



## BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)  
HYDERABAD TELECOM DISTRICT

AGM (MM) O/o PGM (NWP-CFA), 5<sup>TH</sup> Floor, BSNL Bhavan, Adarshnagar, Hyderabad-500 063.

**T.E.No: HTD/AGM(MM)/e-tender/Mntce/OFC NW Rural Zone /2020-21 Dtd: 30.06.2020**

From:  
AGM (MM)  
O/o PGM (NWP-CFA)  
BSNL Bhavan,  
Hyderabad.

To:

**Sub:** - Tender document for comprehensive maintenance of OFC Network routes under **Rural Zone of Hyderabad** Telecom District

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

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

**AGM (MM) O/o PGMHTD**  
**Tel.: 040-23264061 &E-Mail: agmmmhtd@bsnl.co.in**

## SECTION – 1

### DETAILED NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

HYDERABAD TELECOM DISTRICT

AGM (MM) O/o PGM (NWP-CFA), 5<sup>TH</sup> Floor, BSNL Bhavan, Adarshnagar, Hyderabad-500 063.

On behalf of PGM, **Hyderabad Telecom District**, BSNL Digitally Sealed Tenders are invited for comprehensive maintenance of OFC (Optical Fibre Cable) Network routes **under Rural Zone of Hyderabad Telecom District**.

#### Details of OFC routes and EMD:

Sl. No	Name & Section of the Work	Estimated Cost (in Rs) (excluding GST)	Cost of Tender Form (in Rs)	EMD @ 2 % of Estimated Cost(in Rs)
01	SLA based maintenance of OFC routes (Preventive, Corrective & scheduled works for one year) in <b>Rural Zone</b> of Hyderabad Telecom District (Underground OFC RKM-528 Kms and Overhead OFC RKM-209 Kms)	4422000/-	590/-	88440/-
	<b>Total RKM-----737 KMs</b>			

**Note :1.** The total quantity stated above are estimated and BSNL reserves the right to vary the above mentioned quantity to the extent up to +/-50 % of specified quantity/amount at the time of award of the contract i.e. AWO (Advance work order) without any change in unit price of respective routes and other terms & conditions.

1 A separate bid form along with price bid (as per Section-9 Part A & B) should be filled if the bidder wishes to participate.

**Purchase of Tender Document:** Tender document can be obtained by downloading it from the website [www.telangana.bsnl.co.in](http://www.telangana.bsnl.co.in) and e-tender portal <https://etenders.gov.in/eprocure/app>

1 The bidders downloading the tender document are required to submit the tender fee of amount **Rs 590/-** through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "**AO (Cash) Main, BSNL, O/o PGM HTD**" and payable at Hyderabad.

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of OF cables /telecom outdoor network/BTS maintenance GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc.

MSE bidders claiming exemptions from Tender fee & EMD as per MSME guidelines must also register their UAM on CPPP and submit proof in this regard along with their bid.

**Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL website [www.telangana.bsnl.co.in](http://www.telangana.bsnl.co.in) from **30.06.2020** onwards. The same tender document is uploaded on BSNL website shall be made available on e-tender portal (<https://etenders.gov.in/eprocure/app>) from **30.06.2020** from **18.00 Hrs** onwards for start on online bid submission.

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

2 The Tender document shall not be available for download from e-tender portal on its submission / closing date

3 **Route wise data** shall be provided at the time of entering into the agreement to the successful bidder.

**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 and EPF &ESI registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ Lol/signing of contract, if declared successful..

#### 4.2 Technical Qualification

4.2.1 The Bidder must have an experience in execution of OF cable construction / maintenance works in Telecom Sector for at least two years. A certificate establishing the experience obtained from the authority not below the rank of AGM in PSUs or Project in-charge in case of Private Telecom Operators must be submitted.

OR

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

OR

4.2.3 BSNL TIPs (registered under Case – III or Case – IV) with BSNL for the last two years.

OR

4.2.4 MSOs/LCOs having optical Cable Network of minimum 50 Kms either Overhead or Underground.

**The Bidder should NOT be a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India. Undertaking to this effect must be submitted by bidder.**

**A self-declaration on the company's letterhead giving List of employed skilled technical personnel and/or Undertaking regarding employment of skilled technical personnel has to be submitted by the Bidder.**

#### 4.3 Financial Qualification:

The Bidder must have minimum Annual Turnover of 50% of the estimated cost of the Tender for each year during the last two years.

Bidders will be required to support claims of their financial qualification through their Audited Financial Statements duly certified by their CA.

Solvency Certificate - Certified copy of Solvency Certificate from the nationalized/

scheduled bank of the bidder for 50% of the estimated tender cost has to be submitted. The Solvency Certificate should not be older than six months from the date of issue of this Tender.

All 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.

### **Bid Security/EMD:**

The bidder shall furnish the bid EMD in one of the following ways:-

- a. Demand Draft/ Banker's cheque drawn in favour of "**AO (Cash) Main, BSNL, O/o PGM HTD**" and payable at Hyderabad.
- b. Bank Guarantee(s) from a Scheduled Bank in India, drawn in favour of **AO (Cash) Main, BSNL, O/o PGM HTD**" and payable at Hyderabad which should be valid for **150** days (i.e. one month above the offer/bid validity period) 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.

**Date & Time of Submission of Tender bids:** on or before **12.00 Hrs** of **22.07.2020** (tender closing date).

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 published in E-tender portal.

**Opening of Tender Bids:** At **12:00 Hrs** of **23.07.2020**

### **Place of opening of Tender bids:**

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

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

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

PGM HTD, BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest bid.

The bidder shall furnish a declaration, as per Section 6 (A), in his tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.

- 2.1 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.
- 2.2 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.
- 2.3 All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.
- 2.4

BSNL Contact-1	
BSNL's Contact Person	Smt Y. Sailaja, AGM(MM)
Telephone/ Mobile	040-23264061/ 9490116010
E-mail ID	agmmmhtd@bsnl.co.in
BSNL Contact-2	
BSNL's Contact Person	G. Surender/V. Jyothirmayi
Telephone/ Mobile	9490141588 / 9440000547
E-mail ID	sdemmtenders@gmail.com

## SECTION- 2 Tender Information

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

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

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

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

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 :-

- 1) Scanned copy of EMD.
- 2) Scanned copy of payment of cost of tender document i.e. tender fee.
- 3) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT.
- 4) Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with Clause 14.3 of Section 4 Part A. (not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.
- 5) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- 6) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- 7) Attestation of the signature of the authorized signatory, issuing PoA, by Bank.
- 8) Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
- 9) 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.
- 10) Letter of authorization for attending bid opening event as per Section -7 Part (C).
- 11) No Near-Relationship Certificate duly filled & signed as per Section-6 Part B.
- 12) Undertaking & declaration duly filled & signed as per Section-6 Part A
- 13) Tender / Bid form-Section 9 Part A.
- 14) Checklist of the documents submitted as per Annexure-2.

**b. Financial envelope shall contain:**

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

**c. Offline Documents :**

The following documents are required to be submitted offline (i.e. **offline submissions**) i.e. to be dropped in tender box kept at AGM(MM) O/o PGM HTD, 5<sup>th</sup> Floor, Room no 503 on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- 1) EMD – Bid security (in original )/ NSIC / MSME Certificate
- 2) DD/ Banker's cheque of Tender fee(in original)/ NSIC / MSME Certificate
- 3) Power of Attorney in accordance with Clause 14. 3 of Section 4 Part A and authorization for executing the power of Attorney.
- 4) Integrity Pact (on plain paper, applicable only if tender's estimated value exceeds the threshold of Rs. 10.0 Crores for applicability of Integrity Pact as per letter No.CA/MMT/15-02/2014 dated 16.10.2018)

**Note: At the time of opening the bids, initially offline submission envelope of all bidders will be opened. The Electronic envelope consisting Technical bid of only those bidders will be opened who have**

**submitted required documents as offline submissions.**

**Bills Submission:**The bidder should submit the bills to the concerned Zone incharge within 10 days of completion of the month for processing the payment.

