser for an amount equal to 3% of the value of Advance Work Order/ Lol, within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of either FD/DD in favour of AO (Cash), BSNL Bangalore telecom District 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.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 4.5 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.
- 4.6 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.

5. DELETED

6. DELETED

7. DELETED

8. DELETED**9. DELETED****10. DELETED****11. PAYMENT TERMS- Refer Section-2****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 Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 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 Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

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

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

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

Purchaser 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 unable to settle mutually, 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 empanelled 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 filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

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 purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or 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 Purchaser or BSNL or such other person(s) contracting through the BSNL.

22. DELETED

23. DELETED

24. DELETED

25. COURT JURISDICTION

25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the

competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at only”.

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 BG BA. 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** **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.

3. WORKMEN'S COMPENSATION:

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's compensation Act 1923 & 1992 for injuries cost to any workman. If such compensation paid by the BSNL as Principal Employer, such compensations will be recovered from the security deposit or from any pending bill due from the BSNL of the contractor on any account or otherwise.

BSNL shall not be bound to contest any claim made against it under Section 12 (ii) of the said act except on the written request of the contractor and upon his giving to BSNL, full security for all costs for which government may become liable in consequence of contesting such claim.

4. LABOUR WELFARE:

Every case in which by virtue of the provisions of the Contract LABOUR (Regulations and Abolitions) Act 1970 and of the Contract labour (Regulations and Abolitions) Central Rules 1971, BSNL is obliged to pay any amount to work force engaged by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules under Clause 19 to 19 J and PWD – 8 under the CPWD contractors' LABOUR Regulations, or under the rules framed by the Government from time to time for the protection of health and sanitary arrangements for the workforce recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the BSNL under Section-20, subsection (2) and section (21), subsection (4) of the Contract LABOUR (Regulation and Abolition) Act, 1970.

BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BSNL to the contractor whether under this agreement or otherwise, BSNL shall not be bound to contest any claim made against it under section 2, subsection (I) and section 21, subsection (4) of the said act, except on the written request of the contractor and upon giving to the BSNL full security for all cost for which BSNL might become liable in contesting such claim.

The contractor shall obtain a valid license under the Contract LABOUR (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the job and continue to have a valid license until the completion of the job. Any failure to fulfill this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the job.

No labour below the age of EIGHTEEN YEARS shall be engaged on the job.

5. The decision of PGM BGBA on any matter connected to this tender is final & binding on bidder.

SECTION-6 Part A

UNDERTAKING & DECLARATION on Company Letter Head

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

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the SD 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 offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. I/We the sole prop/ partner / Director of M/s _____ has never ever been debarred and / or blacklisted by any Dept of Central Govt./ State Govt / PSU/Public bodies / Municipalities / GST Authorities and not having any ongoing litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or Pop of such firm which is either debarred, BlackOlisted or has entertained litigation or having ongoing litigation or court cases or money suiots pending regarding the failure of providing goods and services.

The above declarations are given in accordance with the NIT conditions:

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

SECTION-6 Part B
UNDERTAKING & DECLARATION
CERTIFICATE TO BE SUBMITTED BY THE BIDDER
(ON COMPANY'S/FIRM'S LETTERHEAD)

This is to certify that I/We, M/s(Name & Address) the bidder/the front Bidder of this tender M/s(Name & Address) have read the clause 4.3.6 of Section 1 of NIT regarding restrictions on procurement from a bidder of a country which shares a land border with India:

I/We certify that this bidder is not from such a country or, if from such country, has been registered with the Competent Authority as per order issued by Department of Expenditure, Ministry of Finance vide F. No.6/18/2019-PPD dated 23.07.2020, and its subsequent clarifications, if any. I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable evidence of valid registration by the Competent Authority shall be attached).

1. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
2. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later stage, this would be ground for the immediate termination and further legal action in accordance with Law.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

SECTION-6 Part CCERTIFICATE TO BE SUBMITTED BY THE BIDDER (ON COMPANY'S/FIRM'S LETTERHEAD)**Form 1**

Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works

Date: -----S/o, D/o, w/o, ----- Resident of -----
 --do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Company of India issued vide Notification No: 18-10/2017-IP dated 29.08.2018.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Company of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Company of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

1. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
2. Date on which this certificate is issued
3. Telecom Product/Services/Works for which the certificate is produced
4. Procuring agency to whom the certificate is furnished
5. Percentage of LC claimed
6. Name and contact details of the unit of the manufacturer
7. Sale Price of the product
8. Ex-Factory Price of the product
9. Freight, insurance and handling
10. Total Bill of Material
11. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
12. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
13. List and cost of inputs which are imported, directly or indirectly

