



**भारत संचार निगम लिमिटेड**  
( भारत सरकार का उपक्रम )  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**CHENNAI TELEPHONES**

**BID DOCUMENT**

eTender for selection of firm(s)/Outsourcing Agency(ies) for Maintenance and provisioning of Landline & Broadband for External plant of Copper Network for 5 Semi Urban and Rural Clusters of Chennai Telephones

**E-TENDER**

**TE NO. AGM/TENDER/CFA/OUTSOURCE-SEMIURBAN AND RURAL/2023-2024/01**  
**Dated 30.05.2023**

**DATE OF OPENING: 16.06.2023**

Assistant General Manager (Tender)  
O/o.PGM (CFA),  
2,Kush Kumar Road, Nungambakkam,  
Chennai - 600 034.

Tel No: 044-28216414

**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

O/o The Principal General Manager(CFA), Chennai Telephones,  
2,Kush Kumar Road, Nungambakkam,Chennai-600034.

TE NO. AGM/TENDER/CFA/OUTSOURCE-SEMIURBAN AND RURAL/2023-2024/01 dated 30.05.2023

From:

To: Prospective Bidders

AGM(Tender),O/o PGM (CFA),  
BSNL Chennai Telephones  
Chennai

**Sub: eTender document for selection of firm(s)/Outsourcing Agency (ies) for Maintenance and provisioning of Landline & Broadband for External plant of Copper Network for 5 Semi Urban and Rural Clusters of Chennai Telephones.**

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 TENDER ,CHTD ,BSNL

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

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

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o PGM (CFA),2,Kush Kumar Road,Chennai-34

On behalf of PGM CFA, BSNL, Chennai Telephones Digitally Sealed Tenders are invited for outsourcing of **Maintenance and provisioning of landline and Broadband network from MDF to Customer Premises including materials like 5 Pair cable, drop wire/ drop cable, jumper wire, UY connector, DP Tag block, LJU etc. for a period of 2 years with one + one year extension subject to the performance of the partner and approval of the competent authority In the following Semi Urban and Rural clusters of BSNL, Chennai Telephones.**

- Please do not edit the EMD amount displayed in the website while uploading the documents.
- Please PAY EMD only for the clusters for which you are bidding.

Name of SSA/ Circle	Sl.no	Cluster Name	Total number of Telepho ne Exchang e in cluster	* Total Number of working connections in Cluster(LL)&(LL +BB) in cluster as on 01.05.2023 Inc ISDN PRI & Leased Circuits in copper	Estimated Value of work for two years (in INR)	EMD 2% of estimated cost cluster wise (in INR)	Cost of Tender Document with 18% GST (in INR)
Chennai Telephones	1	CNCHN016	6	659	1007000	20140	590
	2	CMCHN040	16	746	1228000	24560	590
	3	CNCHN042	16	971	1997000	39940	590
	4	CNCHN051	11	564	987000	19740	590
	5	CNCHN052	8	371	669000	13380	590
			<b>Total</b>	57	3311	5888000	117760

Note 1: 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. The total number of connections is for arriving the estimated cost only. The final total number of lines is as per the work order.

Note 2: 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 bidder in the SSA. The choice of clusters will rest with successful bidder.

1. **A bid form with cluster names /IDs should be clearly mentioned 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.
2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website <https://www.chennai.bsnl.co.in> and <https://etenders.gov.in/eprocure/app>.
  - 2.1 The bidders downloading the tender document are required to submit the Tender document fee as mentioned in the Section 1 through E-payment (RTGS/NEFT) /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 "**BSNL COBA Collection A/c**" and payable at Chennai

The details for E-payment (RTGS/NEFT)

1. Bank Name : Union Bank of India,
2. Bank Account No. : 527401010012073
3. IFSC code: UBIN 0552747
4. Branch: Armenian Street, Chennai

2.2 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 Udyog Aadhaar Memorandum No. on Central Public Procurement Portal (through the e-procurement website and submit registration proof in this regard along with their bid. If the UAN is not registered on CPPP, bidder shall not be able to avail the benefits available to small and micro vendors as contained in Public Procurement Policy for MSEs, 2012. Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs, URN certificate should broadly cover the Equipment/ services offered in Tender.

3. **Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL <https://www.chennai.bsnl.co.in> and <https://etenders.gov.in/eprocure/app>. The same tender document is uploaded on BSNL website shall be made available on e-tender portal <https://etenders.gov.in/eprocure/app> from 09.00 hrs of 31.05.2023 onwards for start on online bid submission.

- Physical copy of the tender document would not be available for sale.
- The Tender document shall not be available for download from e-tender portal on its submission / closing date
- Cluster wise data is shown in Section 3 , Clause 3.2.

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& ESI in India. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration (Latest GSTR 3B & Copy of REG 06) at the time of award of work/ LOI/signing of contract, if declared successful.
- 4.1.4 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority as per OM N.6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 & 24<sup>th</sup> July, 2020 imposing restrictions under Rule144 (xi) of the General Financial Rules (GFRs) 2017 on the grounds of Defense

of India and National Security for information and compliance. ( PI refer the OM N.6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 & 24<sup>th</sup> July, 2020 for more details .Bidders complying this order in all respect only will be considered for placing orders. Non compliance of this order will result **in rejection of bid at evaluation stage** itself.) An undertaking is to be submitted by the bidder on the Bidder Company's letterhead (in Original) as per the proforma at ANNEXURE-2 (Available at the end of this Document)

- 4.1.5 A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- 4.1.6 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 supplier.
- 4.1.7 In case of multiple GST numbers, all the numbers can be provided as an Annexure.

#### 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. 2020-21, 2021-22.

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.)
- 4.2.3. If a bidder is not meeting the experience criterion as at para 4.2.1/4.2.2 above then the bid can be submitted through legally bound consortium with a company /firm etc., who has the required experience as at para 4.2.1/4.2.2. Client certificates issued to the consortium partner shall be submitted duly signed by consortium partner and lead partner in this regard as per para 4.2.1/4.2.2. It is clarified that legally bound consortium shall consist two companies/firms etc. only lead bidder& one consortium partner.

#### 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 last two consecutive financial years (i.e. 2020-21 and 2021-22) 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 last two financial (i.e. 2020-21 and 2021-22) shall be as below :

<b>Total working lines in all the Clusters for which tender/bid is submitted by a bidder</b>	<b>Required Turnover from Franchise Business (INR)</b>
Upto 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.

5. **Bid Security/EMD:**

The bidder shall furnish the Bid EMD 2% of the estimated cost for each cluster individually in one of the following ways:-

- a. E-payment (RTGS/NEFT) /Demand Draft/ Banker's Cheque drawn in favour of "**BSNL COBA Collection A/C**" and payable at **Chennai** separately for each cluster participated.

The details for E-payment (RTGS/NEFT)

1. Bank Name : Union Bank of India,
2. Bank Account No. : 527401010012073
3. IFSC code: UBIN 0552747
4. Branch: Armenian Street, Chennai

- b. Bank Guarantee(s) from a Scheduled Bank in India, drawn in favour of "PGM CFA CHENNAI TELEPHONES" which should be valid for 210 days from the tender opening date.

- c. The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. 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

6. **Date & Time of Submission of Tender bids:** On or before 14.00 Hrs of 15.06.2023.

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.

7. **Opening of Tender Bids:** At 14.30 hrs of 16.06.2023.

8. **Place of opening of Tender bids:** Chennai.

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.

9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.
11. PGM (CFA), BSNL, CHTD reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest bid.
12. The bidder shall furnish a declaration, as per Section 6 (A), in his/her 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.
13. The queries in respect of this bid document, if any, can be submitted through Email latest up to 05.06.2023 (3 days from issue of NIT).

BSNL Contact-1	
BSNL's Contact Person	AGM (Tender)
Telephone& Mobile	9444440102
E-mail ID	priya537@bsnl.co.in
BSNL Contact-2	
BSNL's Contact Person	SDE(Tender)
Telephone & Mobile	9444960118
E-mail ID	bijujosep@bsnl.co.in

## SECTION- 2

### Tender Information

1. **Type of tender: Single stage submission & Two stage opening.**  
Digitally sealed/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 **150 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 :- (ONLINE SUBMISSION)**
    1. Scanned Copy Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards the price of tender document as per the participation of Clusters.(Refer Section1-Cost of the Tender Document ).If Exempted from payment of Tender Document fee, Submit Proof regarding proof regarding registration with bodies under the MSME.
    2. Scanned Copy Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards BID SECURITY/EMD as per the participation of Clusters.(Refer Section1-EMD Cost )If Exempted from payment of EMD , Submit Proof regarding registration with bodies under the MSME.
    3. Scanned copy of the duly filled and signed Bid Form, section 9 Part A
    4. Scanned copy of the duly filled and signed Bidder's profile & Questionnaire. Section 8
    5. Valid MSE Certificate, if applicable .Along with Mandatory declaration regarding registration of its Udyog Aadhaar Memorandum (UAM) issued by Ministry of Micro Small and Medium Enterprises (MSME) on Central Public Procurement portal (CPPP). 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.
    6. Scanned copy of Proof regarding Experience as **per clause 4.2 of Section 1**
    7. Scanned copy of PAN card.
    8. Scanned copy of the valid EPF Registration Certificate.
    9. Scanned copy of the valid ESI Registration Certificate.
    10. Scanned copy of the valid GSTIN Registration Certificate. A self-declaration along with the evidence that the bidder is not black listed by GST authorities, Documentary proof of GST registration.
    11. Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable
    12. Scanned copy of Power of Attorney a per Clause 13.3 of Section 4 Part A
    13. Scanned copy of No Near relative certificate(s) in the prescribed pro-forma in Section 6-part B as per clause 31 of Section 4 Part A.
    14. 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)

15. Scanned Copy of Memorandum of Association or Partnership deed, if not a proprietor firm. 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.
  16. Scanned copy of Audited Financial Statement and ITR for last two Financial years (2020-2021 and 2021-2022) Section -4 Part A Clause 9.2 (a).
  17. Scanned copy of Documentary Evidence about JOB Capability. Section -4 Part A Clause 9.2 (b).
  18. Scanned copy of Solvency certificate from the banker of the tenderer as per Section -4 Part A Clause 9.2 (c).. *The solvency certificate shall not be older than 3 months from the date of issue of NIT.*
  19. Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to **Clause 10.2 (a) of Section-4 Part A.**
  20. Scanned copy of Entire Tender Document digitally or Manually signed on all pages without any alternation along with Addendum/Corrigendum.
  21. Scanned copy of attestation of the specimen signature of the authorized signatory issuing POA ,by Bank.
  22. Scanned copy of UNDERTAKING & DECLARATION as in Section 6(A)
  23. A self-declaration along with the evidence that the bidder is not black- listed by GST authorities
  24. An undertaking that Bidder is not black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid.
  25. 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
  26. Checklist of the documents submitted as per Annexure-4.
  27. Land Border sharing -Declaration as per Annexure-2
  28. Local Content Declaration as per Annexure-3
  29. Scanned copy of Letter of Authorization for attending Bid Opening Event as per Section 7 (C) if applicable.
- b. Physical Envelope shall contain : (OFF LINE SUBMISSION)**
1. DD/Banker Cheque payment for Tender Fee .(If applicable)
  2. DD/Banker Cheque or Bank Guarantee for EMD.(If applicable)
  3. Valid MSE Certificate/Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/EMD)
  4. Power of attorney in accordance with clause 13.3 of Section-4 Part A.