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

The successful bidder should start the work immediately after entering the agreement.

**6. Duration of Contract ( Validity of tender):**

Normally contract will be awarded for one year. However, extension for one year or part thereof, will be considered, keeping in view the various factors such as exigency of service, satisfactory performance of the firm with the same terms and conditions of the tender.

## SECTION- 3 Part A

### SCOPE OF CONTRACT:

All SSAs are units of BSNL, Telangana Telecom Circle (A Govt. of India Enterprise), responsible for the maintenance of Underground and Overhead Optical Fiber cable network in the SSA. The OF cable is generally laid along the side of the Road (National Highways, State Highways, Municipal Corporation, Rural roads) to connect Telecom Installations and various network elements in BSNL and the Overhead cables are erected using the electrical poles, BSNL poles etc., .

Tenders are invited from reputed, qualified, experienced and financially strong Firms / Agencies for comprehensive maintenance of OFC network of 2F/4F/6F/12F/24F/48F/96F/288F routes & other Works as defined in the Scope of Work in the tender at appropriate places.

The maintenance activity mainly consists of :

- 1) **Preventive maintenance of OFC routes.**
- 2) **Corrective maintenance of OFC routes.**
- 3) **Scheduled and planned Maintenance of OFC routes etc.**
- 4) **Improvement of technical parameters of Network**

**This scope and specification covers the;**

- 1) **Preventive maintenance,**
- 2) **Break down corrective maintenance**
- 3) **Scheduled and planned Maintenance**
- 4) **Improvement of network parameters as required.**

The route index drawings will be provided to the contractor by BSNL during the currency of the maintenance contract once. However, the locations of the cable as reflected in the drawings/ details are indicative only. **No claim of the contractor will be entertained on account of the inaccuracy of the RID** and it is the responsibility of the contractor to determine the actual location along the routes & **HANDOVER UPDATED DOCUMENTED DETAILS** of the Network to the concerned SSA BSNL In charge (DE/SDE/JTO) at the end of currency of the CONTRACT. At certain sections multiple OFC cables have been laid on the same trench/ other side of the road. The bidder is required to visit the sites and ascertain the geographical conditions and its latest status. In view of road widening, some portion of OFC has come under tar surface of the road and at some places OF cable has been drawn on overhead temporarily.

The contractor can be asked to work in any other SSA of Telangana Circle at the rate approved for that SSA in case of any exigency.



## The Detailed scope of contract is as under:

### 1. Preventive Maintenance:

The primary focus is to avoid the occurrence of OFC cuts/damage due to any activity by any person or agency or due to natural reasons for which contractor has to employ route patrolling & other innovative method for achieving the the OFC link availability of higher order.

Contractor has to keep good rapport and co-ordination with the all Government and Non-Government bodies/ authorities and also farmers/ land owners to collect their plan of activities for the routes on weekly basis, which may prevent damages to the OF Cables.

**Route length shall be in physical road length and not OFC length.** The exact route length shall be ascertained by the Contractor after conducting a Joint inspection

/Survey along with the designated officer of BSNL. The survey report shall be duly signed and submitted by the designated authorities from both the parties within **10 days from the date of LOI.**

The Contractor shall be constantly in touch with the following authorities so as to update himself with the proposed works that may be executed by them in near future. The Contractor shall safeguard BSNL OFC against any signs of damage or potential damages, which is required to avoid OFC cuts that may arise during the execution of works by those authorities / agencies. The Contractor shall take suitable precautionary steps in consultation with designated officer of BSNL ahead of time, such as **re- routing of OFC either underground or overhead**, providing additional protection to the existing alignment etc. The activities which are likely to cause damages to OF cable are as under:-

- i) National Highway works such as widening of roads, embankment works, major bridge, sub-way, Flyover, culvert works and tar melting work on the cable routes, which may cause damage to the cable.
- ii) State Highways, R&B Departments as mentioned above.
- iii) Water Supply Department works may trench on our cable route and as such extreme care is to be taken.
- iv) Railway department works such as construction of over bridges / under bridges, etc.
- v) Forest department works, such as plantation / removal of trees on the cable routes, which may cause damage to cable.
- vi) Electricity board works like trenching on our cable routes, erection / removal of electricity boards posts on cable routes, etc.
- vii) Other Telecom Operators activities like trenching, HDD (Horizontal Directional Drilling), erection of Telegraph posts etc., and the like by other local telephone / BSNL working parties.
- viii) Any and all Central / State / District / Municipal / Local / Panchayat / Political Authorities / Agencies / Bodies, etc.
- ix) Putting up of pandals, by social organizations in connection with the visit of VIP meetings and functions.
- x) Digging wells / pump sets by private parties near the brim of the Highways.
- xi) Works carried out like storm water drain, diversion of rain water on the Highways concerned, by Village Panchayat and Municipal Authorities of the area.
- xii) Excavation / Renovation work being undertaken by private land owners through which BSNL OFC is passing.

Contractor has to keep a good rapport and effective coordination with local bodies/ agencies including those mentioned above, of their proposed activities which may pose a threat to the OFC. On receipt of any such information the Contractor must immediately inform the designated officer of BSNL and undertake all precautionary measures that will prevent any harm or damage to

the OFC.

Contractor also has to ensure that, the Route / Joint indicators already placed at regular intervals along the routes are not stolen. The missing /

damaged indicators if any shall be planted by the contractor as per BSNL specifications at the cost of the Contractor.

Contractor has to maintain Management Information System (MIS) reports on a regular basis as per BSNL approved formats and will submit to the designated officer of BSNL within the specified time limits.

## 2 Corrective Maintenance:

The OFC cuts can happen due to the activities of various agencies as listed at clause 1.4 above or due to any other reason. In spite of the efforts of the contractor to prevent the cable cuts, if cable cuts occur, the contractor shall restore the fault within the permissible time period as specified at clause 14 under SLA. The fault restoration shall be done on permanent basis and no separate digging charges will be paid.

However it may not be practical to do permanent restoration of all cases. Wherever it is not possible to restore the fault permanently, temporary restoration can be resorted to avoid traffic loss at contractor's own cost and permanent restoration can be done subsequently by the contractor.

The corrective maintenance activities to be carried out by the contractor are broadly classified as under:

- a) Localization of OFC break.
- b) Obtaining permissions from the concerned local authorities.
- c) Excavation of earth to expose cable for fault rectification.
- d) Identification of broken OFC ends and laying additional OFC.
- e) laying of required length of OFC with protection wherever required.
- f) testing of fibers.
- g) Preparation of jointing pit and back filling of pit .
- h) Splicing of cable.
- i) Protection arrangement for OFC joint.
- j) Planting of cable Route indicators and Joint indicators.
- k) Final Testing of OFC splices loss at the joint from the terminal stations using power meter.
- l) Final updating of route index diagrams.
- m) The contractor should take the detailed link budget for all routes from BSNL at start of contract and should show at least 10 % improvement in each section.