For and on behalf of

(Name of firm/entity)

Authorized signatory

(To be duly authorized by the Board of Directors)

SECTION-6 Part D

(On Non-Judicial stamp paper of Rs.100)

EMD / BID SECURITY DECLARATION

I, ----- son of / wife of Shri-----
-----and proprietor / Director/ partner of M/s. -----
----- do hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s.-----that if I/We withdraw or Modify the bids during the period of validity etc ., I/We will be suspended / Debarred/Banned for the period of ONE year , same as specified for MSME bidder , in the Clause 12.2(d) of Section – 4 Part A of the procurement Manual.

The above declarations are given in accordance with the NIT conditions.

Signature of
Proprietor/Partner/Director

(Shri/Smt./Ms-----)

Section 6 Part (E) – 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:

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

SECTION- 7(A)**PROFORMAS****7(A) For the BIDSECURITY/EMD Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD inform of Bank Guarantee (EMBG).

Whereas M/s having registered office at
 (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
 (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 by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding 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" payable at
- 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

धारा-7बी SECTION -7B**प्रतिभूति गारंटी का निष्पादन (बंधक पत्र)****PERFORMANCE SECURITY GUARANTEE (BOND FORM)**

(रु.100/= के गैर-न्यायिक पक्का कागज़ पर टाईप करना है। To be typed on Rs.100/= non-judicial stamp paper)

विषय:- प्रतिभूति गारंटी Sub:- Performance Guarantee

1. जहां प्रधान महाप्रबंधक, बेंगलूर दूरसंचार जिला, बेंगलूर (इसके पश्चात् बी.एस.एन.एल., बेंगलूर दूरसंचार जिला कहा जायगा) ने सर्वश्री (इसके आगे “बोलीदाता” कहा जायगा) को का काम करने की अनुमति देते हुए एक वार्षिक खरीदी आदेश सं..... तारीख/...../..... जारी किए हैं और बी.एस.एन.एल. ने उनसे प्रधान महाप्रबंधक, बेंगलूर दूरसंचार जिला, बेंगलूर के नाम पर दि...../...../..... (इसके आगे “तारीख” कहा जायगा) तक विधिमान्य रूपए/=. की प्रतिभूति गारंटी (इसके आगे “पी.जी राशी” कहा जायगा) प्रस्तुत करने को कहा है। (उक्त पीबीजी एपीओ एलओआई की तारीख से 18 माह के लिए विधिमान्य होना चाहिए।)

Whereas Principal General Manager, Bangalore Telecom District, Bangalore (hereafter referred to as BSNL BGTD) has issued an APO no..... Dated/...../20..... awarding the work of to M/s..... R/o (hereafter referred to as “Bidder”) and BSNL has asked him to submit a performance guarantee in favour of Principal General Manager, Bangalore Telecom District, Bangalore of Rs.- (hereafter referred to as “P.G. Amount”) valid up to/...../20.....(hereafter referred to as “Validity”) [valid for 18 months]

अभी बोली लगानेवाले के निवेदन पर हम बैंक.....शाखा जिसके पता और पंजीकृत कार्यालय पता (इसके आगे “ बैंक ” कहा जायगा) हो, आगे बताए गए रूप में इस गारंटी देने को सहमत हुआ।

Now at the request of the Bidder, We Bank.....Branch havingAddress) and Regd Office address as (Hereinafter called ‘the Bank’) agreed to give this guarantee as hereinafter contained:

2. हम “बैंक ” इसके द्वारा वचनबद्ध हैं और बीएसएनएल, बेंगलूर दूरसंचार जिला को यह आश्वासन दिए जाते हैं कि यदि बीएसएनएल, बेंगलूर दूरसंचार जिला की राय में उक्त करार में सूचित किसी शर्त व निबंधन के पालन या निष्पादन में उक्त बोलीकार द्वारा किसी तरह पराजित हो जाने अथवा उसके अधीनस्थ कोई बाध्यता में किसी प्रकार का भंग करने पर, बीएसएनएल द्वारा मांग करने पर बिना कोई विलंब-शुल्क या आपत्ति के बैंक इस प्रतिभूति गारंटी राशी तक सीमित या बीएसएनएल, बेंगलूर दूरसंचार जिला द्वारा मांग करती राशी का भुगतान बीएसएनएल, बेंगलूर दूरसंचार जिला को किया जायगा। बीएसएनएल, बेंगलूर दूरसंचार जिला को उक्त राशी के भुगतान के लिए बैंक को बाध्य करने हेतु उसको लभ्य किसी कानूनी उपाय का आश्रय लेने की ज़रूरत नहीं पड़ेगा।