Tender Fee & EMD, if applicable, is required to be submitted by the bidder preferably through Online Payment mode as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document .In case of MSE (Micro &Small Enterprise) Bidder, valid MSE Certificate / Udyam Registration certificate, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee/EMD shall be required to be submitted.

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

1. Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee / EMD.
2. DD/Banker Cheque or Bank Guarantee (if opted for EMD).
3. Valid MSE Certificate/Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/EMD)

are to be **mandatorily** uploaded by the bidder in their online Technical bid part(1st electronic Envelope i.e. Technical Envelop) on e-tender portal failing which the tender bid shall be archived unopened/rejected on e-tender portal at bid opening stage.

Originals of bank instruments such as DD or EMBG towards Tender Fee, EMD/Bid Security respectively (if not submitted through e-payment mode), shall be submitted by bidder on any date before or within 5days of bid submission end date **failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope, shall be rejected.**

During tender process, BSNL's tender inviting authority may require the bidder to produce **Original copy of any document such as Power of Attorney, Integrity pact, Bid Form, Security agreement etc, submitted as scanned copy, in Technical bid part on e-tender portal (1st electronic Envelope), which the bidder will have to comply with.**

c. **Financial envelope shall contain (On-line Submission)**

- Price Schedule for Quoting the rates for the clusters participated as per Section 9 Part-B.
- Physical copy of Financial Bids will not be received from bidders .

4. **Payment terms:**

4.1 The bidder should submit the invoice to the officer in-charge of the cluster on receipt of proforma Invoice generated from BSNL IT System. The Tax Invoices are to be submitted by bidder in triplicate.

4.2 Maintenance charges for the new connections shall be payable from the first day of the following month of customer activation. (For example connections provided in May 2023 month will be counted from 01-06-2023 for maintenance calculation).

4.3 For the purpose of invoice preparation, Number of working /active connections in a cluster shall be calculated taking the average of working/active connections on the first and last day of the month. Working/Active connections will not include DNP/Voluntary closure pending orders if completed at Indoor, Safe custody cases, IG barred/ Suspended NP. Connections which are located in the 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.

4.4 Two proforma Invoices will be generated i.e. IV-1: Invoice Performa for Maintenance Charges and IV-2 : Invoice Performa for Provisioning Charges.

4.5 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.

4.6 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.**

4.7 Online generated GST payment details of previous month shall be submitted with the invoice(s) for payments.

- 4.8 Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST Compliances.
- 4.9 The cancellation of GST registration during the contract period will affect the processing of invoices. All successful bidders may ensure that the GST registration is not cancelled during the contract period for the smooth processing of invoices

**Note :-**

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal
- 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- 4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.
- 5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.
- 6) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the bidder/contractor/vendor.
- 7) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

**5. Time line for start of services:**

Within one week from the date of issue 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.

**Rate/Price initially fixed at the time of issue of Work Order shall remain fixed during the entire duration of contract including extension if any.**

## SECTION- 3

### 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 from MDF to customer. 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:**

**Maintenance and provisioning of Landline(LL) and Broadband(BB) copper network from MDF to Customer Premise with all materials like 5 Pair, drop wire/drop cable, jumper wire, UY connector, DP tag block, LJU etc. in the enclosed list of exchanges (semi urban & rural areas) of Chennai Telephones.**

#### **3.1 The scope of works shall broadly consist of following:**

##### **1) Maintenance of Copper Network from MDF to Customer premises includes the following:**

- a) Attending all types of cable faults from 5pair cable to higher size such as Underground cable break, foreign voltage, earth fault set, faults at pillar and end to end testing. Attending all types of faults in Customer Access Network such as drop wire break and drop cable break down, overhead cable network, foreign voltage faults, cleaning the joints in overhead lines and changing the wires, cables, DP Tag blocks faults etc. Under Ground Cable fault clearance means from MDF in exchange to customer end including pillars. This includes all type of trenching, jointing works to attend cable fault and the bidder to mandatorily provide all related testing equipment (Cable Route tracer, Cable fault locator, Modular splicing rig, Earth Megger, Continuity tester, Rig etc) for each clusters to discharge the functions listed, also any other works for attending to the faults required for maintenance of network.
- b) During shortage in supply of Materials , Cluster Partner shall collect it in the available locations.
- c) All sized cables , all type of cable faults and all the cable joints must be carried out as per BSNL standard Specification.
- d) After attending the cable faults, all pairs in the cable should be tested and test report should be given to franchise manager.
- e) Route monitoring/Patrolling and Protection of entire cable route whenever required to be taken care by the Cluster Partner. Whenever any Infrastructure Development / Maintenance work, Road widening etc. carried out by External agencies , Cable should be protected. Any damage of cables by external agencies must be brought to the knowledge of BSNL immediately. If required Shifting/Laying of Cable to be executed. The recovered cables must

- be handed over to respective Area Divisional stores with proper acknowledgment.
- f) Testing/ jumpering at the MDF for fault repair, pair change, new LL/BB connections.
  - g) Clearing of fault dockets in the system after clearing of the fault.
  - h) Attending the Broadband fault at the customer premises including configuration of CPE related issues.
  - i) Maintenance of Network includes- CP (cluster partners) has to maintain beyond last pillar including any mini-pillar and other network components between MDF and customer premises.
  - j) Attending ISDN BRI/PRI/Leased Circuits/SIP Trunk copper cable faults and all other services running on Local and Customer Access Network.
  - k) Separate team for cable faults and BB faults to be provided.
  - l) Cleaning, jumpering and replacing worn-out /damaged MDF/Pillar/DP tag block.
- 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) The contractor shall keep Drop wire/Drop Cable, 5 Pair, LJU, Jumper wire, UY connector, DP tag block in each cluster for proper O&M as well as new connection provisioning. .(All other materials will be provided by BSNL.).
  - 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 semi urban and rural area. 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 outsourced agency for maintenance and 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 these numbers from the scope of cluster. Suitable flag will be updated in the system to identify such numbers clearly.

**3.2 \* Working connection of the exchanges/clusters as on dated 01.05.2023**

Cluster ID	Exchange Code	Exchange Name	LLONLY	LL_BB	ISDN PRI/LC	TOTAL
CNCHN016	CHNABK	ARAMBAKKAM	14	8	1	23
CNCHN016	CHNMPK	MADARPAKKAM	21	16	1	38

Cluster ID	Exchange Code	Exchange Name	LLONLY	LL_BB	ISDN PRI/LC	TOTAL
CNCHN016	CHNARN	ARANI	17	14	3	34
CNCHN016	CHNGOT	GUMMUDIPOONDI OLD TOWN	67	23	2	92
CNCHN016	CHNGPD	GUMMUDIPOONDI	201	55	28	284
CNCHN016	CHNKVP	KAVARAIPETTAI	181	6	1	188
<b>CNCHN016 Total</b>	<b>6</b>		<b>501</b>	<b>122</b>	<b>36</b>	<b>659</b>
CNCHN040	CHNACP	ACHARAPAKKAM	61	29	8	98
CNCHN040	CHNCHT	CHUNAMPET	19	15	0	34
CNCHN040	CHNCTM	CHITTAMUR	20	8	2	30
CNCHN040	CHNCYR	CHEYUR	12	14	6	32
CNCHN040	CHNEPM	ELAPAKKAM	12	1	0	13
CNCHN040	CHNKDP	KADAPPAKKAM	9	5	1	15
CNCHN040	CHNKGI	KARUNGUZHI	28	3	2	33
CNCHN040	CHNLER	L.ENDATHUR	3	1	0	4
CNCHN040	CHNMDK	MADURANTHAKAM	88	33	16	137
CNCHN040	CHNMMR	MELMARUVATHUR	198	39	4	241
CNCHN040	CHNNDM	NEDUMARAM	18	8	2	28
CNCHN040	CHNORA	ORATHI	5	3	0	8
CNCHN040	CHNPUK	PUKKATHURAI	26	10	4	40
CNCHN040	CHNPVJ	PAVANJUR	11	4	1	16
CNCHN040	CHNZER	ZAMIN ENDATHUR	10	3	0	13
CNCHN040	CHNMSB	MARG SORNABHOOMI	3	1	0	4
<b>CNCHN040 Total</b>	<b>16</b>		<b>523</b>	<b>177</b>	<b>46</b>	<b>746</b>
CNCHN042	CHNMBP	MAMALLAPURAM	144	111	11	266
CNCHN042	CHNMPY	MANAPATHY	7	5	2	14
CNCHN042	CHNTKK	TIRUKALIKUNDRAM	70	44	12	126
CNCHN042	CHNAHK	Akshya Homes	22	7	0	29
CNCHN042	CHNKBM	KELAMBAKKAM	91	43	10	144
CNCHN042	CHNALA	ALATHUR	20	17	1	38
CNCHN042	CHNGAN	CHNGAN	24	6	1	31
CNCHN042	CHNKDG	KANDIGAI	1	0	3	4
CNCHN042	CHNKTR	KANATHUR	25	11	0	36
CNCHN042	CHNKVM	KOVALAM	53	28	3	84
CNCHN042	CHNMBK	MAMBAKKAM	1	0	1	2
CNCHN042	CHNMIL	MILITARY CAMP	3	0	0	3
CNCHN042	CHNNVR	NAVALUR	18	6	5	29
CNCHN042	CHNSIR	SIRUSERI	69	13	20	102
CNCHN042	CHNSLU	SOOLERIKADU	1	7	0	8
CNCHN042	CHNTUR	TIRUPORUR	32	20	3	55