Fault attending of Overhead cable

The contractor shall arrange to attend overhead faults by utilising the existing cable if it is not damaged, otherwise, new cable supplied by BSNL has to be laid overhead in the existing path / route.

On receipt of information of OFC fault, the Fault repair team (FRT) shall move immediately for locating and rectifying the fault as per the response time specified at clause 14.0, under SLA. All the fibres cut have to be spliced and end-to-end tested.

After attending the fault, and ensuring the splice loss is within limits as specified above, the route index diagram shall be updated by incorporating the new details like OFC coils used at the joint and other locations. The specification of OFC splicing work is furnished at Section-3 Part-B.

Response time is the time taken by the Contractor to mobilize (set in motion) all the necessary resources (like materials, labour and equipment) required for attending the fault. It shall be maximum half-an-hour from the time BSNL so advises. And the intimation to the contractor will be through SMS/ E-mail/ fax/ telephone.

Restoration of all systems / fibres in the OF cable shall be ensured within 8 hours and in extreme cases only where the permanent restoration is not

possible immediately, temporary OH restoration shall be made within 4 hours with the approval of BSNL's designated officer. However, permanent restoration shall be done during night hours after getting maintenance shut down within 10 days of temporary restoration. The RID (Route Index Diagram) will be provided by BSNL team for above work and it can be taken as reference only. **No claim of the contractor will be entertained on account of the inaccuracy of the RID.** The contractor has to submit a detailed report regarding the cause of fault, restoration details within 24 hrs to the designated officer of BSNL.

During the corrective action by the contractor, in case other service cables/utilities like existing OFC, local telephone copper cable, water pipes, electricity cables, any other pvt./ public Property etc. are damaged, the penalty/ compensation if any, shall be borne by the Contractor only. The restoration of all such damages caused will be rectified immediately by the contractor at his own cost. However this shall not hamper the BSNL OF cable restoration activity.

The route index diagram with offset, along with route and joint indicators etc., details shall be prepared and updated immediately after the rectification of O F cable fault by the contractor.

**Damages/ Theft of OF cables:** Incident Report for all damages/ theft of O F cables shall be submitted by the Contractor to the concerned Police station through the designated officer of BSNL and photos taken immediately on the spot and submitted to BSNL. FIR shall be taken from concerned police station and submitted to THE DESIGNATED OFFICER OF BSNL. The contractor shall own a camera with a provision for date and time stamp for the photos taken. The necessary documentation required and compiled by the Contractor including investigation report is to be submitted to the DESIGNATED OFFICER OF BSNL.

If any service rendered by the vendor is found defective or abnormal delay, the same shall be got completed from outside or BSNL source and the cost of any such work made by BSNL shall be deducted from the amount payable to the contractor. (SLA)

### 3 Scheduled Planned Maintenance:

The scheduled planned Maintenance is a planned activity for improving the quality of fibres in a OF cable for bringing the overall section loss within the permissible limits. The standard OF section loss specified per KM is 0.3 dB at 1550nm / 1310nm. The standard splice loss is specified as  $\leq 0.1$ dB for all joints/ tapings. The fibres in a section shall have continuity from end to end. This planned activity is required to be done at the discretion of BSNL.

The planned maintenance activity shall be carried out with prior approval of designated officer of BSNL. The shutdowns for carrying out the activity will be permitted by BSNL generally during **00:00 AM to 05:00 AM** hours only on Saturdays and Sundays. But only in exceptional cases where the designated officer of BSNL is satisfied the shutdown will be given during day hours.

The scheduled planned activity for UG cable requires the following activities:-

- Check for rectification of fault to avoid repeat faults.
- Protection for the exposed OFC due to various reasons.
- Laying of OF cable on overhead for the sections, identified by BSNL.
- Cable exposed due to soil erosion.
- Re-splicing of fibres for improving the fibre performance.
- Verification of route and joint indicators.

The fibre loss measurements shall be taken and submitted to the designated officer of BSNL by the contractor as specified under clause 6 (Submission of Reports).

#### ALLIED ACTIVITIES:

- i) **Transportation of Materials:** The materials required for executing the work entrusted to the contractors against a work order shall be made available at District Store Depot. In some cases the materials may be available at Sub-Divisional Store Godown. The contractor shall arrange for transporting the materials, to be supplied by the department or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.
- ii) **Disposal of Empty Cable Drums:** The contractor shall arrange to dispose off the empty cable drums after laying of the cables. **The cost of these cable drums may be considered while quoting the rate in the Financial Bid.**
- iii) The contractor shall not be allowed to dump the empty cable drums in Govt./Public place which may cause inconvenience to the department / public. If the contractor does not dispose of the empty cable drums within 3 days of becoming empty, the Department shall be at liberty to dispose of the drums in any manner deemed fit and also recover the amount fixed in this contract from the bill/security deposit/any other amount due to the contractor.
- iv) **Supply of Materials:** There are some materials required to be supplied by the contractor for execution of works under this contract like Bricks, Cement, Wire Mesh and steel for protection, etc., besides using other consumables which do/don't become the part of the asset. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the standard specifications / as decided by the designated BSNL Officer.

#### 4. Route Improvement Work

The route improvement work has to be taken up by the contractor on the direction of designated BSNL officer. The work will broadly require the laying of the PLB, protection pipes, RCC, cable pulling jointing, fixing of route / joint indicator, splicing etc. as per below mentioned specifications.

In case any route loss is exceeds by  $\geq 5\%$  from the existing values (end-to-end of the route) or the working systems becomes inoperative the contractor has to undertake improvement of the route by laying new cable in the damaged patches and by this laying the original parameters before degradation have to be restored.

Replacement of cable for damaged patches up to 50 should be taken up by the contractor himself with in the scope of contract and above 50 m to 400m (subjected to maximum of 1% per year of the total RKM awarded to the contractor) patches Improvement at the cost of BSNL. A separate work order along with time schedule for completion of aforesaid work will be issued by BSNL for such work. The payment of the above work will be carried out as per latest SOR (schedule of Rates) for optical fibre cable laying works of BSNL.

The optical Fibre Cable is laid through PLB Pipes burying at a nominal depth of 165 cms. The steps involved in OF Cable construction are as under:

- i) Excavation of trench up to a nominal depth of 165 cms., according to Construction specifications along National/State Highways/other roads and also in city limits as mentioned in the notice inviting tender.
- ii) Laying of PLB pipes/coils coupled by PLB sockets in excavated trenches, on bridges and culverts, drawing of 6mm Polypropylene para pro rope (P.P. rope) through the PLB pipes/coils as per Construction Specifications and sealing of PLB pipe ends at every manhole by PLB end caps of suitable size.
- iii) Providing of mechanical protection by R.C.C. Pipes/DWC Pipes and/or concreting /chambering according to construction specifications, wherever required.
- iv) Fixing of DWC Pipes/troughs with clamps at culverts/bridges and/or chambering or concreting of DWC Pipes/through, wherever necessary.
- v) Back filling and dressing of the excavated trenches according to construction specifications.
- vi) Opening of manholes (of size 3 meters x 1 meters x 1.65 or 3 meters x 1 meters x 1.20 meters depth), replacing existing 6mm P.P. ropes by 8 mm P.P. rope (from manhole to manhole) for ensuring smooth passage for pulling the cable. Pulling of Optical Fiber Cable with proper tools and accessories as per construction specifications. Sealing of both ends of the manholes by hard rubber bush of suitable size to avoid entry of rodents into the PLB pipes, putting, putting split PLB pipes and split RCC pipes with proper fixtures over cable in the manhole to protect the bare cable in the pulling manhole. Back filling and dressing of manholes.
- vii) Digging of pit of size 2 meter x 2 meter x 1.8 meter (depth) for construction of jointing chamber at approximately every two kilo meters of internal size of 1.5 meter x 1.5 meter x 1.2 meter using bricks and mortar or fixing pre-case jointing chamber of internal of 1.2 meter filling of jointing chamber with clean sand, placing either pre-case RCC cover or stone of suitable size on jointing chamber to protect the joint and back filling of jointing chamber with excavated soil.
- viii) Digging of pits 1 meter towards jungle side at every manhole and jointing chamber to a depth of 60 cms., fixing of route indicator/joint indicator, concreting and back filling of pits. Painting of route indicators with yellow colour and joint indicator by red colour and sign writing denoting route/joint indicator number, as per construction specifications.
- ix) Splicing of OF cable and making terminations at the exchanges/BTS containers as per norms of BSNL by fitting of OF cable through green pipe with proper protection and end to end testing of fibers. Splicing loss should not be more than 0.01 db per splice.
- x) Conversion of O/H OFC cables (if any) to U/G OFC cables, as per instructions of the Work Order issuing authority.
- xi) Documentation.