We, “the Bank” do hereby undertake and assure to the BSNL BGTD that if in the opinion of the BSNL BGTD, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL BGTD the said sum limited to P.G. Amount or such lesser amount as BSNL BGTD may demand without requiring BSNL BGTD to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. बोलीदाता द्वारा बीएसएनएल, बेंगलूरू दूरसंचार जिला को भुगतान करने को बाध्य या इस गारंटी के तहत बैंक द्वारा देय राशी के संबंध में बीएसएनएल, बेंगलूरू दूरसंचार जिला द्वारा करते ऐसा कोई मांग निर्णायक होगा। दावे के संबंध में बोलीदाता और बीएसएनएल, बेंगलूरू दूरसंचार जिला के बीच कोई मध्यस्थता कार्यवाही या कानूनी कार्यवाही लंबित है या बोलीदाता ने भुगतान की बाध्यता के बारे में या रकम की मात्रा के बारे में तर्क करने की स्थिति में भी बैंक को उक्त राशी का भुगतान स्थगित करने का अधिकार नहीं होगा।

Any such demand from the BSNL BGTD shall be conclusive as regards the liability of Bidder to pay to BSNL BGTD 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 BGTD regarding the claim.

4. हम, बैंक इसके आगे सहमत हैं कि उक्त गारंटी इसका जारी करने की तारीख से विधिमान्य रहेगी और वह उक्त करार के निष्पादन अवधि के दौरान, उसकी विधिमान्य अंतिम तारीख तक पूर्ण रूप से प्रभावी रहेगी

I 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. बैंक इसके आगे सहमत है कि बीएसएनएल, बेंगलूरू दूरसंचार जिला को बैंक की सहमति के बिना और गारंटी के अधीनस्थ बाध्यताओं को किसी प्रकार प्रभावित किए बिना बोलीदाता के आगे बीएसएनएल, बेंगलूरू दूरसंचार जिला द्वारा व्यावहार्य किसी शक्ति से उक्त करार की निष्पादन अवधि बढ़ाने या उक्त करार के किसी शर्त व निबंधन बदलने को और उक्त करार से संबंधित किसी शर्त व निबंधन के कार्यान्वयन के परख करने को बीएसएनएल, बेंगलूरू दूरसंचार जिला को पूर्ण छूट है। इस प्रकार के पराजय के कारण या उक्त बोलीकार को दिए समय विस्तारण या बीएसएनएल, बेंगलूरू दूरसंचार जिला की ओर से कोई परख, अधिनियम या चूक या बीएसएनएल, बेंगलूरू दूरसंचार जिला द्वारा बोलीकार को किसी छूट देना या ऐसे अन्य किसी मामले या विधि के तहत जमानत से संबंधित किसी प्रकार के प्रावधान को हमें दायित्व से मुक्त करते हैं, तब तक हम अपने दायित्व से मुक्त नहीं होंगे।

The Bank further agrees that the BSNL BGTD 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 BGTD 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 BGTD or any indulgence by BSNL BGTD 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. यहां निहित कुछ होते हुए भी

(क) इस गारंटी के अधीन बैंक की बाध्यता पी.जी.रकम तक सीमित रहेगी और इसका प्रभाव विधिमान्य तारीख तक ही होगा।

(ख) यदि विधिमान्य तारीख तक हम पर कोई लिखित दावा या मांग न करते तो इस गारंटी पूर्णतः निरस्त होगा और इस गारंटी के अधीन बीएसएनएल, बेंगलूरू दूरसंचार जिला के सभी अधिकार समाप्त रहेगा।

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 BGTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. यदि बीएसएनएल, बेंगलूरू दूरसंचार जिला इस बैंक गारंटी के अधीन किसी राशी की मांग करते तो उसका भुगतान ‘लेखाधिकारी(नकद) मुख्यालय, बीएसएनएल, बेंगलूरू दूरसंचार जिला’ के नाम पर बेंगलूरू में देय बैंकेर्स चैक के ज़रिए दी जायगी ।

In case BSNL BGTD demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash) - BSNL Bangalore Telecom District, payable at Bangalore.

8. बैंक यह जिम्मा लेता है कि बैंक के लिए इस पर हस्ताक्षर किए निम्नलिखित अधिकारी को उनको प्रदत्त शक्ति के अधीन यह गारंटी देने का प्राधिकार हैं।

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.