Cluster ID	Exchange Code	Exchange Name	LLONLY	LL_BB	ISDN PRI/LC	TOTAL
<b>CNCHN042</b>	<b>16</b>		<b>581</b>	<b>318</b>	<b>72</b>	<b>971</b>
<b>Total</b>						
CNCHN051	CHNCAP	CAPARIO ENGG	11	0	0	11
CNCHN051	CHNDEL	Delphi TVS	30	0	0	30
CNCHN051	CHNEDP	EDAYARPAKKAM	5	13	1	19
CNCHN051	CHNMTR	MATHUR	14	10	3	27
CNCHN051	CHNMVP	MEVALURKUPPAM	43	8	7	58
CNCHN051	CHNPDI	PADAPPAI	67	22	7	96
CNCHN051	CHNSNV	SUNGUVARCHATRAM	41	16	4	61
CNCHN051	CHNSOM	SOMANGALAM	22	20	1	43
CNCHN051	CHNSPD	SRIPERUMPUDUR	119	47	27	193
CNCHN051	CHNTHA	THANDALAM DLC	11	2	0	13
CNCHN051	CHNMAW	MAMBAKKAM WEST	10	3	0	13
<b>CNCHN051</b>	<b>11</b>		<b>373</b>	<b>141</b>	<b>50</b>	<b>564</b>
<b>Total</b>						
CNCHN052	CHNAGK	AYYANGARKULAM	3	2	0	5
CNCHN052	CHNENA	ENATHUR	47	14	2	63
CNCHN052	CHNMNM	MANAMATHY	11	6	0	17
CNCHN052	CHNOMT	OLIMOHAMEDPET	43	22	0	65
CNCHN052	CHNRJK	RAJAKULAM	0	0	4	4
CNCHN052	CHNUTR	UTHIRAMERUR	58	46	10	114
CNCHN052	CHNWBJ	WALAJABAD	34	37	4	75
CNCHN052	CHNMEE	MEENAKSHI MEDICAL COLLEGE	23	5	0	28
<b>CNCHN052</b>	<b>8</b>		<b>219</b>	<b>132</b>	<b>20</b>	<b>371</b>
<b>Total</b>						

\*Working/Active connections will not include DNP/Voluntary closure pending orders if completed at Indoor, Safe custody cases, IC barred/ Suspended NP.

### 3.3 Service Level Agreement(SLA) & Penalties

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

- 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.
- 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

- % Fault Clearance in 24 hours:** More than 95% of the faults booked shall be cleared within 24hrs.
- 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.
- 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 3 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 the data for computation of Service Level Parameters will be taken from BSNL IT system.
9. Closure of normal faults will done by OTP based system.

### 3.4 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 already 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 what so ever in the following instances (In case of SLA failure, "the existing three consecutive notices "clause 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 **plus applicable GST** per customer of FMC of Rs.301 to 600

FMC - Rs. 601-800 :Rs.27 **plus applicable GST** per customer of FMC Rs.601 to 800

FMC – Above Rs. 800:Rs.35 **plus applicable GST** per customer of FMC above Rs.800.

PRI/SIP Trunk/Leased Circuits:Rs.70**plus applicable GST** per customer of PRI/SIP Trunk /Leased circuits.

3.5.2 **Plan up-gradation:** 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) **plus applicable GST**. 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  $\leq 5\%$ , 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  $\leq 3$  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	6 Hrs.	0.6% 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 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 Trunk/Leased Circuits or any other services on Local Access cum customer access Copper NW	3 days	Rs.50/- per day delay (max.Rs.200/-for each connection) for each connection.

- b) The contract(s) will be terminated with PBG forfeiture for consecutive 3months 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 1<sup>st</sup> month, 2<sup>nd</sup> month and 3<sup>rd</sup> month before final termination.
- c) In case partial SLAs are met then also it is liable for termination. However, TENDER/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) 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.
- f) If Landline/Broadband faults continue unattended for more than 7 days then Rs.5 per day penalty (levied for each such fault from 8<sup>th</sup> 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 8<sup>th</sup> day 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 1<sup>st</sup> day of next month till date of closure in next month
- g) GST on penalties on account of fault clearance, MTTR, repeat fault etc would be borne by the bidder.
- h) 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.

- i) 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 proforma Invoice.
- j) The bidder shall be responsible for safety of the materials, supplied and/or installed by him or installed by him after being provided by BSNL (U/G PIJF cable of size 10 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/her own cost.
- k) Any recovery of penalty levied by statutory bodies in connection with cable related works shall be recovered from the contractor's bills or Security Deposit.
- l) Damages caused to other agencies cables/ properties by the cluster partners to be recovered from the cluster partner's bills or Security Deposit.

Note: GST as applicable will be levied on penalties.

### 3.7 Sample calculation sheets

3.7.1 The maintenance charges shall be paid for a cluster per month based on the number of average working Lines for the month ( working lines on 1<sup>st</sup> and last day of the month added and divided by 2) for which maintenance charges is being calculated irrespective of the number of line/cable faults attended.

For example: Cluster 1 having 2000 Landlines without BB, 1000 Broadband with LL, 100 PRI/SIP Trunk/Leased circuits on Copper network

Calculation sheets are attached as per Annexure-I and Annexure-II (**All the calculation is exclusive of GST**):

#### Annexure -I

#### IV-1 : Invoice proforma for Maintenance charges with unit rate Rs.35/-

No	Type of work	Units	Rate	Cluster 1	Amount
		A	B	C	D=B*C
1	Monthly maintenance charges for each working LL without BB	1	35	2000	70000
2	Monthly maintenance charges for each working LL with BB	1+ Rs.17	52	1000	52000
3	Monthly maintenance charges for each working ISDN PRI/Leased Circuits/SIP Trunk	1+Rs.70	105	100	10500
4	MDF related work for each working lines (for cluster size <10K lines)	0.1	3.5	3100	10850
	Monthly Incentive for high FMC working numbers				
5	FMC Rs.301-600		17	500	8500
6	FMC Rs.601-800		27	300	8100
7	FMC 800+		35	200	7000
8	PRI/SIP Trunk/Leased circuits		70	100	7000
	Total Maintenance charges (a)				<b>173950</b>

Note: MDF related work for each working lines (for cluster size >10K lines), the rate is 0.07 of unit rate.

**IV-2 : Invoice proforma for Provisioning charges**

1	Provision of New Land Line	500	30	15000
2	Provision of BB only (on existing Landline)	250	20	5000
3	Provision of New Broadband including new Landline	650	10	6500
4	Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper	1000	5	5000
	<b>Total Provisioning charges (c)</b>			<b>31500</b>

\*Excluding GST

- 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.
- Same provisioning charges will be applicable for the 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 TC/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

**Annexure – I B**

Sample Calculation where additional incentive is to be considered for cases where gross provisioning of the month is more than or equal to 0.5% of cluster size.

Cluster Size as on date of issue of work order :

No. of Landline without Broadband	2000
No. of Landline with Broadband	1000
No. of ISDN PRI/Leased circuits/SIP Trunk on copper	100

So, the monthly target for getting additional incentive is  
 $15 \{0.5\% \text{ of } (2000+1000) = 15\}$

Sample Calculation for Provisioning LL/BB if Target of 15 lines is not achieved  
 (Total provisioning is, say,10)

No.	Type of Provisioning work	Count
1	Provision of New Land Line	6
2	Provision of BB only (on existing Landline)	5
3	Provision of New Broadband including new Landline	4
4	Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper	3
Additional Incentive is NIL		

Sample Calculation for Provisioning LL/BB if Target of 15 lines is achieved  
 (Total count of provisioning is, say, 25)

No.	Type of Provisioning work	Count
1	Provision of New Land Line	15

2	Provision of BB only (on existing Landline)	12
3	Provision of New Broadband including new Landline	10
4	Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper	4
Additional Incentive (b) is Rs.1,739.50 (1% of invoice value)		

**Annexure – II A**

**Sample calculation for Penalty for maintenance for maintenance charges of Rs 173950/- (Refer Annexure-I,IV-1 : Invoice proforma for Maintenance charges with unit rate Rs.35/-)**

Sl	Parameters	Penalty	SLA	SLA achieved	% of Invoice	Slippage in % or hr	Amount (Exl. GST)
1	Fault Clearance(95%)	0.2% of invoice value for each 1% of slippage	95%	90%	0.2	5%	1739.5
2	MTTR 12hrs	0.3% of invoice value for each hour of slippage( rounded off)	12 hrs	18	0.3	6	3131.1
3	MTTR 6hrs	0.6% of invoice value for each hour of slippage( rounded off)	6 hrs	7	0.6	1	1043.7
4	Repeat fault(10%)	1% of invoice amount for each 1% of slippage, capped at maximum 3%. This penalty within main SLA penalty capping, not over and above main penalty	10%	16%	1	6% (maxi Capping 3%)	5218.5
	Total Penalty for Maintenance(e)	If penalty exceeds 40% of invoice value then additional 5% penalty shall also be levied in addition to capped penalty of 15%. In this case, penalty is less than 40% of invoice value. Therefore, 15% capping is imposed.					11132.8

**Additional penalty calculation**

S. No.	Parameters	Penalty	SLA	SLA achieved	no of connections	penalty	slippage	penalty amount
1	LL / BB Faults	Rs.5 per day per line	7 days	10 days	12	5	3	180
2	Leased Circuits	Rs.15 per day per LC	7 days	9 days	2	15	2	60
	Total additional penalty for maintenance (f)							240

**Annexure – II B****Penalty calculation for Provisioning**

S. No	Parameters	Penalty	SLA	Provisioned	SLA Achieved	Delay	Penalty	Amount*
1	New LL or BB	Rs.25/- per day delay (max.Rs.100/- for each connection) for each connection.	3 days	10	4	1	25	250
2	New LL or BB		3 days	10	5	2	25	500
3	New LL or BB		3 days	10	6	3	25	750
4	New LL or BB		3 days	10	10	7	25	1000
5	BB on existing LL	Rs.25/- per day delay (max.Rs.100/- for each connection) for each connection.	2 days	5	1	0	25	0
6	BB on existing LL		2 days	5	2	0	25	0
7	BB on existing LL		2 days	5	4	2	25	250
8	BB on existing LL		2 days	5	8	6	25	500
9	New ISDN PRI/SIP Trunk/Leased Circuits	Rs.50/- per day delay (max.Rs.200/-for each connection) for each connection.	3 days	5	2	0	50	0
	Total Penalty for Provisioning (g)							3250

\*Excluding GST

**Summary of charges:**

Sl.No.	Description	Amount
	<b>Service charges</b>	
a	Total Mtce. charge	173950
b	Additional Incentive	1739.5
c	Total Provisioning charge	31500
d	Total invoice amt for the service (a+b+c)	207189.5
	<b>Penalty charges</b>	
e	Total penalty for mtce.	11132.8
f	Additional penalty for mtce.	240
g	Total penalty for Provisioning	3250
h	Total SLA penalty ( e+f+g)	14622.8
i	Net payable by BSNL (d-h)	192566.7

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.

**Note : In this tender ,GST Extra will be levied for all Penalties and Incentives.**

## SECTION-4 Part A

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 1. DEFINITIONS

- 1.1 "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), Chennai Telephones,.
- 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 on its contractual obligations.
- 1.8 "Telecom service Provider "means any Telecom provider 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" means 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

- 2.1 Kindly refer to Clause 4 of Section-1 i.e. Detailed NIT and clause 37 of Section 4 Part A.
- 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 general, technical, and financial qualification criteria.