5. THE CONTRACTOR'S OFFICE:

The Contractor's office shall be equipped with the following facilities within 7 days from the issue of LOI:

- ✓ Fax,
- ✓ Land line,
- ✓ E-mail facility with PC
- ✓ Mobile

The contractor's office should be located at SSA headquarter/as directed by PGM/GM/TDM/TDE of Concerned SSA, however for operational convenience it is preferable that the contractor may have multiple offices in route as per the area defined in tender, falling under the jurisdiction of PGM/GM/TDM/TDE Concerned SSA.

6. SUBMISSION OF REPORTS:

The contractor shall be responsible for submitting regular reports consisting of -

- a. Weekly report on activities.
- b. Weekly stock position report for the inventory issued by BSNL.
- c. Monthly report of faults
- d. Monthly report on spare fiber loss with OTDR
- e. Quarterly report on spare fiber loss using Power meter.
- f. The special reports consisting of Splice loss details, OTDR report of all fibers in a cable, total loss report for a section of the cable using Power meter.

7. DETAILS OF MANPOWER TO BE DEPLOYED FOR:

The Contractor shall deploy Manpower for the following works:

- Preventive maintenance.
- Corrective Maintenance.
- Scheduled and planned Maintenance.
- Network Improvement initiatives

The Manpower details are furnished in Para A of **Annexure- 3**.

8. BSNL shall be represented by the following Manpower for day to day interaction with the contractor.

- JTO/SDE/DE: Person responsible for a portion of the route/routes.
- PGM/GMTD/TDM/TDE: Final authority for the routes in his sub region.

However, The BA (Business Area) Head will be the overall in-charge for addressing any unresolved issues.

After award of the contract, Contractor has to furnish within 7 days, the information about their staff i.e. name, designation, contact mobile / landline phone numbers, office and residence address at various locations.

BSNL shall give the names, designations, mobile / landline, e-mail, FAX Nos., of BSNL staff responsible for each section of OF routes to the Contractor before commencement of the contract; along with the details of the OFC Routes to be maintained by the Contractor.

Supervisor:

The Contractor shall depute a supervisor for the awarded work, who shall coordinate and manage all the maintenance activities. He shall keep a daily liaison with THE DESIGNATED OFFICER OF BSNL. The Supervisor shall have at least 3 years of experience in OFC maintenance works. BSNL will issue an entry pass to the supervisor for entering BSNL premises for taking tests on OF cable whenever it so required. However, for taking tests at unmanned stations, the designated officer of BSNL will have to be contacted for making necessary arrangements.

**9. MATERIALS:**

**Material issued by BSNL:** Following materials will be issued by BSNL for stocking with the Contractor as imprest stock, which will be replenished as per consumption. The contractor shall be responsible for the safety of the materials. The transportation from BSNL offices is to be arranged by the Contractor at his own cost. The maximum quantity of items that can be issued are as below:

SI No	Item	Quantity
1	OF cable 2f /4F/6F/12 F/24 F/48F/96F/288F	1 Km
2	PLB pipe along with accessories	500m
3	Patch cords	6 Nos.
4	Pig Tails	10 Nos.
5	Couplers for PLB HDPE duct	10 Nos.
6	Simple Plug	10 Nos.
7	End Plug	10 Nos.
8	Joint Closures(SJC/BJC)	8 Nos.
9	Splicing sleeves	200 Nos.

**NB:** The Quantity of above material is only indicative, however, the actuals will be finalized at the time of award of contract .

It shall be the responsibility of Contractor to maintain adequate (at least 50%) stock of above at his location and replenish items before depletion. For this purpose, Contractor shall send requirements by the 1<sup>st</sup> day of every month, in the prescribed format. BSNL will make the materials available to the contractor within 15 days of receiving the request from the Contractor.

For the materials listed under this clause, Contractor shall maintain a record register on replenishment and consumption, with date and countersigned by the designated officer of BSNL on each incidence of consumption (Fault restoration)/replenishment.

In case BSNL is not able to supply the material, the contractor is liable to supply the following essential materials from his own arrangement. The contractor is also liable to keep stock of these quantities and ensure that it is readily available at all times during the period of contract & may or may not be asked to supply the same to BSNL. BSNL is not liable to pay any amount to the contractor, in case the material is not used by BSNL. All the material supplied should meet the TSEC/QA/GR specification as conveyed to the bidder by the SSA / BA Heads.

The material so utilized from Contractor's arrangement from market will be replenished or cost will be reimbursed to the contractor as per average procurement rates of the same item in BSNL's Circle Store Depot (CSD)

1	Supply of New 4F/ 24F OFC.
2	Supply of New PLB pipes with accessories
3	Supply of SJC/BJC

**10. MATERIALS EQUIPMENT SUPPLIED / PROVIDED BY THE CONTRACTOR:**

The list of equipments and materials and civil items which shall be owned by Contractor and available with Contractor during the contract agreement period is as per lists at para B(i) and B(ii) in Annexure-3.

The tools and required testing / measuring equipment shall be arranged by the contractor.

**11.** The transportation of material / manpower will be responsibility of the contractor.

**12. INSPECTION AND TESTING:**

- a) For inspection of the works carried out by the contractor, BSNL will depute suitable officer.
- b) All results of inspection and test results will have to be recorded in the inspection reports, Proforma of which shall be approved by BSNL.

**13. EXAMINATION OF WORK DURING PREVENTIVE MAINTENANCE:**

The Contractor shall give advance notice to designated officer of BSNL, whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement, in order that the work may be inspected or that correct dimension may be taken before being so covered, placed beyond reach of measurement. In default of such notice, the same shall, at the option of BSNL or its representative, be uncovered and measured at the Contractor's expenses. The work shall again be covered up at the Contractor's expenses.

**14. Service Level Agreement, hereinafter referred as SLA.**

Contractor shall ensure the following SLAs:

- a) The permissible/unavoidable OFC cuts shall be within **2** cable cuts per month per 100 km.
- b) The fibre loss shall not exceed **0.01 dB** per each splice.
- c) The mean time to repair (MTTR) OFC cut shall be within **6-8** Hours (averaged over a month from the time of OFC cut occurrence).
- d) However in total faults in a month, 90% of the OFC cuts shall be attended in 8 Hours and 5% cuts are permitted up to 10 hours and 5% cuts are permitted up to 12 hours.