स्थान/Place :

तारीख/Date :

(बैंक अधिकारी का हस्ताक्षर) बैंक का रबड़ मोहर

प्राधिकृत मुख्तार नामा संख्या.....

बैंक अधिकारी का नाम

(Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

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. in respect of (Item of work) which is due to open on (Date) in the Meeting Room, 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.

SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

Telephone No. Mobile No. FAX No.

3. 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

TENDER NO.....DATE / /2022

To,

The Assistant General Manager (MM),
BSNL, Bengaluru Telecom District,
5TH Floor, Telephone House,
Rajbhavan Road, Bengaluru – 560 001.

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/corrigenda / addenda Nos. datedthe 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 **120 days** 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 @ **3%** of the contract value 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 2022

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:**

Base Price Per Unit *	Cluster Name	Quote+ / - % age of the Base price per unit	Quote+ / -% w r t Base price per unit (in words)
		(in figures)	
Rs.42 (Rupees Forty Two Only)*Excluding GST	J P NAGAR (KTBGL018)		

GST Rate applicable% Applicable SAC (6 Digit)

Sl. No	Type of maintenance work	Basic Rate equivalent to(Units)
1	Monthly maintenance charges for each working LL without BB including primary cable	1 unit
2	Monthly maintenance charges for each working LL with BB	1 unit +Rs.17/-
3	Monthly maintenance charges for each working ISDN PRI/Leased Circuits/SIP Trunk	1 unit +Rs.70/-
4	MDF related work for each working lines (for cluster size <10K lines)	0.1
5	MDF related work for each working lines (for cluster size >10K lines)	0.07

Sl No	Type of Provisioning work	Charges
1	Provision of New Land Line	Rs.500/-
2	Provision of BB only (on existing Landline)	Rs.250/-
3	Provision of New Broadband including new Landline	Rs.650/-
4	Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper	Rs.1000/-

***Excluding GST**

Note 1:- The Financial evaluation of the bids will be carried out on individual Cluster wise and the Lowest bid (L1) in that particular cluster will be selected/awarded.

Note 2:- In case more than 1 bidder quoting the same L1 rates, then the average turnover of the bidders will be considered for evaluation. The bidders with the highest turnover during the Assessment years 2020-21, 2021-22 will be considered

Same Provisioning charges as proposed in above table will be applicable for execution of shifting work order also with same penalty clause as applicable as new connection. Shifting work should be treated as provisioning work. However, delay in execution of the shifting orders would attract same penalty as new connection.

For a new connection if the loop length is more than 150 meter then for provisioning of such NTC/shift, an additional amount of Rs.150 will be given to Cluster Partner. This will be applicable for length from 150 Meter to reasonably maintainable distance.

“(GST Extra)” shall be included in all line items where “Penalty” word is appearing in Policy. Same may also be done for Incentive.

ANNEXURE - 1

DEED OF INDEMNITY (on Rs 100 Stamp paper)

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 BSNL Office (hereinafter referred to as the **Purchaser** 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 Purchaser had invited bids *vide* their Tender Enquiry No.....(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 Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser 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, fines, 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 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.
 6. This Deed of Indemnity declares that M/s-----
----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./ PSU/Public bodies/Municipalities/GST Authorities and not having any ongoing litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having ongoing litigation or court cases pending.
 7. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to be blacklisted / debarred for future works/contract with BSNL. Any such action shall however be without prejudice to BSNL's rights under the law.

(Authorized Signatory)

Date:

Place:

<< Name of the Bidder >>

Witness 1:

Witness 2

Annexure-2

CERTIFICATE

(TO BE GIVEN IN CASE THE TENDER DOCUMENT IS DOWN LOADED FROM WEB)

The downloaded tender document as published at the e-tender.gov.in website (→ e-tenders.gov.in) has been used for bidding in this tender. It is certified that no modification has been done to the contents of the tender document.

Place:

Date:

Signature of the bidder

(Seal / Rubber stamp of the firm)

ANNEXURE 3
(In case of Sole Proprietorship Firm)
(On Non-Judicial Stamp Paper Rs.100/-)

AFFIDAVIT

I, Smt/Sri
.....S/o..... is the
Sole Proprietor of the Firm M/s.....Located at No.
.....and is
accountable to all tax liabilities of the said firm.