#### 3. COST OF BIDDING

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

#### 4. DOCUMENTS REQUIRED

- 4.1 The detailed list of services required to be provided by the bidder, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

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

## **5. CLARIFICATION OF BID DOCUMENTS**

5.1 Prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by Email 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 up to 3 days from issue of NIT Copies of the query (without identifying the source) and clarifications by BSNL if any, by the tender issuing authority shall be placed on e-tendering web-site in form of Addendum/Corrigendum. (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 Email or by Addendum through e-tendering portal to all prospective bidders 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. All the amendments/corrigendum/addenda/extension of date(s) shall be published only on e-tendering website i.e. <https://etenders.gov.in/eprocure/app>. Therefore, the prospective bidders are advised to visit the website regularly.

## **7. DOCUMENTS COMPRISING THE BID**

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

7.2 EMD/Bid Security furnished in accordance with Clause 11.

7.3 A Bid form and price schedule completed in accordance with Clause 8 & 9.

## **8. BID FORM**

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

## **9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

9.1. 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 13.3 (a) and (d) of this Section and authorization for executing the power of Attorney as per Clause 13.3 (b) or (c) of this Section.
- d) Documentary proof of GST registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ LOI/signing of contract, if declared successful.
- e) Certificates from all Directors/ Partners of the bidder Company/firm stating that none of their near relatives are working in BSNL in accordance with Clause 31 of this Section.
- f) Certificate of Incorporation / Registration
- g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office and residence.

9.2 Documentary evidence for financial and technical capability.

- a) The bidder shall furnish Audited financial statement for last two financial years & IT Returns (i.e. 2020-21 and 2021-22) and a certificate from its bankers to assess its solvency/ financial capability to the tune of 30% of annual estimated cost of tender.
- b) The bidder shall furnish documentary evidence about Job capability necessary to perform the contract.
- c) Solvency certificate shall not be older than 3 months from the date of Issue of DNIT.

**10. DOCUMENTS ESTABLISHING SERVICES' CONFORMITY TO BID DOCUMENTS**

10.1 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.

10.2 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.

**11. BID SECURITY / EMD**

11.1. The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).

11.2 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.

- 11.3 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 11.7.
- 11.4 A bid not secured in accordance with Para 11.1 and 11.2 shall be rejected by BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders.
- 11.5 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 12.
- 11.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily in accordance with Clause 26 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. 26.4, 26.3 & 27.2 of this Section.
- 11.7 The bid security may be forfeited:  
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  
If the bidder does not accept the AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with Clause 27.
- 11.8. Bid Security will not carry any interest

## **12. PERIOD OF VALIDITY OF BIDS**

- 12.1 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/her bid valid for required duration, then the bid shall be rejected by BSNL and treated as non-responsive.
- 12.2 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 11 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.
- 12.3 Price initially fixed at the time of Work Order shall remain fixed during the entire duration of contract including extension if any.

## **13. FORMAT AND SIGNING OF BID**

- 13.1 The bidder shall submit his/her 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.
- 13.2 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.
- 13.3 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/ Company Resolution 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.

#### **14. SEALING AND MARKING OF BIDS**

- 14.1 The bid should be submitted as per Clause 3 of Section 2 -Tender Information.  
In Single stage bidding & two envelopes system the bidder shall submit his/her 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 & 9 with Bid Security as per Clause 11. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B.
- 14.2 a) The offline envelope if Applicable as per Clause 3 of Section 2 -Tender Information shall be addressed to the purchaser inviting the tender.  
AGM (Tender),  
Bharat Sanchar Nigam Limited,  
Chennai Telephones,  
4<sup>th</sup> Floor, O/o. P.G.M (CFA)  
2, KushKumar Road,Chennai-34,
- b) The offline envelope shall bear the name of the tender, the tender number, Cluster Names/IDs.
  - c) The offline Envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
  - d) Offline envelope should be hand delivered to AGM (Tender), Chennai Telephones or sent by registered post or delivered in person on above mentioned address (address is given in Clause 14.2 (a)).The responsibility for ensuring that the offline envelopes are delivered in time, would vest with the bidder. The purchaser shall not be responsible if the bids are delivered elsewhere.
  - e) Venue of Tender Opening: O/o. PGM (CFA), 2, Kush Kumar Road, Chennai-34 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. SUBMISSION OF BIDS**

- 15.1 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.
- 15.2 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.

**16. LATE BIDS**

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

**17. MODIFICATION AND WITHDRAWAL OF BIDS**

17.1 The bidder may modify, revise or withdraw his/her bid after submission prior to deadline prescribed for submission of bid.

17.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) .

17.3 Subject to Clause 19, no bid shall be modified subsequent to the deadline for submission of bids.

**18. OPENING OF BIDS BY BSNL**

18.1 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.

18.2 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).

18.3 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

18.4 Name of envelopes to be opened & information to be read out by Bid Opening Committee

(i) 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 AGM (Tender), BSNL,CHTD 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.

(ii) 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.

(iii) 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)

- 18.5 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.

**19. CLARIFICATION OF BIDS**

- 19.1 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.
- 19.2 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 out rightly rejected without entertaining further correspondence in this regard.

**20. PRELIMINARY EVALUATION**

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 Prior to the detailed evaluation pursuant to Clause 20, 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.
- 20.5 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.
- 20.6 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.

**21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 21.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.
- 21.2 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 20.2 above.
- 21.3 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.

**22. CONTACTING BSNL**

- 22.1 Subject to Clause 19, 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.
- 22.2 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.

**23. PLACEMENT OF ORDER**

- 23.1 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.
- 23.2 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 of 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.

**24. PURCHASER'S RIGHT TO VARY QUANTITIES**

- 24.1 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/her 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.
- 24.2 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.
- 24.3 The decision of PGM/GM SSA on any matter connected to this tender is final binding.

**25. 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.

**26. ISSUE OF ADVANCE WORKORDER**

- 26.1. The issue of an Advance Work Order shall constitute the intention of BSNL to enter into contract with the bidder for a period of one year.
- 26.2 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.
- 26.3 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 23 of Section 4 Part A.
- 26.4 In the event of withdrawal of AWO/LOI, subsequent claim of bidder for placement of Work Order/signing of contract, shall not be entertained by this office.

**27. SIGNING OF CONTRACT**

- 27.1 The issue of Work Order (WO) shall constitute the award of contract on the bidder for a period of one year.

27.2 Upon the successful bidder furnishing performance security pursuant to Clause 25 of this Section, the Purchaser shall discharge the bid security in pursuant to Clause 11 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. 23 & 26 of this Section.

**28. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of Clause 26 & 27 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.

**29. REJECTION OF BIDS**

29.1 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) The bids will be rejected at opening stage if Bid security is not submitted as per Clause 11.1 of Section- 4 Part A and bid validity is less than the period prescribed in Clause 12.1 of Section- 4 Part A.
- b) 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 9 of Section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) While giving compliance to Section-5 Part A, General (Commercial) conditions of contract, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 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.
- d) Section-9 Part-B, Financial Schedule: Prices are not filled in as prescribed in financial schedule.

29.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 29.1(a), 29.1(b) of Section-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

29.3 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.

29.4 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.

29.5 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.

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

As per Appendix-1 of Section 4 Part A.

**31. NEAR-RELATIONSHIP CERTIFICATE**

- 31.1. 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.
- 31.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 31.3. 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).
- 31.4. The format of the certificate is given in Section 6 (B).

**32. 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.

**33. 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.

**34 RESERVATION/ PROCUREMENT FROM MSME UNITS**

The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A.April 25<sup>th</sup> 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSMEs) shall be followed.

**35 CONCESSIONS TO MSME UNITS:**

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 Centres 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.

As per the instruction of DOT letter dated 02/04/2018 along with Department of Expenditure OM dated 28/02/2018, Registration of UAM (Udyog Aadhaar Memorandum) by ministry of MSME vendors on CPPP (Central Public Procurement Portal) is mandatory. The bidders who also fail to submit UAM number shall not be able to avail the benefits available to MSMEs as contained in Public Procurement Policy for MSMEs order, 2012 issued by MSME. As per the instructions of BSNL corporate office Vide F. No. CA/MMT/3-212018 Dated 18.07.2019,

- i) CPSEs shall procure minimum 25% of their annual procurement from MSMEs.
- ii) Out of 25% target of annual procurement from MSMEs 20% shall be procured from MSMEs owned by SC/ST entrepreneurs.
- iii) Out of total annual procurement from MSMEs, 3% from within the 25% target shall be earmarked for procurement from MSMEs owned by women.

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.

2. Exemption from payment of Bid Security deposit /Earnest Money Deposit

The MSME units registered with bodies as detailed in para 35 above shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSME.

- a) A proof regarding current registration with bodies as detailed in para 35 above for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by bodies as detailed in Para 35 should be current & valid on the date of opening of bid.

3. MSME reservation Quota: 25 % of the Estimated Quantity/requirement in this tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSMEs) having UAM No. For availing this quota, the Bidder should be a valid MSME bidder at the time of Tender opening. Bidders who become MSME category after Tender opening date will not be eligible for MSME reservation quota for this tender.

**36. MAKE IN INDIA CLAUSE**

Make in India orders issued by the Government of India (NO.18-10/2017-IP dated 29th



August, 2018) from time-to-time shall be strictly followed and to promote manufacturing and production of goods and services.

### **37. Conditions for Joint Venture/Consortiums (JV/CONSORTIUM)**

#### **Contractual Joint Venture/Consortiums**

##### **A) General**

In the case of tender by a Joint Venture/Consortium of two firms or companies as partners, Joint Venture/Consortium data must be furnished in the format prescribed along with the documents as mentioned therein. The following requirements shall also be complied with:

- a) The tender, and, in the case of a successful tender, the Form of Agreement, shall be individually signed so as to be legally binding on all partners.
- b) In case of partnership, one of the partners shall be nominated as being In-charge as Lead or Prime Partner and this authorization shall be evidenced by submitting a power of attorney signed by the partners or legally authorized signatories of all the partners.
- c) A member of JV/CONSORTIUM Firm shall not be permitted to participate either in individual capacity or as a member of another JV/CONSORTIUM Firm in the same tender.
- d) Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members shall be provided in case of a Joint Venture/Consortium.
- e) The partner In-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the Joint Venture/Consortium and the entire execution of the contract including payment shall be carried out exclusively through the partner In-charge of Joint Venture/Consortium.
- f) All partners of the Joint Venture/Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- g) In the event of default by any partner in the case of a Joint Venture/Consortium in the execution of his/her part of the Contract, the partner In-charge will have the authority to assign the work to any other partner acceptable to the Employer to ensure the execution of that part of the Contract.
- h) A copy of the agreement entered into by the Joint Venture/Consortium partner shall be submitted.
- i) In case the bidder is Joint Venture/Consortium, the bidder shall submit the following:
  - a) The Joint Venture/Consortium Agreement duly notarized indicating:
    1. Nomination of one of the members of the Joint Venture/Consortium to be In-charge or Lead Member. This authorization shall be issued by the legally authorized signatories of all members of the Joint Venture/Consortium.
    2. Details of the intended percentage participation given by each member, with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
    3. Each member of the Joint Venture/Consortium shall be jointly and severally liable for the undertaking of this Contract.
    4. The Tenderers - to qualify for award of Contract- shall submit a written power of attorney authorizing the signatory(ies) of the tender to commit the Tenderer or each member of the partnership or Joint Venture/Consortium. In case of Foreign Partners, Power of Attorney(s) and Board Resolutions confirming authority on the persons issuing the Power of Attorney for such actions, shall be submitted duly

notarized by the notary public in the country of origin and stamped by the Indian Embassy/High Commission.