**15. Payment of ROW charges for new works:** - Contractor shall be responsible for obtaining approval at his own cost from civic authorities like Municipal Corporations, Gram Panchayats, Development authorities, Electricity department, PWD, NHAI or any other concerned authority as required for carrying out the repair. However, the demand note towards right of way (ROW) charges shall be paid by BSNL.

**16.** Arrangement for communication and response mechanism/Establishment of control room/call centre.



1. The BSNL has the system of OFC fault and alarm generation through network operating Centre (NOC) Bangalore.
2. The contractors will be given access to websites linked to NOC for viewing the status and alarms for failures directly. In addition they will be given SMS/e-mail and mobile app based messages and status reports.
3. They can submit online compliance response through all such nodes as Telephone/ SMS/ Web/ Applet based applications, after restoration of OFC media.

**17. Contractors Superintendence, Supervision, Technical Staff / Employees & Dispute Resolution:**

The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the designated BSNL officer, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than Diploma in civil engineering with 5 years experience or Graduate in civil engineering. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The

principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available the decision of the designated BSNL officer as recorded in the site order book and measurement recorded checked/test checked in Measurement Books/ Work Diary shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the designated BSNL Officer shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/ final bill and shall produce evidence if at any time so required by the designated BSNL Officer. at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the designated BSNL Officer

or his designated representative(s) in the site order book and shall affix his / their signature in token of noting down the instructions and in token of acceptance of measurements /checked measurements, test checked measurements.

The representative(s) shall not look after any other work. Substitutes, duly approved by designated BSNL Officer of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the designated BSNL Officer, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) of Rs. Ten thousand ( Rs.10,000/-) only per month shall be affected from the contractor.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The designated BSNL Officer shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the designated BSNL Officer to be undesirable. Such person shall not be employed again at works site without the written permission of the designated BSNL Officer and the persons so removed shall be replaced as soon as possible by competent substitutes. If any dispute arises during the execution of work about interpretation / specifications of any item, the same shall be referred to a committee (as notified by BSNL) as per the following:-

- (a) DGM – Chairman
- (b) C A O / AO – Member
- (c) DE / SDE - Member

The committee shall decide the case and the decision of the committee shall be final and binding.

**ANNEXURE-3**  
**RESOURCES TO BE DEPLOYED BY THE CONTRACTOR**

**A) MANPOWER AND VEHICLE:**

The contractor shall deploy at least one FRT (Fault Repair Team) for approx. 300 Km of OFC for URBAN HTD and 500 km of OFC for Rural and all SSAs, one FRT (Fault Repair Team), i.e. minimum teams required is mentioned for the SSA at Section-1 Part-A. The Contractor can deploy more than these number of Teams as per the need to meet the SLA requirement. However, ordering and billing will be done on monthly basis at per metre rate for SLA maintenance for the length of OFC routes handed over by the SSA.

An FRT shall consist of following logistics and manpower:

- a) 1 No. of Supervisor.
- b) 1 No. of Splicing Engineer.
- c) 1 No. Splicing Assistant per splicing vehicle.
- d) Adequate no of helpers/ labourers for trenching, laying, preparation of joint pits, closing and reinstatement.
- e) Suitable vehicle/ vehicles (BSNL's Logo and Advertisement should be displayed in every vehicle).
- f) **The intending bidder must own/lease JCB machine either in his name or in the name of firm. The validity of lease should be at least 12 months from the date of opening of Tender. Documentary evidence of ownership of JCB machine if the bidder is owner or certified copy of the lease deed along with the attested copy of ownership documents, in case the bidder is not owner of JCB machine are required to be enclosed with the technical bid and are to be shown in original as and when required.**
- g) The intending bidder must have minimum Teams with tools and testers for the maintenance work like splicing machine, OTDR, power source and power meter etc. with hard top Utility vehicle either in his name or in the name of firm. Documentary evidence of ownership of tools, tester and vehicle required to be enclosed with the technical bid and to be shown in original as and when required.

In case the manpower specified above is not adequate, the Contractor may engage on the higher side subject to minimum of above.

**B) LIST OF EQUIPMENT:**

The following items and Equipment shall be arranged by the contractor at his own cost per FRT.

i) **Tool Kit** consisting of:-

SI No	NAME OF TOOLS	QUANTITY
1	Masonry Tool Kit	As required
2	Nylon Rope 6mm	200 Mtrs
3	Helmets, Gloves, Safety Shoes, Gum Boots	As required

4	Spades, Shovels, Pick-axe, Crow-bar etc.	As required
5	Emergency lights/Torch/Night lamps with capacity suitable for splicing work at night	As required
6	Dewatering Pump	1 No.
7	1 KVA DG set (Portable)	1 No.
8	Digital Camera (with date and stamp facility)	1 No.
9	Small Canvas Tent	1 No.
10	Folding table	1 No.
11	Measuring tape – 5m/ 10m,	1 No.
12	Barricading tape (while executing OF cable restoration works)	Adequate lengths
13	Display boards, night warning lamps(while executing OF cable restoration works)	Adequate nos

**NB:** - Any other items other than those listed above, if required for execution of the work should be arranged by the contractor.

ii) Testing Equipment/ Meters consists of:

SI No	Item	Quantity
1	OTDR	1 No.
2	Power Meter	1 No.
3	Power source	1 No.
4	Splicing Machine	1 No.
5	Optical Fiber Tool Kit (including Sheath Cutter, Striper, Cleaver, Ceramic Scissors etc.	1 Set
6	Rodo meter	1 No.
7	GPS Tool	1 No.

## SLA parameters

Sl.No	Parameter	Permissible range for	Remarks
1	No of OFC cuts per 100 km OFC length/month	Two cuts	In case of multiple cables in a trench, each Cable cut is treated as one OFC cut. Multiple cuts for the same cable at a time treated as single fault.
2.	Repeat Fault in the same route	Not more than one time in the same month	
3	Splice loss per fiber	≤ 0.01 dB	For each splice
4	Mean Time to Repair (MTTR) OFC cut		
	Route Bandwidth in GB	Upto 1 GB	Above 1 GB
	MTTR in Hrs	8 Hrs	6 Hrs

1. Fault shall be intimated over telephone/mobile/Fax/Email of the contractor. During office hours SDE/JTO concerned shall release signed WO copy for each fault. After attending the fault, opening time and closing time of each fault shall be recorded in WO office copy.
2. For faults attended beyond permissible range >8HR, DE shall countersign all such cases in addition to SDE/JTO.
3. Office of DE including the SDE and JTO concerned shall be fully responsible for accuracy of measurement of work. JTO, SDE, DE shall give Test Check on 100%, 50% and 10% of value of work done respectively.
4. O/o GM of concerned SSA Head shall be responsible for payment accuracy and taxes component, arrived on the basis of measurements recorded by O/o DE concerned.

### Details of the Routes for the Zone

Sr. No.	Zone Name	Name of The Route	Cable Sizes	Route length In KM.			Optical Loss for the working fibers in the Route (in dB)	Route Bandwidth (Approximate)
				Underground	Overhead	Total		
1	Rural Zone of Hyderabad Telecom District	Routes of Rural Zone in HTD	4F OFC	1.3	64.215	65.615	Approximately 5 to 10 dB	
2			6F OFC	267.428	51.32	318.748		
3			12F OFC	88.55	25.35	113.9		
4			24F OFC	163.154	62.675	225.829		
5			96F OFC	7.7	5.5	13.2		

NOTE :

5. If more than 2 fibres are working in a route, highest loss among these fibres is the route loss.
6. Multiple cables in the trench in the same route will be treated as single route.
7. Cables available in both the sides of the road will be treated as 1.5 times of the route length.