Signature

Name of the Proprietor of the Firm & Seal

ATTESTED
Notary Public
(Signature with Official Seal)

OR

(SUB – REGISTRAR)
(Of concerned State)

ANNEXURE-4**PROFORMA OF POWER OF ATTORNEY****Rs 100 Non-Judicial Stamp paper****POWER OF ATTORNEY**

Be it known all to whom it concerns that: -

1. Shri _____ s/o _____ residing at _____
2. Shri _____ s/o _____ residing at _____
3. Shri _____ s/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____ (Address)

_____ hereby appoint
 Shri _____ s/o _____ residing
 at _____ as my/our Attorney to act in my/our name and on behalf and sign
 and execute all documents/agreements binding the firm for all contractual obligations (including references of
 cases to arbitration) arising out of contracts to be entered into by the firm with the PGM, Bengaluru Telecom
 District, Bengaluru in connection with their Tender Enquiry No.

_____ dated _____ for _____
 _____ due for opening on _____.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning
 M/s _____. And I/We hereby agree to confirm and ratify his all
 and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby
 conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our
 firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

Signature of the Proprietor/Partners/Directors

1.

1.

2.

2.

3.

—

Accepted

(Signature of Signatory of Tender Offer of the firm)

ATTESTED

Notary Public

(Signature with Official Seal)

OR

REGISTERED

Before

(SUB – REGISTRAR) (Of concerned State)

Annexure -5
AGREEMENT PROFORMA (On 200 stamp paper)

This Deed agreement for outsourcing model for Maintenance and provisioning of Landline & Broadband for External plant of Copper Network in Urban Area with Primary Cable Maintenance in <SSA Name of Cluster and Cluster ID> is made on this day of Year.....

BETWEEN

Principal General Manager B S NL in charge of Bangalore Business Area on behalf of BSNL (Bharat Sanchar Nigam Limited), A Government of India Enterprise Here in after called the "BSNL" which expression shall, unless excluded by or repugnant to context, include his successors and assignees or any other officer nominated by him or by the Chief General Manager Telecom, Karnataka Circle, BSNL of the first part.

AND

M/Srepresented by_having the registered office atherein after called the "Contractor" or Successful tenderer/vender [Which] expression shall wherever the context so admits include their successors and assignees also of the second part Whereas the BHARAT SANCHAR NIGAM LIMITED is desirous of appointing the said contractor for the Maintenance & provisioning of External Plant incluster of Bangalore BA for two years which may get extended for another one more year or up to the date of finalization of new Tender whichever is earlier on the same terms and conditions, at the sole discretion of PGM, BSNL, Bangalore.

A. BSNL is A Govt of India Enterprise to establish, operate and maintain telecommunication facilities and to provide telecommunication services and other related value added services, in various telecom circles in India.

B. BSNL in connection with providing telecommunication services has established an copper intends to appoint the Contractor (as defined hereinafter) for the purpose of Maintenance of the outsourcing model for Maintenance and provisioning of Landline & Broadband for External plant of Copper Network in Urban Area with Primary Cable Maintenance as Schedule in Section 3 Part-A hereunder, on terms and conditions set forth in this Agreement.

Now, therefore, the BSNL and the said contractor have entered into this agreement on remittance of Rs... as Security Deposit vide Cash/DD/PBG Noafter

adjusting EMD of Rs..... vide Receipt No. ----- dated..... The Tender notice, general instructions and guidelines to the tender, terms and conditions of the tender, tender schedule and all other particulars and instructions of the Tender notice No. Tender No:..... forms part of this agreement and the contractor agrees to comply with all the tender terms and conditions.

The contractor is responsible to do the work of Provision and Maintenance of Land line and Broadband for External Plant of Copper cable **End to End Network from MDF to Customer Premises of** cluster Bangalore BA.

In pursuance of the above, BSNL has agreed to avail the Services of the Contractor on exclusive basis and the Contractor has agreed to provide the same, on terms and conditions as contained herein below.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION AND INTERPRETATION: As per Section 4 Part A.
2. SCOPE OF AGREEMENT:

2.1 The scope of Services to be provided by the Contractor includes the maintenance activity mainly consists of outsourcing for Maintenance and provisioning of Landline & Broadband for External plant of Copper Network in Urban Area with Primary Cable Maintenance.

1) Maintenance of Customer Access Network and Local access Network includes

a) Attending all types of faults in Customer Access Network such as drop-wire break and drop cable breakdown, overhead cable break, foreign voltage faults, cleaning the joints in overhead lines and changing the wires, cables, DP Tag blocks faults etc.

b) Attending all types of cable faults from 5 pair cable to higher size such as Underground cable break, foreign voltage, earth fault set, faults at pillar and end to end testing.

c) Testing/jumpering at the MDF for fault repair, pair change, new LL/BB

connections.