5. Each page of tender shall be signed by the authorized signatory of the tenderer. Power of Attorney in favour of the signatory will be required to be furnished.

6. Cancellation or creation of a document such as Power of Attorney, Partnership Deed, Constitution of Firm, etc., which may have bearing on the tender/contract shall be communicated forthwith in writing by the tenderer to the Employer.

### **Equity Joint Venture/Consortiums (JV/CONSORTIUM)**

1. Separate identity/ name shall be given to the Joint Venture/Consortium Firm.

2. Number of members in a JV/CONSORTIUM Firm shall not be more than three.

3. A member of JV/CONSORTIUM Firm shall not be permitted to participate either in individual capacity or as a member of another JV/CONSORTIUM Firm in the same tender.

4. The tender form shall be purchased and submitted only in the name of the JV/CONSORTIUM Firm and not in the name of any constituent member.

5. EMD shall be submitted only in the name of the JV/CONSORTIUM Firm and not in the name of constituent member. However, in exceptional cases EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV/CONSORTIUM Firm and giving written confirmation from JV/CONSORTIUM members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV/CONSORTIUM Firm.

6. One of the members of the JV/CONSORTIUM Firm shall be its Lead Member who shall have a majority and have at least 51% share of interest in the JV/CONSORTIUM Firm and also, must have satisfactorily completed in the last seven years, one similar single work as defined above in para 4 of section 1 part A for a minimum value of 25% of advertised tender value. The other members shall have a share of not less than 20% each. In case of JV/CONSORTIUM Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.

7. A copy of Memorandum of Understanding (MOU) executed by the JV/CONSORTIUM members shall be submitted by the JV/CONSORTIUM Firm along with the tender. The complete details of the members of the JV/CONSORTIUM Firm, their share and responsibility in the JV/CONSORTIUM Firm etc., particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

8. Once the tender is submitted, the MOU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

9. Approval for change of constitution of JV/CONSORTIUM Firm shall be at the sole discretion of the BSNL. The constitution of the JV/CONSORTIUM Firm shall not be allowed to be modified after submission of the tender bid by the JV/CONSORTIUM Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV/CONSORTIUM Firm. Failure to observe this requirement would render the offer invalid.

10. Similarly, after the contract is awarded, the constitution of JV/CONSORTIUM Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

11. On award of contract to a JV/CONSORTIUM Firm, a single Performance Guarantee shall be submitted by the JV/CONSORTIUM Firm as per tender conditions. All the Guarantees like Performance Guarantee, etc. shall be accepted only in the name of the JV/CONSORTIUM Firm and no splitting of Guarantees amongst the members of the JV/CONSORTIUM Firm shall be permitted.

12. On issue of LOA (Letter Of Acceptance) / WO (Work Order), an agreement among the members of the JV/CONSORTIUM Firm (to whom the work has been awarded) shall be executed and got registered Before the Registrar of the Companies under Companies Act or before the Registrar /Sub Registrar under the Registration Act, 1908. This JV/CONSORTIUM Agreement shall be submitted by the JV/CONSORTIUM Firm to the BSNL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV/CONSORTIUM and the JV/CONSORTIUM. This Joint Venture/Consortium Agreement shall have , inter-alia, following Clauses:

12.1 Joint And Several Liability - Members of the JV/CONSORTIUM Firm to which the contract is awarded, shall be jointly and severally liable to the BSNL for execution of the project in accordance with General and Special Conditions of Contract. The JV/CONSORTIUM members shall also be liable jointly and severally for the loss, damages caused to the BSNL during the course of execution of the contract or due to non-execution of the contract or part thereof.

12.2 Duration of the Joint Venture/Consortium Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

12.3 Governing Laws- The Joint Venture/Consortium Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

13. Authorized Member - Joint Venture/Consortium members shall authorize one of the members on behalf of the Joint Venture/Consortium Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign Measurement Books/ Work Diary and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV/CONSORTIUM Firm.

14. No member of the Joint Venture/Consortium Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other Members and that of the BSNL in respect of the said tender/contract.

15. Documents to be enclosed by the JV/CONSORTIUM Firm along with the tender:

15.1 In case one or more of the members of the JV/CONSORTIUM Firm is/are partnership firm(s), following documents shall be submitted:

- (a) Notary certified copy of the Partnership Deed,
- (b) Consent of all the partners to enter into the Joint Venture/Consortium Agreement on stamp paper of appropriate value (in original).
- (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV/CONSORTIUM Agreement on behalf of the partnership firm and create liability against the firm.

15.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:-

- (a) Proprietorship deed

15.3 In case one or more members is/are limited companies, the following documents shall be submitted:

- (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV/CONSORTIUM agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV/CONSORTIUM Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
- (b) Copy of Memorandum and Articles of Association of the Company.

(c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

15.4 All the Members of JV/CONSORTIUM shall certify that they are not black listed or debarred by BSNL or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity as members of the JV/CONSORTIUM or the JV/CONSORTIUM Firm in which they were/are members.

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is imposition of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

16. Credentials & Qualifying Criteria: Technical and financial eligibility of the JV/CONSORTIUM Firm shall be adjudged based on satisfactory fulfilment of the following criteria:

At least One Member of the JV/CONSORTIUM Firm 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. 2020-2021 & 2021-2022.

OR

At least One Member of the JV/CONSORTIUM Firm must be a 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 .)

Both the Member's of the JV/CONSORTIUM Firm must jointly have a minimum annual turnover of 30% of the total annual estimated cost of the Cluster/s for which they are participating, during each of the consecutive financial years 2020-2021 & 2021-22 or. 2019-20 if not available of 2021- 2022 from telecom business as mentioned in 4.2.1 in Technical Qualification.

OR

If any Member of the JV/Consortium is BSNL Franchise, total turnover from franchise business with BSNL in (FY 2020-2021) + (FY 2021-2022) or (FY 2019-20) 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)
upto 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).

#### Appendix-1 to Section 4 Part A

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
1(b) contd	(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) Banning of Business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(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. iv) Banning of Business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	<b>Note 3:-</b> However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his/her representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his/her 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.	Forfeiture of EMD.

4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	i) Termination of WO. ii) Under take work in accordance with Clause 8 Section 5A 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.	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 8 Section 5A 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	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ' <b>Set off</b> ' Clause 10 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.	
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) Undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services

	insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	received iii) Under take work in accordance with Clause 8 Section 5A at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with Clause 8 Section 5A at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
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.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	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	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
<p><b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p><b>Note 8:-</b>In case of clash between these guidelines &amp; provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p><b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.</p>		

## SECTION-4 Part B

### SPECIAL INSTRUCTIONS TO BIDDERS

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

#### 1. Evaluation

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

Step I: 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, 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 12 Section 4 Part A of this Bid Document;
- i. Bid being conditional in nature
- j. Bid not received (Electronic and offline) by due date and time as specified in Clause 6 of DNIT;
- k. More than one Bidding Company using the credentials of the same Parent /Affiliate;
- l. Bidder delaying in submission of additional information or clarifications sought by BSNL.

m. Bidder makes any misrepresentation of facts.

n. Bid not accompanied by valid EMD

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

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

1.3.1. After ensuring EMD with respect to its amount and validity; evaluation of Bid will be carried out based on the information furnished by the Bidder as per the prescribed Formats in Section 7 and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause4 of Section 1 DNIT

1.3.2. Price Bid of only those bidders will be opened whose Techno-Commercial qualification requirement, prima facie meets the Qualifying Criteria. However, if at later stage it is found that Techno-Commercial bid doesn't meet the qualification criteria, bid can be rejected at sole discretion of BSNL.

**1.4. Step III – Selection of Successful Bidders**

1.4.1. Only the bids qualifying in Step II above, shall be financially evaluated for respective 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 CPPP's e-tender portal centric and for e-tenders invited by PGM CFA Chennai telecom District only.

**General**

**As BSNL has decided to use process of e-tendering for inviting this tender, the physical copy of the tender would not be sold. Submission of Bids only through online process is mandatory for this Tender.**

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

**Special Instructions:**

1. **Tender Bidding Methodology:**  
Sealed Bid System – 'Single Stage – Using Two Envelopes',  
Financial & Techno-commercial bids shall be submitted by the bidder at the same time.
2. **Broad outline of activities from Bidders prospective:**
  1. Procure a Digital Signing Certificate (DSC)
  2. Register on Central Public Procurement Portal (CPPP)
  3. Create Users and assign roles on CPPP
  4. View Notice Inviting Tender (NIT) on CPPP
  5. Download Official Copy of Tender Documents from CPPP.
    1. Attend Public Online Tender Opening Event (TOE) on CPPP Opening of Techno-commercial Part
    2. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL's Post-TOE queries
    3. Attend Public Online Tender Opening Event (TOE) on CPPP Opening of Financial-Part (Only for Technical Responsive Bidders)
    4. Participate in e-Reverse Auction on CPPP, wherever applicable
    5. Please take care to scan documents that total size of documents, to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
  6. Utmost care may be taken to name the file/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:

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

7. It is advised that all the documents to be submitted (See clause 6 of Section 4 Part C) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (BOQ) as per Section-9 Part-B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked

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

**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**

**Note : While uploading the documents, it should be ensured that the file name should be the name of the document itself**

### 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 3 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 Central Public Procurement Portal (<https://etenders.gov.in/eprocure/app>) Vendor need to register on the portal. The vendor should visit the home-page of the CPPP portal (<https://etenders.gov.in/eprocure/app>) and go to the e-procure link then select Bidders Manual Kit. Intending bidders are requested to register themselves with CPPP through <https://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc., Tender processing fee payment (if applicable) should be done during requisition of tender online. BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

Note: After successful submission of Registration details and Vendor registration fee and processing fee ( as applicable) please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

CPPP Helpdesk	
Telephone/Mobile Nos.	0120-4001002,0120-4001005, 0120-4200462, 0120-6277 787
E-mail ID	<a href="mailto:cphp-nic@nic.in">cphp-nic@nic.in</a> [Please mark CC: <a href="mailto:support-nic@ncode.in">support-nic@ncode.in</a> ]

As a first step kindly refer the User Manual. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002. A mail can be sent to [support-eproc@nic.in](mailto:support-eproc@nic.in) and [cphp-nic@nic.in](mailto:cphp-nic@nic.in) For all technical issues. A mail can be sent to [cphp-doe@nic.in](mailto:cphp-doe@nic.in) for any policy / domain issues. If some problem is faced during publishing of Tender / Corrigendum / AOC, users may kindly send a mail to [support-eproc@nic.in](mailto:support-eproc@nic.in) along with the screen shot of the page.