For ex : In a route length of 10 Kms. If cables are available on both sides of the road, the route length for these cables will be 15 Km.

**PENALTY**

a) Penalties will be levied on monthly KPIs

<b>KPI</b>	<b>SLA</b>	<b>Penalty</b>
Fault Count	Two faults per 100km OFC length/month	1% of Invoice value for every additional fault over and above total faults in the Zone awarded.
MTTR	8 Hrs.	0.5% of invoice value for each hour of slippage ( rounded off)
MTTR	6 Hrs.	1.0 % of invoice value for each hour of slippage ( rounded off)
Repeat fault in the same route	Not more than one time in the same month	1.5% of invoice value for each repeat fault per route.
Splice loss per fiber	≤ 0.01 dB	0.1% of Invoice value for each splice case

NOTE:

1. Total penalties for OFC Network maintenance in a Zone shall be capped at 15% of the invoice value.
2. **Penalty may be levied for damaging of any other cables/ installations including BSNL while attending the OF Cable faults.**

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

**1. DEFINITIONS**

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

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

### **3 COST OF BIDDING**

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

### **4 DOCUMENTS REQUIRED**

4.10 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.

4.11 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**

5.10 A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by Fax & by Email (both) to tender inviting authority as indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives **latest upto 3 days from issue of NIT** Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. (Format for submission of queries in Excel sheet only)

5.11 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**

6.10 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.

6.11 The amendments shall be notified in writing by Fax or Email or by Addendum through e-tendering portal to all prospective bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them.

6.12 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

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

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

- a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- b) EMD/Bid Security furnished in accordance with Clause 12.
- c) A Bid form and price schedule completed in accordance with Clause 8 & 9.

### **8 BID FORM**

8.10 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 BID PRICES – Not applicable**

**10 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION -**

**10.1.** The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per eligibility terms and conditions of Bid Documents.

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.
- b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1.
- c) Power of Attorney as per Clause 14.3 (a) and (d) of this Section and authorization for executing the power of Attorney as per Clause 14.3 (b) or (c) of this Section.
- d) Documentary proof of GST registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ Lol/signing of contract, if declared successful.
- e) Certificates from all Directors/ Partners of the bidder Company/firm stating that none of their near relatives are working in BSNL in accordance with Clause 33 of this Section.
- f) Certificate of incorporation / Registration
- g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.

**10.2 Documentary evidence for financial and technical capability.**

- (a) The bidder must have minimum Annual turnover of 50% of the estimated cost of the tender for each year during last two years.

Bidders will be required to support claims of their financial qualifications through their Audited Financial Statements duly certified by their CA.

Solvency Certificate –Certificate copy of Solvency certificate from the nationalized /scheduled bank of the bidder for 50% of the estimated tender cost has to be submitted. The Solvency Certificate should not be older than six months from the date of issue of this Tender.

- (b) The bidder shall furnish documentary evidence about Job capability necessary to perform the contract.

**11.0 DOCUMENTS ESTABLISHING SERVICES' CONFORMITY TO BID DOCUMENTS**

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

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

- (a) A Clause-by-Clause compliance on the Purchaser's Job Specifications and Commercial Conditions demonstrating substantial responsiveness to the Job Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and

exception to the provision of the Job Specifications and Commercial Conditions shall be given by the bidder. A bid without Clause-by-Clause compliance of the Scope of Work, Section 3, General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions (**Section-5 Part A, B**) shall not be considered.

## **12. BID SECURITY / EMD**

- 12.1** The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2** The MSE bidders are exempted from payment of bid security:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
  - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - c) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits and fails to accept AWO/ LoI & submit required performance security or fails to obey any of the contractual obligations after being awarded work; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3** The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4** A bid not secured in accordance with Para 12.1 and 12.2 shall be rejected by BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)
- 12.5** The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by BSNL pursuant to Clause 13.
- 12.6** The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily in accordance with Clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity/sites in pursuance to Clause no. 24.4 & 27.3 of this Section.
- 12.7** The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
  - b) If the bidder does not accept the AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with Clause 28.

## **13. PERIOD OF VALIDITY OF BIDS**

- 13.1** Bid shall remain valid for period specified in Clause 2 of Tender Information. A bid valid for a shorter period and if on pointing out by BSNL for same, the bidder does not undertake to make his bid valid for required duration, then the bid shall be rejected by BSNL and treated as non-responsive.
- 13.2** In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. The bidder may refuse the aforesaid request without risk of forfeiture of its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

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

14.1 The bidder shall submit his bid online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures by the authorized person and then uploaded on e-tender portal. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be manually signed by the person or persons signing the bid.

### 14.3 **Power of Attorney**

a. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

b. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.

c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

d. In case, authorized signatory of the bid( i.e. PoA holder) is different than the person who submits the online bids using digital signatures certificate(DSC), then the power of Attorney should also include the name of this person submitting online bids on e-tender portal.

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

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

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

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

15.1.2 In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a single envelope **-Not applicable for this tender.**

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

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

15.2 a) The offline envelope shall be addressed to the purchaser inviting the tender:

O/o AGM (MM), PGM HTD, BSNL Bhavan, Adarsh Nagar, Hyderabad - 500063

b) The offline envelope shall bear the name of the tender, the tender number and the words

'DO NOT OPEN BEFORE' (due date & time).

- c) The inner and outer offline envelopes (in case of manual tendering process) shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline envelope should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time, would vest with the bidder.
- e) Bids delivered in person on or before the day of tender submission shall be delivered up to specified time & date as stated in NIT to O/o AGM (MM), PGM HTD at the venue (address is given in Clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening: *Room No: 503, 5<sup>th</sup> Floor, O/o AGM (MM), PGM HTD* at specified time & date as stated in NIT.

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

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

## **16. SUBMISSION OF BIDS**

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

**16.2** BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

## **17. LATE BIDS**

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

## **18. MODIFICATION AND WITHDRAWAL OF BIDS**

**18.1** The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

**18.2** The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per Clause 15.

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

## **19. OPENING OF BIDS BY BSNL**

**19.1** BSNL shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 7 of DNIT(Section-1) on due date.

**19.2** The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders

before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).

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

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

**(i)** In Single stage bidding & single stage Opening (single envelope) system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT-**(Not Applicable for this tender)**

**(ii)** In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to AGM (MM) O/o PGM HTD for retention.

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

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

**(iii)** The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

**(iv)** The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

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

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

## **20. CLARIFICATION OF BIDS**

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

**20.2** If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However BSNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining

further correspondence in this regard.

## **21. PRELIMINARY EVALUATION**

- 21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to Clause 21, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## **22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS -**

- 22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the services offered excluding GST, as per the price schedule in the Section -9 Part B of the Bid Document after arithmetical correction in the manner laid down in clause 21.2 above.
- 22.3 Vendors should furnish the correct HSN/SAC in the price Schedule. If the supplier fails to furnish necessary supporting documents i.e. GST invoices etc. in respect of the Duties/taxes for which ITC is available to BSNL, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

## **23. CONTACTING BSNL**

- 23.1 Subject to Clause 20, no bidder shall try to influence BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence BSNL in BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **24. PLACEMENT OF ORDER**

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

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

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

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

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

**27. ISSUE OF ADVANCE WORKORDER**

- 27.1. The issue of an Advance Work Order shall constitute the intention of BSNL to enter into contract with the bidder.
- 27.2. The bidder shall within 14 days of issue of the advance work order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.
- 27.3. L-1 bidder may be issued Advanced Work Order (AWO) in two stages. The first AWO shall be issued for L-1 quantity as defined in Clause above. The second AWO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24 of Section 4 Part A.
- 27.4. In the event of withdrawal of AWO/Lol, subsequent claim of bidder for placement of Work Order/signing of contract, shall not be entertained by this office.