- d) Clearing of fault dockets in the system after clearing of the faults.
- e) Attending the Broadband fault at the customer premises including configuration of CPE related issues.
- f) Attending ISDN PRI/Leased Circuits/SIP Trunk copper cable faults and all other services running on Customer Access Network
- g) Bidder has to maintain network beyond MDF including any mini-pillar and other network components between MDF and customer premises.
- ii) Provision of new Landline connections to the customers.
- iii) Provision of New Broadband connections on existing Landline
- iv) Provision of New Broadband connections with new Landline
- v) Shifting of landline and broadband connection
- vi) Provisioning of New ISDN PRI/Leased Circuits/SIP Trunk on copper media
- vii). All stores shall be supplied and installed by bidder at own cost except 5 pair and above UG cables. These costs will be borne by bidder and BSNL will not make any payment for these stores items.
- viii). Bidder will keep the following materials in each cluster for proper O&M as well as new connection provisioning.

Drop Wire / Drop Cable	Jumper Wire
5 Pair Cable	UY Connector
LJU	DP Tag Block

And all other materials will be provided by BSNL.

- ix). Storing packing and transportation of materials shall be done by the bidder.
- x). Packing and freight charges if any for taking out and return of BSNL provided items like 5 Pair cable etc. shall be borne by the bidder.
- xi). Material used /provided by the outsourced agency for maintenance and provisioning shall become the property of BSNL.
- xii). Connections which are located in same building of exchange/MDF will not be included for cluster count of working lines with exclusion of maintenance of these

number from the scope of cluster. Suitable flag will be updated in the system to identify such numbers clearly.

xiii) Contractor shall undertake to provide the Services in accordance with the terms and conditions mentioned in this Agreement and those contained in the tender document and LOI.

xiv) BSNL reserves the right to execute the outsourcing for Maintenance and provisioning of Landline & Broadband for External plant of Copper Network in Urban Area with Primary Cable Maintenance to chosen contractors for the performance and execution of such work notwithstanding any provisions to the contrary contained in this Agreement.

xv) All the faults made over to contractor (through APP) after 17.00hrs, the time beyond 8pm to next morning 8 am will not be counted in MTTR for first 24 hours. In all other cases MTTR will be counted between the time, fault made over to bidder and the time, fault is cleared by bidder.

xvi). MDF to Pillar UG cable fault will not be counted in MTTR.

xvii). The delay due to natural calamity or other uncontrollable reasons shall be excluded by ITPC after receiving the approval of BA Head prior to generation of performance invoice, as a force majeure case.

xviii). No extension of UG copper cable Network to be done. But if the contractor is finding such case as commercially feasible for them, then the contractor can lay UG copper cable on their own cost. Any material will not be given by BSNL for such cases.

3. OBLIGATIONS OF CONTRACTOR:-

3.1 Once the Contractor has been issued an LOI by BSNL, the Contractor is bound by the terms of its offer and this Agreement as the governing document between the Parties.

3.2 The charges quoted by the Contractor shall be construed to be on Contractor's own knowledge and judgment of the conditions and hazards involved in the work to be performed. BSNL is not responsible for any assumptions made by the Contractor for arriving at any type of costing or pricing.

3.3 BSNL shall at all times benchmark the performance of the Contractor to the

expected service levels as laid down in Schedule -A. In case of any deviation from the requirements or standards in this Agreement, the Contractor must make good the same at no extra cost to BSNL and shall be liable to pay penalties.

3.4 The Contractor shall undertake to make allowances for all contingencies in the contract price and shall not raise any additional claims or objections against BSNL in respect of any matters including but not limited to on account of nature of work, site conditions, right of way, surface and water conditions, claims for labor, equipment, materials and all other related issues.

3.5 The Contractor shall undertake that all the pocket expenses, travelling, boarding and lodging expenses for the Term of this Agreement shall be included in the Contract Price. No extra costs on account of any items or services shall be payable by BSNL.

3.6 The machinery, tools, equipments and / or materials of BSNL, either on route or at site, kept in the custody of the Contractor shall be maintained at the cost of the Contractor for the Term of this Agreement. The Contractor shall at all times be responsible for its safe custody and will be liable for any damages to such tool, machinery, equipment and materials of BSNL. The Contractor further undertakes that it shall have no right or claim including but not limited to right of lien over such machinery, tools, equipments and / or materials of BSNL for any reasons whatsoever arising under this Agreement.