BSNL Contact-1	
BSNL's Contact Person	AGM (Tender)
Telephone/ Mobile	9444440102 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	priya537@bsnl.co.in

BSNL Contact-2	
BSNL's Contact Person	SDE(Tender)
Telephone/ Mobile	9444960118 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	bijusep@bsnl.co.in

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

#### 5. Some Bidding related Information for this Tender

In this tender the bidder has to participate in e-tender online. Some documents are to be submitted physically offline. For details please see clause 6 Section 4 Part C

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/ Addendum/Addenda
3. Eligibility proof
4. Two Envelopes
  - Techno-commercial -Part
  - Financial-Part

#### 6. BID Submissions:

##### 6.1 Offline Submissions

1. DD/Banker Cheque payment for Tender Fee .(If applicable)
2. DD/Banker Cheque or Bank Guarantee for EMD.(If applicable)
3. Valid MSE Certificate/Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/EMD)
4. Power of attorney in accordance with clause 13.3 of Section-4 Part A.

##### 6.2 Online submission:

The following documents must be uploaded in CPPP portal

Sl no	Documents
1	Scanned Copy Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards the price of tender document as per the participation of Clusters.(Refer Section1 -Cost of the Tender Document ). If Exempted from payment of Tender Document fee, Submit Proof regarding proof regarding registration with bodies under the MSME.
2	Scanned Copy Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards BID SECURITY/EMD as per the participation of Clusters.(Refer Section1-EMD Cost ) If Exempted from payment of EMD , Submit Proof regarding registration with bodies under the MSME.

3	Scanned copy of the duly filled and signed Bid Form, section 9 Part A
4	Scanned copy of the duly filled and signed Bidder's profile & Questionnaire. Section 8
5	Valid MSE Certificate, if applicable (1) Along with Mandatory declaration regarding registration of its Udyog Aadhaar Memorandum (UAM) issued by Ministry of Micro Small and Medium Enterprises (MSME) on Central Public Procurement portal (CPPP). (2) 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.
6	Scanned copy of Proof regarding Experience as <b>per clause 4.2 of Section 1</b>
7	Scanned copy of PAN card.
8	Scanned copy of the valid EPF Registration Certificate.
9	Scanned copy of the valid ESI Registration Certificate.
10	Scanned copy of the valid GSTIN Registration Certificate. A self-declaration along with the evidence that the bidder is not black listed by GST authorities, Documentary proof of GST registration.
11	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable
12	Scanned copy of Power of Attorney a per Clause 13.3 of Section 4 Part A
13	Scanned copy of No Near relative certificate(s) in the prescribed pro-forma in Section 6- B as per clause 31 of Section 4 Part A.
14	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)
15	Scanned Copy of Memorandum of Association or Partnership deed, if not a proprietor firm. 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.
16	Scanned copy of Audited Financial Statement and ITR for last two Financial years (2020-2021 and 2021-2022) Section -4 Part A Clause 9.2 (a).
17	Scanned copy of Documentary Evidence about JOB Capability. Section -4 Part A Clause 9.2 (b).
18	Scanned copy of Solvency certificate from the banker of the tenderer as per Section -4 Part A Clause 9.2 (c).. <i>The solvency certificate shall not be older than 3 months from the date of issue of NIT.</i>
19	Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to Clause 10.2 (a) of Section-4 Part A.
20	Scanned copy of Entire Tender Document digitally or Manually signed on all pages without any alternation along with Addendum/Corrigendum.
21	Scanned copy of attestation of the specimen signature of the authorized signatory issuing POA ,by Bank.
22	Scanned copy of UNDERTAKING & DECLARATION as in Section 6(A)

23	A self-declaration along with the evidence that the bidder is not black- listed by GST authorities
24	An undertaking that Bidder is not black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid.
25	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
26	Checklist of the documents submitted as per Annexure-4.
27	Land Border sharing - Declaration as per Annexure-2
28	Local Content Declaration as per Annexure-3
29	Scanned copy of Letter of Authorization for attending Bid Opening Event as per Section 7 (C) if applicable.

**NOTE:**

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

**6.3 Price schedule / BOQ**

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

- i) Down load price schedule / BOQ part
- ii) Fill rates in down loaded price schedule / BOQ
- iii) Save filled copy of downloaded price schedule / BOQ file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
- iv) Download price schedule / BOQ in **Excel format**. Fill up required information and save in your computer for uploading it while submitting the bid

**7. Special Note on Security of Bids**

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.

**8. Public Online Tender Opening Event (TOE)**

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

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on CPPP.

**NOTE:** In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.



In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

## 9. E-Reverse Auction

E-Reverse Auction would be conducted on unit/total package/net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial Part if required

The following would be parameters for e-Reverse Auction

SI No	Parameter	Value
1.	Date and Time of reverse Auction bidding event	Will be intimated to Technically Responsive bidders after the opening of financial part
2.	Duration of Reverse –Auction bidding event	.....(typically 1 to 2) hours.
3	Automatic extension of the Reverse –Auction Closing Time, if last bid received is within a pre-defined Time Duration before the Reverse Auction closing Time	Yes
3.1	Pre defined Time Duration	.....xx Minutes (typically 05 minutes)
3.2	Time Duration of Automatic extension	.....yy Minutes (Typically 10 minutes)
3.3	Maximum number of Auto Extensions	.....nn Automatic Extensions (Typically 04 to 06 extensions)
4	Criteria of bid acceptance	Beat on starting last quoted price as well as Beat on Rank-1 Bid Value
5	Entity start price	Unit/total package/net cost to BSNL .
6	Minimum bid decrement	.....(Value in currency)
7	Display of Pseudo identity of bidders during bidding period	To all Bidders, as well as BSNL's officers
8	Display of Bidder's own current Rank	Yes

Note: Parameters at SI No. 5 and 6 shall be confirmed after opening & evaluation of Financial bid parts.

## 10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal. The help information provided through 'CPPP User-Guidance Center' is available in three categories –Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender

submission deadline on CPPP.

2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP

3. Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.

4. Submit your bids well in advance of tender submission deadline on CPPP (BSNL should not be responsible any problem arising out of internet connectivity issues).

**Important Note:**

1.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.

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.

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

**11. Minimum Requirements at Bidders end**

Computer System with good configuration ( 1 GB RAM, OS Windows 7 or higher version) ,Broadband connectivity. Microsoft Internet Explorer 8.0 /Mozilla Fire Fox ,Digital Certificate(s) and latest version of Java installed

**12. Vendors Training Program**

Vendors may contact the CPPP Helpdesk personnel given in clause 4 of Section 4 Part C ,for any type of training/help, which they may require while uploading the bids.

.....  
**Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his/her Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

### SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any

other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**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. 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.

**3. PERFORMANCE SECURITY**

3.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 3% of the value of Advance Work Order/ LOI, within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

3.2 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.

3.3 The performance security Bond shall be in the form of either FD/DD in favour of “**BSNL COBA Collection A/c**” and payable at **Chennai** or in form of Bank Guarantee issued by a scheduled Bank in India **valid for three years** and in the proforma provided in 'Section-7B of this Bid Document .

3.4 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.

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

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

**4. PAYMENT TERMS- Refer Section-2**

**5. Delay in Performance: Refer Section-3**

**6. PENALTY-- Refer Section-3.**

**7. FORCE MAJEURE**

7.1 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.

7.2 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.

7.3 BSNL services are under essential services category. Hence the decision of the tendering authority is final.

## **8. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

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

- (a) Failure to deliver services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 5 of this section;
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactory 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. BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

## **9. ARBITRATION**

9.1 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.

9.2 A party wishing to commence arbitration proceeding 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.

9.3 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. 5Lakhs to Rs.5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empaneled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

9.4 Neither party shall appoint its serving employee as arbitrator.

9.5 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/her place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his/her predecessor had left it both parties consent for the same; otherwise he shall proceed de novo.

9.6 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.

9.7 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.

9.8 **Fast Track Procedure –**

9.8.1 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).

9.8.2 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.

9.8.3 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Sub-section (1):-

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

- 9.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- 9.8.5 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.
- 9.8.6 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.
- 9.8.7 The arbitral tribunal shall make and publish the award within time stipulated as under:

<b>Amount of Claims and Counter Claims</b>	<b>Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)</b>
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.

- 9.8.8 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/her travel / stay and the expenses incurred shall be shared equally by the parties.
- 9.8.9 The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).
- 9.8.10 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.

## **10. 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. In case of set off of the security deposit 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, the GST on such set off will be borne by the supplier.

GST would not be liable on security deposit. But if supplier set off the security deposit 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, then GST would be levied.



## 11. COURT JURISDICTION

- 11.1 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.
- 11.2 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 Courts at Chennai only”.**

## 12. 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.

## 13. GST INVOICE AND COMPLIANCES.

- 13.1 All the details of bidder/contractor/vendor (name, address, GSTIN/unregistered bidder/contractor/vendor, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 13.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 13.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the bidder/contractor/vendor to issue credit note and take tax adjustment.
- 13.4 It would be the responsibility of the bidder/contractor/vendor to declare correct information on invoice and GSTN viz. the invoice number, amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the bidder/contractor/vendor, the same would be recovered by BSNL from the bidder/contractor/vendor.
- 13.5. Registered location of the both the parties i.e. BSNL and bidder/contractor /vendor should be mentioned in the agreement with GSTIN No. Further, bidder/contractor/ vendor should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.
- 13.6. BSNL could at any time instruct the bidder/contractor/vendor to raise its invoices at a particular location of BSNL.
- 13.7. It is the responsibility of the bidder/contractor/vendor to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the bidder/contractor/vendor shall intimate to BSNL and give adequate time before raising of the invoice.
- 13.8. E-waybill number should be mentioned on the invoices.
- 13.9. Bidder/contractor/vendor shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
- (a) It is the responsibility of the bidder/contractor/vendor to ensure that outward

supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by bidder/contractor/vendor.