**28. SIGNING OF CONTRACT**

- 28.1. The issue of Work Order (WO) shall constitute the award of contract on the bidder.
- 28.2. Upon the successful bidder furnishing performance security pursuant to Clause 27 of this Section, the Purchaser shall discharge the bid security in pursuant to Clause 12 of this Section, except in case of L-1 bidder, whose EMBG / EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to Clause nos. 24 & 27 of this Section.

**29. ANNULMENT OF AWARD**

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

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

## **31. REJECTION OF BIDS**

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following Clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clause 12.1 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
  - b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per Clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of Section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
  - c) Clause 11.2 (c) of Section-4 Part A: If Clause-by-Clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.– This Clause is Not Applicable
  - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
  - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of work order against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.



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

As per Appendix-1 to Section 4 Part A.

33. Clause deleted.

**34. NEAR-RELATIONSHIP CERTIFICATE**

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

34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.

34.3 The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

**35. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

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

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then BSNL will take action as per Clause-1 of Appendix-1 of this Section.

**Note for Tender opening Committee:**

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

**36. Security Clause as per latest guidelines and requirement –**

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

### Appendix-1 to Section 4 Part A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	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.
	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.	
	<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.
	<i>(ii) If detection of default after issue of AWO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of AWO , ii) Rejection of Bid & iii) Forfeiture of EMD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
1(b) cont d.	<i>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</i>	i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.

	(iv) If <i>detection of default after issue of WO</i>	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	<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 representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	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 15 Section 5B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.

5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ' <b>Set off</b> ' Clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	c) for amount higher than that approved by BSNL for that service.	
	<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 insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).
		Undertake recovery of financial penalty from outstanding dues of vendor including

		PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<ul style="list-style-type: none"> <li>i) Termination/ Short Closure of the WO.</li> <li>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</li> <li>iii) Undertake work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</li> <li>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).</li> </ul> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<ul style="list-style-type: none"> <li>i) Termination of contract, if any.</li> <li>ii) 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 from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</li> </ul>
10 con-td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	<ul style="list-style-type: none"> <li>i) Termination of contract, if any.</li> <li>ii) 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 from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</li> </ul>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	

	(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.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
<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 Clause 4 of DNIT

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

a. Bids that are incomplete i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution as per Clause 5, format for disclosure, valid EMD;

b. Bid not signed by authorized signatory and / or stamped in the manner indicated in this Bid Document;

c. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Qualification Requirements;

d. Information not submitted in formats specified in the Bid Document

e. Bid not providing information/ document to satisfy Qualification Requirements;

f. Bidder not meeting the criteria mentioned in Clause 4 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 13 Section 4A of this Bid Document;

i. Bid being conditional in nature

j. Bid not received (Electronic and offline) by due date and time as specified in Clause 6 of DNIT;

k. More than one Bidding Company using the credentials of the same Parent /Affiliate;

l. Bidder delaying in submission of additional information or clarifications sought by BSNL.

m. Bidder makes any misrepresentation of facts.

n. Bid not accompanied by valid EMD

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

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

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



as specified in Clause 4 of Section 1 DNIT

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

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

1.4.1. Only the bids qualifying in Step II above, shall be financially evaluated for respective cluster, in this stage, on basis of their quote as per Financial schedule in Section 9 Part-B.

1.4.2. Successful Bidder shall unconditionally accept the AWO, issued by BSNL, within 14 days of issue of AWO.

1.4.3. If the Successful Bidder, to whom the AWO has been issued, does not accept the AWO unconditionally, BSNL reserves the right to annul the award of the Letter of Intent to such Successful Bidder and forfeit EMD ( in case of L-1 bidder).

1.4.4. It shall not be binding upon BSNL to accept the lowest bid as successful.

1.4.5. It shall not be obligatory on the part of BSNL to furnish any information or explanation for cause of rejection of Bid or part of the Bid. Notwithstanding anything stated above, BSNL reserves the right to assess the credibility, capability and capacity of the bidders and viability of the Proposal to perform the contract should circumstances warrant such an assessment in the overall interest of BSNL and Bidder shall furnish all other required documents to BSNL.

1.4.6. BSNL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this Bid Document and make its own judgment regarding the interpretation of the same. In this regard BSNL shall have no liability towards any Bidder and no Bidder shall have any recourse to BSNL with respect to the selection process.

1.4.7. BSNL shall evaluate the Bids using the evaluation process specified above, at its sole discretion.

1.4.8. BSNL's decision in this regard shall be final and binding.

## Section- 4 Part C

### E-tendering Instructions to Bidders

#### 1. General

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

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL has decided to use the portal (<https://etenders.gov.in/eprocure/app>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications & Information Technology, and Government of India.

Benefits to Suppliers are outlined on the Home-page of the portal.

#### Instructions

##### I. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes'. (Financial & Technical bid shall be submitted at the same time)

##### II Broad outline of activities from Bidders Perspective:

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

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

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
26. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below: -

**27. Bid related Information for this Tender (Sealed Bid)**

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

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

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

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

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

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

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

**28. Offline Submissions:**

The Bidder is requested to submit the following documents offline to, AGM(MM) O/o PGM HTD on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security (Original copy).

2. DD / Bankers cheque for Tender Fee drawn in favour of AO(Cash), Main O/o PGM HTD
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A.
4. In case MSME/NSIC bidders, Valid MSME/NSIC certificate to be submitted.

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

- 29.** In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

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

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

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

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

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

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

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

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

**Help Desk Nos of CPP Portal:**

24x7 Toll Free Telephone No. 1800 3070 2232 Mob: 07878007972 / 73

Email ID: cppp-nic@nic.in (Please Mark CC: support-nic@ncode.in)

BSNL Contact-1	
BSNL's Contact Person	Smt Y. Sailaja, AGM(MM)
Telephone/ Mobile	040-23264061/ 9490116010
E-mail ID	agmmmhtd@bsnl.co.in
BSNL Contact-2	
BSNL's Contact Person	G. Surender/V. Jyothirmayi
Telephone/ Mobile	9490141588 / 9440000547
E-mail ID	sdemmtenders@gmail.com

**Note 1:** In case of internet related problem at bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

**Note 2:** MSE bidders should declare their UAM No. (Udyog Aadhar Memorandum Number) on Central Public Procurement Portal (CPPP) failing which such bidders will not be able to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSEs order 2012 issued by MSME.

**Note 3:** Bidder must ensure that after following above the status of bid submission must become – “Complete”.

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

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

**IV. Other Instructions**

For further instructions, the vendor should visit the home-page of the portal (<https://www.etenders.gov.in>) , and check on “Help for Contractors” and “the Bidders Manual Kit”. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

**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 well in advance of your first tender submission deadline on CPPP
4. Submit your bids well in advance of tender submission deadline on CPPP (There could be last minute problems due to Internet time out, break down, etc.) While the first three instructions mentioned above are especially relevant to first- time users of CPPP, the fourth instruction relevant at all times.