3.7 The Contractor shall undertake to engage qualified and efficient workers and to complete the work strictly in conformity with the plans, drawings, and time-frames provided by BSNL. The Contractor further undertakes to provide immediate efficient replacement in case of non-performance by any of the worker / staff provided by the Contractor.

3.8 The Contractor shall undertake at all times to be solely liable to pay the salaries, wages and allowances, provident fund, employees state insurance as required under law for it's staff and workers

3.9 The Contractor shall undertake to strictly adhere to the terms of this agreement including the Schedules and any relevant Annexure subject to BSNL's instructions.

3.10 The Contractor shall undertake at all times work in co ordination with BSNL representative/supervisory staff and such other authorized personnel, other

vendors and that of any other relevant body, as may be required for the purpose of this Agreement.

3.11 The Contractor further undertakes to submit reconciliation statement of materials issued to Contractor on every 15 days.

3.12 The Contractor shall provide the entire infrastructure and work force under this Agreement not be used by Contractor for any other purpose or for any other company / entity /person in any manner whatsoever.

3.13 The Contractor shall, throughout the Term of this Agreement and throughout the duration of any Work Order(s) (wherever applicable), shall interalia remedy any defects arising therein, and take all reasonable steps to protect the environment on and off the route, avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of of the Contractor and it shall be exclusively liable and responsible for the same.

3.14 The **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 BSNL will not be responsible in any manner as per Sec 5 Part B.

4. PAYMENT TERMS, PENALTIES AND AWARDS:

It has been agreed by the Contractor that all payment terms, penalties and awards that are applicable in relation to the Services provided by the Contractor under this Agreement shall be in accordance with the terms and condition specified in the tender document..

5. TAXES, LICENCES AND PERMITS:

5.1 As part of the Contract Price, the Contractor shall, in connection with providing the Services, excluding GST, applicable levies (excluding works contract tax) as existing, increased or modified from time to time and shall also include any other statutory levies in respect of provisioning of such Services. The Contractor shall cooperate with and render all necessary assistance to BSNL to enable BSNL to avail of and / or recover other indirect taxes, duties and the like. In the event that work contract tax is applicable, BSNL shall deduct from the Contractor and will deposit the same with the appropriate authorities or the relevant body.

5.2 The Contractor shall and at all times be solely liable to pay the personal income taxes in respect of their staff and / or provident funds, employees state

insurance and other statutory charges as required under law.

5.3 All licenses and permits required by the Contractor for the execution of the work and / or provision of Services under this Agreement shall be directly obtained by the Contractor. Any extra charge that may be incurred by the Contractor for maintaining or renewing any license or permit shall be to the account of the Contractor without any extra costs to BSNL.

5.4. Payment of ROW charges: -RoW Permission, payment and coordination with local body will be delt by BSNL, as being done for maintenance of External Plant Cable Network.

6. Duration of Contract (Validity of tender): Initially agreement will be signed for two years with one + one year extension subject to the performance of the partner and approval of the competent authority. In case the calculated penalty (not levied as capped) for preceding 3 months (all 3 months) prior to date of end of contract , is less than or equal to 15% then the extension for an year will be mandatory subject to partner consent

Faults register should be maintained and get signature from the officer/official for attending the faults who will order the faults.

1. Reinstatement work should be done properly after completing the cable Faults.
2. Necessary identity cards should be issued by the contractor to the servicing personnel for getting entries to the concerned Telephone exchanges/offices/sub premises.
3. Packing and freight charges if any for taking out and return shall be borne by the contractor
4. Bill for service rendered shall be prepared in Triplicate duly indicating the GSTIN Number.
5. Penalties will be levied on monthly KPIs as given in the Penalty clause of the Tender.
6. The contract will be terminated with PBG for feature for consecutive 3 months non-performance on failure to meet all the SLAs i.e. MTTR, Provisioning, fault clearance and repeat faults parameters. Notice to be served for non performance in 1st month, 2nd month and 3rd month before final termination.
7. In case partial SLAs are met then also it is liable for termination.

However, Tender accepting authority reserves the right to grant any relief in action for termination considering the circumstances/nature in the appeal made by the bidder if one or more parameters are met.

8. Total penalties for network maintenance shall be capped at 15% of invoice value of maintenance work. But if penalty charges exceed more than 40% of invoice value then additional 5% penalty shall also be levied in addition to capped penalty 15%.
9. **TERMINATION:** The contract will be terminated at any time by written notice stating reasons for such cancellation/termination to the Contractor, in which even the Contractor shall be entitled to payment for the work done up to the time of such cancellation. In all such cases, the written notice shall be served to the Contractor 30 days in advance from the probable date of cancellation/termination. No compensation shall be payable to the Contractor towards purchases and hire of manpower and other material for use in respect of the work.