(b) Reporting of correct outward supply by bidder/contractor/vendor in the outward return (GSTR-1) is the responsibility of the bidder/contractor/vendor. In case of mismatch because of bidder/contractor/vendor's fault, prompt amendments must be made by the bidder/contractor/vendor else bidder/contractor/vendor would be required to indemnify BSNL of the loss of credit due to mis-match.

The compliances to be adhered by bidder/contractor/vendor includes (but is not limited to) the following:

- (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
  - (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by bidder/contractor/vendor for capturing information on the invoice.
  - (iii) Bidder/contractor/vendor needs to pay the entire self-assessed tax on timely basis.
  - (iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by bidder/contractor/vendor then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by bidder/contractor/vendor. Such changes w.r.t. the mismatch are required to be accepted by bidder/contractor/vendor within the time limit prescribed under the GST law. It should be noted that in case bidder/contractor/vendor does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the bidder/contractor/vendor. In case of mismatch because of Bidder/contractor/vendor's fault, prompt amendments must be made by the bidder/contractor/vendor else bidder/contractor/vendor would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
  - (v) Bidder/contractor/vendor to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the bidder/contractor/vendor would be recovered from the bidder/contractor/vendor.
  - (vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case bidder/contractor/vendor gets black listed during the tenure of BSNL contract, then bidder/contractor/vendor must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of bidder/contractor/vendor.
- 13.10. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.
- 13.11. It shall be the responsibility of the bidder/contractor/vendor to mention State of place of supply of goods/services in the invoice issued to BSNL.

## 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/her workers and PGM/GM/..... SSA shall not be responsible in any manner.

**2.1** The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the labourer engaged by him at his/her 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/her 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/her Labourer in carrying out the work and the same shall be rectified / compensated by the contractor at his/her 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/her 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. His/Her worker should vacate premises after the completion of contract work.

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

**2.9 No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the contractor must comply all requirements as per applicable Law/ Acts etc.**

**2.10** The decision of PGM/GM SSA on any matter connected to this tender is final & binding on bidder.

**3. 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 90days in advance but only after completion of one year of the contract.

**b. By BSNL:** by giving the Bidder written notice 30days in advance.

**A. By partner**

In case of Advance notice by partner, PBG will be forfeited if already 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 what so ever in the following instances (In case of SLA failure, "the existing three consecutive notices "clause 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.

**SECTION-6**

**6(A) -UNDERTAKING & DECLARATION**

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

**a) Certified that:**

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

**b) The Tenderer hereby covenants and declares that:**

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

Date: .....

.....

Signature of Tenderer

Place: .....

Name of Tenderer  
Along with date & Seal

**6 (B) – NEAR RELATIONSHIP CERTIFICATE:**

(Format of the Certificate to be given as per the **Clause 31 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,Chennai Telephones** as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Signature of the Tenderer  
With date and seal

**OR**

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

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

Signature of the tenderer  
With date and seal

**SECTION- 7**

**PROFORMAS**

**7(A) For the BID SECURITY/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.

In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**BSNL COBA Collection A/c**" and payable at **Chennai**

7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation:.....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers.....



**7(B) For the Performance Guarantee**

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

Dated:.....

**Sub: Performance guarantee.**

Whereas .....(hereafter referred to as BSNL) has issued an AWO 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 .....of Rs. ..../- (hereafter referred to as "P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date")

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

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason

of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;
- (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of **"BSNL COBA Collection A/c"** and payable at **Chennai**

7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers.....

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

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

**Subject:** Authorization for attending Bid opening

I/ We Mr. /Ms. .... have submitted our bid for the tender no. .... in respect of ..... (Item of work) which is due to open on ..... (date) in the Meeting Room, O/o .....

We hereby authorize Mr./Ms. ....and 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/Other

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

.....  
.....

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

GSTN1.....

GSTN2.....

GSTN 3..... and so on

**B) Questionnaire**

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

1.1 If Yes, Give details

.....  
.....

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

2.1 If Yes, Give details

.....  
.....

3. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

**SECTION-9 Part-A**

**BID FORM**

To	From
.....	.....
<complete address of the purchaser>	<complete address of the Bidder>
.....	.....
.....	.....

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

Cluster Names/IDs Participated: -----

Ref: Your Tender Enquiry No. ....dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/corrigenda / addenda Nos. .... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **“Maintenance and provisioning of Landline & Broadband for External plant of Copper Network in Semi Urban and Rural Areas of Chennai Telephones”** with 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 **150 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 will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
7. Until a formal Purchase/ Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 2023

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

**SECTION 9 PART-B****Financial Schedule:****Name of the Circle: Chennai Telephones**

<b>Base Price Per Unit *</b>	<b>Quote +/- % age of the Base price per unit (in figures)</b>	<b>Quote +/- % age w r t Base price per unit (in words)</b>
<b>Rs.35 (Rupees Thirty Five Only) *Excluding GST</b>		

**(Note :1. The bidders has to quote +/- % age of Base price per unit. All other rates are fixed by BSNL C.O. For each Cluster, rate to be quoted separately).**

**GST Rate applicable .....%**

**Applicable SAC (6 Digit) .....**

<b>SI No</b>	<b>Type of maintenance work (fixed rate)</b>	<b>Basic Rate equivalent to(Units)</b>
1	Monthly maintenance charges for each working LL without BB	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

<b>SI</b>	<b>Type of Provisioning work</b>	<b>Charges</b>
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/-
5	Same provisioning charges will be applicable for the 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	
6	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.	

**SECTION 10**  
**VENDOR MASTER FORM**



**VENDOR MASTER FORM**



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

**(\*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.**

Title\* :

Name\* :

Address \* :

Town/District\* :

City\* :

State\* :

Postal/Pin code\* :  Country\* :

**Contact Details:**

Telephone Number :  Fax No. :

Email\_id :

(Mandatory for E-Tendering)

Name of Contact Person :  Mobile No. :

Alternate Contact Person :  Mobile No. :

**Tax information:**

PAN :

GSTIN. no. :

**Income Tax Exemption details:**

IT exemption no. :  IT exemption rate :

IT Exemption date :

IT exemption date from :  IT exemption date to :



**Excise Details:**

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

**Payment Transaction/Bank Details:**

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10)  Current(11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

**Industry Status:**

Micro/ SSI Status : Yes  No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

**Note:**

1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
2. If Bank Particulars are not provided, the payment will be made by Cheque only.
3. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

**Company / Vendor Authorized Signatory / Designation                      Date:                      Company Seal**

---

(For Office Use)

Vendor Account Group :  Payment Method :

TDS Type - Invoice :  TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code

**SECTION -11**

**AGREEMENT**

(To be typed on non-judicial Stamp Paper of Rs. 100.00 and attested by Notary Public)

This agreement for outsourcing of Maintenance and provisioning of Landline & Broadband service connection work for External plant of Copper Network in Semi Urban and Rural Area vide Tender **TE NO. AGM/TENDER/CFA/OUTSOURCE-SEMI URBAN AND RURAL/2023-24/01 /dated 30.05.2023** in following cluster IDs

Business Area, Chennai TD	Name of Cluster	Cluster ID	Rate excluding GST

IS EXECUTED ON the

**By and in** between BSNL (Bharat Sanchar Nigam Limited), a Government of India Enterprise (hereinafter referred to as “BSNL” which expression shall, unless it is repugnant to the subject or context thereof, include its successors, affiliates and permitted assigns)

**AND**

(Contractor)

(Whereas BSNL and Contractor shall hereinafter be jointly referred to as the ‘Parties’ and individually as a ‘Party’ to this Agreement).

WHREAS

- 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 cable network (“copper”) and intends to appoint the Contractor (as defined hereinafter) for the purpose of Maintenance and provisioning of Landline & Broadband for External plant of Copper Network in Semi Urban and Rural Area as per **Schedule in Section 3 Part-A** hereunder, on terms and conditions set forth in this Agreement.
- C. On BSNL tender terms and conditions and on the acceptance of the same by the Contractor and has issued a letter of intent (“LOI”) NO: -----to the Contractor. A copy of LOI issued to Contractor is enclosed as Annexure-I.

Business Area, Chennai TD	Name of Cluster	Cluster ID	Rate excluding GST

- D. 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.
1. During the contract period the BSNL has every right to terminate the contract at anytime with 30 days of notice.
  2. Maintenance of copper based outdoor network includes Maintenance of Landline(LL) and Broadband(BB) copper network from MDF to Customer Premise with all materials like 5 Pair, drop wire/drop cable, jumper wire, UY connector, DP tag block, LJU etc. in the exchanges (semi urban & rural areas) of Chennai Telephones.( 10 pair and above UG cables, along with associated accessories and BSNL owned CPE repairing/replacement will be provided by BSNL to bidder).
    - a) Attending all types of cable faults from 5pair cable to higher size such as Underground cable break, foreign voltage, earth fault set, faults at pillar and end to end testing. Attending all types of faults in Customer Access Network such as drop wire break and drop cable break down, overhead cable network, foreign voltage faults, cleaning the joints in overhead lines and changing the wires, cables, DP Tag blocks faults etc. Under Ground Cable fault clearance means from MDF in exchange to customer end including pillars. This includes all type of trenching, jointing works to attend cable fault and the bidder to mandatorily provide all related testing equipment (Cable Route tracer, Cable fault locator, Modular splicing rig, Earth Megger, Continuity tester, Rig etc) for each clusters to discharge the functions listed, also any other works for attending to the faults required for maintenance of network.
    - b) During shortage in supply of Materials , Cluster Partner shall collect it in the available locations.
    - c) All sized cables , all type of cable faults and all the cable joints must be carried out as per BSNL standard Specification.
    - d) After attending the cable faults, all pairs in the cable should be tested and test report should be given to franchise manager.
    - e) Route monitoring/Patrolling and Protection of entire cable route whenever required to be taken care by the Cluster Partner. Whenever any Infrastructure Development / Maintenance work, Road widening etc. carried out by External agencies , Cable should be protected. Any damage of cables by external agencies must be brought to the knowledge of BSNL immediately. If required Shifting/Laying of Cable to be executed. The recovered cables must be handed over to respective Area Divisional stores with proper acknowledgment.
    - f) Testing/ jumpering at the MDF for fault repair, pair change, new LL/BB connections.
    - g) Clearing of fault dockets in the system after clearing of the fault.
    - h) Attending the Broadband fault at the customer premises including configuration of CPE related issues.
    - i) Maintenance of Network includes- CP (cluster partners) has to maintain beyond last pillar including any mini-pillar and other network components between MDF and customer premises.
    - j) Attending ISDN BRI/PRI/Leased Circuits/SIP Trunk copper cable faults and all other services running on Local and Customer Access Network.
    - k) Separate team for cable faults and BB faults to be provided.
    - l) Cleaning, jumpering and replacing worn-out /damaged MDF/Pillar/DP tag block.
  - 3) Provision of new Landline connections to the customers.
  - 4) Provision of New Broadband connections on existing Landline.
  - 5) Provision of New Broadband connections with new Landline.

- 6) Shifting of landline and broadband connection.
- 7) Provisioning of New ISDN /PRI/Leased Circuits/SIP Trunk on copper media.
- 8) The contractor shall keep Drop wire/Drop Cable, 5 Pair, LJU, Jumper wire, UY connector, DP tag block in each cluster for proper O&M as well as new connection provisioning. .(All other materials will be provided by BSNL.).
- 9) Storing Packing and transportation of materials shall be done by the bidder.
- 10) Packing and freight charges if any for taking out and return of BSNL provided items shall be borne by the bidder.
- 11) The cluster shall be formed in semi urban and rural area. 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.
- 12) Material used / provided by outsourced agency for maintenance and provisioning shall become the property of BSNL.
- 13) Connections which are located in same building of exchange/MDF will not be included for cluster count of working lines with exclusion of these numbers from the scope of cluster. Suitable flag will be updated in the system to identify such numbers clearly.
- 14) Cluster partners are allowed for collection against current bills as per BSNL CO guidelines.
- 15) The line should be checked for the proper working after attending the Fault.
- 16) All the pairs to be checked with MDF for proper working if cables faults attended in a cable.
- 17) Faults register should be maintained and get signature from the officer/ official for attending the faults who will order the faults.
- 18) Reinstatement work should be done properly after completing the cable Faults.
- 19) Necessary identity cards should be issued by the contractor to the servicing personnel for getting entries to the concerned Telephone exchanges/offices/sub exchanges /offices/sub premises.
- 20) The contractor shall comply the labour enactments scrupulously without any deviation in respect of their workers, including the Bonus Act, Minimum Wages Act, Employee Provident Fund Act and any other labour welfare enactments in force as on date. Indemnity bond may be furnished to cover the Loss due to non-compliance of any of the above acts on the part of the Bidder.
- 21) The NIT (Notice Inviting Tender), Bid documents (Qualifying and financial), Letter of intent, approved rates, annexed hereto and such other additional Particulars, addendums, corrigendum, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
- 22) Whereas the contractor has agreed to execute the work at the approved rate (Unit price for monthly maintenance charge for LL without Broadband in Rs. xxxxxxxx as per letter of intent (offer letter) No.:-----
- 23) I/We execute the agreement with DGM/ BAs, Chennai TD, for the work as specified in the tender on work contract basis and in accordance with the specifications, terms and conditions and instructions annexed hitherto or that may be given by on behalf of PGM/GM Business Area, Chennai TD or by his/her representative in consideration of the payment that will be made at the rate quoted by me/us as above.
- 24) I/We agree to abide by the terms and conditions of the Tender.
- 25) I/We do hereby abide by the conditions that the Earnest Money Deposit already remitted will be forfeited, if I/We withdraw the Tender at any stage before or after finalization of the Tender.
- 26) I/We will not claim any interest on the Earnest Money Deposit or Security Deposit while it is in the control of BSNL, Chennai TD.

- 27) I/We have personally visited and assessed the area and other particulars of the Exchanges/Offices before quoting the rates.
- 28) I/We agree that we will be held fully responsible to reimburse the cost of the loss/ damages incurred due to the negligence of our staff and the decision of the BSNL to the loss and negligence is final.
- 29) I/We agree to provide any feedback information as and when require by the BSNL at our cost.
- 30) I/We agree to undertake the work within the stipulated time mentioned in the tender.
- 31) I/We agree to submit the License from the concerned Labour authority within one month from the date of award of the work.
- 32) I/We agree that if the services are found to be satisfactory or if we are unable to fulfill the agreement, the BSNL reserves the right to terminate the contract as per clause 3.6(b) of section 3 of the tender, with the forfeiture of Security Deposit besides blacklisting.
- 33) I/We understand that Tender will be terminated for violation of any of the above condition.
- 34) I/We agree to the following SERVICE CONDITIONS.
  - i. The agency should be capable of providing all the services mentioned in the schedule of works.
  - ii. The actual nature and quantum of work will be assigned by the controlling officer of the place/cluster.
- 35) The agency should be capable of providing all the services mentioned in the schedule of works.
- 36) The actual nature and quantum of work will be assigned by the controlling officer of the place/cluster.
- 37) I/We agree that in case of any dispute, the decision of the PGM (CFA), BSNL, Chennai TD regarding the meaning and effects of this Tender and the Agreement shall be final and legally binding.
- 38) I/We agree that the decision of the PGM/GM, respective Business Area, BSNL, Chennai TD regarding the disputes that may arise out of the execution of the works and settlements of my/our claims, shall be final and legally binding.
- 39) 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 in accordance with the tender conditions.
- 40) Any Legal litigation is to be restricted to Chennai District jurisdiction.
- 41) I/We agree to submit the bills within 15<sup>th</sup> day of every month for the previous month completed work.
- 42) The period of Contract will be for two years with one + one year extension with effect from the date of award of contract. PGM/GM, Business Area reserves the right for further 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.

**BHARAT SANCHAR NIGAM LIMITED**  
**DGM, O/o PGM/GM BAs, Chennai TD**

SIGNEE

SIGNEE

Witnesses:

Witnesses:

Witness 1:

Witness 1:

Witness 2:

Witness 2

## ANNEXURE – 1

(To be typed on non-judicial Stamp Paper of Rs. 100.00 and attested by Notary Public)

### DEED OF INDEMNITY

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

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

### TO AND IN FAVOUR OF

**Bharat Sanchar Nigam Limited**, through the ..... 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.

**(Authorized Signatory)**

**Date:**

**Place:**

**<< Name of the Bidder>>**

**Witness 1:**

**Witness 2:**

**ANNEXURE-2**

**CERTIFICATE TO BE SUBMITTED BY THE BIDDER AND ITS TECHNOLOGY PARTNER (ON COMPANYS/FIRM'S LETTERHEAD)**

This is to certify that I/We,,M/s .....(Name & full address) as the front Bidder and our technology/consortium partner,M/s.....(Name &full address) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India

1. 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 F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance,and its subsequent clarifications, if any . I/We hereby 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 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).
3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to false at any later stage,this would be ground for immediate termination and further legal action in accordance with law.

Signature:

Signature:

Name in Block letters:

Name in Block letters:

Status: Director/Manager/Partner/

Status: Director/Manager/Partner/

Proprietor of the Company  
(on behalf of the front bidder)

Proprietor of the Company  
(on behalf of technology/consortium partner)



**ANNEXURE-3**

**LOCAL CONTENT (LC) DECLARATION**

**Certificate to be submitted by Bidders (On Company's Letter Head)**

I \_\_\_\_\_, in capacity of authorized signatory of M/s \_\_\_\_\_ (Name of the company) having Regd. office at \_\_\_\_\_ do hereby solemnly affirm and declare as under That I agree to abide the terms and conditions of Department of Telecommunications, Government of India notifications with respect to Local Content for (LC) for Telecom Products, Services or Works and 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, Government 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 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, Government 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 as and when required.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity).
- ii. Date on which this certificate is issued.
- iii. Telecom Product/Services/Works for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of LC claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling.
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacturing the Telecom Product / Services/Works.
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificate from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of (Name of Firm/Entity) :

Authorized signatory :

Name :

Designation :

Contact No :

Date :

Signature of the bidder

**ANNEXURE-4****CHECK LIST FOR THE BIDDERS**

Please ensure that all documents are fully authenticated by the Authorized Signatory with his/her 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	Scanned Copy Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards the price of tender document as per the participation of Clusters.(Refer Section1-Cost of the Tender Document ).  If Exempted from payment of Tender Document fee, Submit Proof regarding proof regarding registration with bodies under the MSME.	
2	Scanned Copy Demand Draft /Bankers Cheque / proof for Online payment of requisite value towards BID SECURITY/EMD as per the participation of Clusters.(Refer Section1-EMD Cost )  If Exempted from payment of EMD , Submit Proof regarding registration with bodies under the MSME.	
3	Scanned copy of the duly filled and signed Bid Form, section 9 Part A	
4	Scanned copy of the duly filled and signed Bidder's profile & Questionnaire. Section 8	
5	Valid MSE Certificate, if applicable  (3) Along with Mandatory declaration regarding registration of its Udyog Aadhaar Memorandum (UAM) issued by Ministry of Micro Small and Medium Enterprises (MSME) on Central Public Procurement portal (CPPP).  (4) 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.	
6	Scanned copy of Proof regarding Experience as <b>per clause 4.2 of Section 1</b>	
7	Scanned copy of PAN card.	
8	Scanned copy of the valid EPF Registration Certificate.	
9	Scanned copy of the valid ESI Registration Certificate.	
10	Scanned copy of the valid GSTIN Registration Certificate. A self-declaration along with the evidence that the bidder is not black listed by GST authorities, Documentary proof of GST registration.	
11	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
12	Scanned copy of Power of Attorney a per Clause 13.3 of Section 4 Part A	

13	Scanned copy of No Near relative certificate(s) in the prescribed pro-forma in Section 6-part B as per clause 31 of Section 4 Part A.	
14	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)	
15	Scanned Copy of Memorandum of Association or Partnership deed, if not a proprietor firm. 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.	
16	Scanned copy of Audited financial statement and ITR for last two Financial years (2020-2021 and 2021-2022) Section -4 Part A Clause 9.2 (a ).	
17	Scanned copy of Documentary Evidence about JOB Capability. Section-4 Part A Clause 9.2 (b ).	
18	Scanned copy of Solvency certificate from the banker of the tenderer as per Section -4 Part A Clause 9.2 (c ). <i>The solvency certificate shall not be older than 3 months from the date of issue of NIT.</i>	
19	Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to <b>Clause 10.2 (a) of Section-4 Part A.</b>	
20	Scanned copy of Entire Tender Document digitally or Manually signed on all pages without any alternation along with Addendum/Corrigendum.	
21	Scanned copy of attestation of the specimen signature of the authorized signatory issuing POA ,by Bank.	
22	Scanned copy of UNDERTAKING & DECLARATION as in Section 6(A)	
23	A self-declaration along with the evidence that the bidder is not black- listed by GST authorities	
24	An undertaking that Bidder is not black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid.	
25	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	
26	Checklist of the documents submitted as per Annexure-4.	
27	Land Border sharing Declaration as per Annexure-2	
28	Local Content Declaration as per Annexure-3	
29	Scanned copy of Letter of Authorization for attending Bid Opening Event as per Section 7 (C) if applicable.	

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:.....

-----End of Tender Document ---