7 Exit Clause:

During the running period of Contract, either party shall have the right to terminate this as per the following conditions.

- A. **By partner:** by giving BSNL written notice 90 days in advance but only after completion of one year of the contract
- B. **By BSNL:** by giving the Bidder written notice 30 days in advance.
- C. **By partner:** In case of Advance notice by partner, PBG will be forfeited if any termination notice (s) is already served by BSNL. The termination date would be decided by BSNL authority as per the field and administrative convenience. In case of Advance notice by partner where no termination notice is served by BSNL, the PBG shall not be forfeited.
- D. **By BSNL:** BSNL may also terminate the Contract without assigning any reason whatsoever in the following instances (In case of SLA failure, “the existing three consecutive notices”(clause 13 (b) below) would be continued):

- (ii) Insolvency or bankruptcy of the Successful Bidder(s). However, the PBG may not be forfeited and BSNL authority reserves the right to decide on this.
- (ii) Change of ownership of the business of the Successful Bidder(s). However, the PBG may not be forfeited and BSNL authority reserves the right to decide on this.
- (iii) Breach of any of the terms/ conditions of the tender documents and this agreement. PBG forfeiture would be governed by existing tender clauses.
- (iv) For any other reasons as mentioned in other relevant sections of the bid document. PBG forfeiture would be governed by existing tender clauses

8. SUB-CONTRACTING AND ASSIGNMENTS: The Contractor shall not sub-contract or assign any part or the whole of the work under this Agreement or any Work Order(s) (wherever applicable).

9. ADDITIONAL TERMS:

1. If the 'BSNL' shall not require the whole work or part thereof to be carried out as specified in the Tender Document at any time, after the commencement of the work, the contractor shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carried out.
2. Without prejudice to any of the rights or remedies under this contract, if the Contractor expires, the contract will be terminated without forfeiting the Security Deposit to the 'BSNL' or any compensation to the Contractor, which does not amount to Breach of the contract. Any amount payable to the 'BSNL' under this contract shall be recoverable from any payment due to him or from the Security Deposit.
3. Contractor's legal heirs/representatives shall not without the consent in writing of the Officer- in-Charge, have the right to continue to perform the duties or engagements of the Contractor or under the contract, in case of his death. In all cases proof of death and other relevant documents to this effect shall be submitted to the Officer-in-charge in writing.

4. Set Off: Any sum of money due and payable to the tenderer (including Security Deposit refundable to him) under this contract may be appropriated by the PGM, BSNL Bangalore and set off against any claim of the BSNL for payment of a sum of money arising out of this contractor under any other contract made by the contractor with the BSNL.
5. I/We agree that in case of any dispute, the decision of the PGM BSNL BGBA regarding meaning and effects of this tender and agreement and also on the disputes arising out of the execution of the work and settlement of claims shall be final and legally binding.
6. I/We agree that to settle the disputes, the matter should be referred to an Arbitrator so appointed by the BSNL for the purpose and the decision of the arbitrator will be final and binding on both the parties.
7. Any Legal litigation is to be restricted to Bangalore District jurisdiction.
8. The period of contract will be for TWO YEAR with effect from the date of award of contract and PGM BSNL, BGBA reserves the right for further extension of one year if necessary.

For the avoidance of doubt, any additional terms or conditions in a Schedule, Annexure including any variations or amendments agreed by the Parties and recorded in writing will be a part of the Agreement and apply to the Services which are the subject of that Schedule, Annexure or any other documents incorporated by reference, Terms and conditions of Tender document, LOI, work order, Terms and definitions in the Agreement shall have the same meaning as this Agreement, unless expressly stated otherwise.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE SET THEIR RESPECTIVE HANDS TO THESE PRESENTS AND DUPLICATES HEREOF ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN. Date of Agreement Agreement Valid up to

Signed Sealed & Delivered
by the above Named Contractor
in the presence of

Signed & Delivered
on behalf of the ,Principal General
Manager BSNL BGBA by the

Witness:

1..

2..

Witness:

1....

2..

ANNEXURE-6

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	Cost of the tender document (₹___/-) or 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. 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.	
2	Bid Security in the form of Bank Guarantee for ₹___/- valid up to 180 days from the date of tender opening. Or 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. 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.	
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 (E)	
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 as per Section 7(C)	
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,B & C duly filled up and signed	
19	Scanned copy of attestation of the specimen signature of the authorized by the Bank as per Clause 14.3 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:.....