**Note:** While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

#### **V. Minimum Requirements at Bidders end**

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

#### **VI. 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: -

1. Download price schedule / BOQ Section-9 Part B (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule / BOQ as specified in XLS format only in white background cells. Don't fill in grey background cells.
3. BOQ Section - 9 Part B file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. Save filled copy of downloaded Consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

**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.

**1. DELETED**

**3. PATENT RIGHTS**

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

**4. PERFORMANCE SECURITY**

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

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The performance security Bond shall be in the form of either FD/DD in favour of AO (Cash), Main BSNL O/o PGM HTD or in form of Bank Guarantee issued by a scheduled Bank in India with a validity period of minimum 18 months and in the proforma provided in 'Section-7B of this Bid Document. For extension of contract beyond 1 years, PBG shall have to be renewed accordingly.

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

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

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

**5. DELETED**

**6. DELETED**

**7. DELETED**



**8.DELETED**

**9.DELETED**

**10. DELETED**

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

**12.DELETED**

**13.DELETED**

**14.DELETED**

**15. DELAYS IN THE SUPPLIER'S PERFORMANCE- Refer Section-2.**

**16. PENALTY-- Refer Section-2.**

**17. FORCE MAJEURE**

17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

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

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

- (a) Failure to deliver services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform 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.

## 19. DELETED.

## 20. ARBITRATION

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

20.2 A part 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.

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

<b>Claim amount (excluding claim for counter claim, if any)</b>	<b>Number of arbitrator</b>	<b>Appointing Authority</b>
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 empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

20.4 Neither party shall appoint its serving employee as arbitrator.

20.5 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party / arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise he shall proceed de novo.

20.6 Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be avoid

20.7 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 Crores.

### 20.8 Fast Track Procedure –

20.8.1 Notwithstanding anything contained in this ACT, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Sub Section (3).

20.8.2 The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track Procedure, may agree that the arbitral tribunal shall consist of a sole

arbitrator who shall be chosen by the parties.

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

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

20.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

20.8.5 If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29 A shall apply to the proceedings.

20.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

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

<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.

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

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

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

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

## **21. SET OFF**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the

BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

**22. DELETED**

**23. DELETED**

**24. DELETED**

**25. COURT JURISDICTION**

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

25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

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

**26. General Guidelines:-**

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

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## SECTION –5 Part B

### SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

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

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

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

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

\*\*\*\*\*

**SECTION-6**

**UNDERTAKING & DECLARATION**

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

**a) Certified that:**

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

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

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

Date: .....

.....  
Signature of Tenderer

Place: .....

Name of Tenderer  
Along with date & Seal

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

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

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

Signature of the tenderer  
With date and seal

**OR**

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

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

**6 (C) – No Deviation’ statement or Clause-by-Clause compliance statement**

T.E.No: HTD/AGM(MM)/e-tender/Mntce/OFC NW Rural Zone /2020-21      Dtd: 30.06.2020

I/We ..... Declare and undertake for 100% clause by clause compliance and no-deviation of all clauses of tender document.

Signature of the tenderer  
With date and seal



## SECTION- 7

### PROFORMAS

#### 7(A) For the BIDSECURITY/EMD Guarantee

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

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

Whereas M/s ..... having registered office at .....  
..... (Hereafter referred to as Bidder) has approached  
us for giving Bank Guarantee of Rs. ..../- (hereafter known as the "B. G.  
Amount") valid up to ...../...../ 20.... (hereafter known as the "Validity date") in favour of  
..... (Hereafter referred to as BSNL) for participation in the tender  
of work of ..... vide tender no.  
.....

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from

the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

6. Notwithstanding anything herein contained ;

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

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) Main, BSNL, O/o PGM HTD payable at Hyderabad.

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

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**7(B) For the Performance Guarantee**  
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

**Sub: Performance guarantee.**

Whereas .....(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.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) Main, BSNL, O/o PGM HTD" payable at Hyderabad.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

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

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

**Subject:** Authorization for attending Bid opening

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

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

.....

Signature of the Representative

.....

Signature of Bidder/ Officer authorized to sign  
on behalf of the Bidder

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

**SECTION- 8**

**Bidder's profile & Questionnaire.**

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

1. Name of the Individual/ Firm: .....
2. Present Correspondence Address .....
- Telephone No. .... Mobile No. .... FAX No. ....
3. Registered Office .....
- Telephone No. .... Mobile No. ....
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company): .....
- 7.A Permanent Account No. : .....
- 7.B GST Registration No(s).....
8. Details of the Bidder's Bank for effecting e-payments:
  - (a) Beneficiary Bank Name:.....
  - (b) Beneficiary branch Name:.....
  - (c) IFSC code of beneficiary Branch.....
  - (d) Beneficiary account No.:.....
  - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so

state its Address

.....  
.....

**B) Questionnaire**

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

1.1 If Yes, Give details

.....  
.....

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

2.1 If Yes, Give details

.....  
.....

3. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

**SECTION-9 Part-A**

**BID FORM**

To  
AGM (MM)  
O/o PGM (NWP-CFA)  
BSNL Bhavan  
Hyderabad-500063  
Bidder's Reference No:.....Dated.....

From,  
.....  
<complete address of the Bidder>  
.....  
.....

**Ref:** Tender Enquiry No. : HTD/AGM(MM)/e-tender/Mntce/OFC NW Rural Zone /2020-21  
**Dtd:**30.06.2020

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/corrigenda / addenda Nos. .... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ **5%** of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase/ Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 2020

Witness  
Signature.....  
Name .....  
Address .....

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



## SECTION 9 PART-B

### Financial Schedule:

T.E.No: HTD/AGM(MM)/e-tender/Mntce/OFC NW Rural Zone /2020-21 Dtd: 30.06.2020

Description of work	Base Price Per KM/Month (excluding GST)	Quote + / - % age of the Base price per unit (in figures)	Quote + / -% w r t Base price per unit (in words)
SLA based UG / OH OFC route comprehensive maintenance work of <u>Rural Zone</u> of Hyderabad Telecom District. (Preventive maintenance, Corrective maintenance , Scheduled and planned maintenance and improvement of parameters as required)	Rs.500 (Rupees Five hundred Only)		

GST Rate applicable .....%

Applicable SAC (6 Digit) .....

## ANNEXURE - 1

### DEED OF INDEMNITY

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

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

#### **TO AND IN FAVOUR OF**

**Bharat Sanchar Nigam Limited**, through the Principal General Manager, Hyderabad Telecom District, BSNL Bhavan Adarsh Nagar (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 **HTD/AGM(MM)/e-tender/Mntce/OFC NW Rural Zone/2020-21 Dtd: 30.06.2020** (hereinafter referred to as 'Tender') for Comprehensive maintenance of OFC Network routes in Hyderabad Telecom District Rural Area.
- (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

### CHECK LIST FOR THE BIDDERS

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

#### Documents forming part of the bid: -

Sl. No.	DOCUMENTS	Submitted / Not Submitted (If Not Applicable, reason in brief)
1	<p>Cost of the tender document (₹590/-) or A proof regarding valid registration with body specified by Ministry of Micro, Small &amp; Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate &amp; MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.</p>	
2	<p>Bid Security in the form of Bank Guarantee for ₹____/- valid up to 180 days from the date of tender opening. Or A proof regarding valid registration with body specified by Ministry of Micro, Small &amp; Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate &amp; MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.</p>	
3	Scanned copy of <b>Bid Form in Section-9 Part A</b> and <b>Price Schedule in Section-9 Part B</b> duly filled up and signed.	
4	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
5	Scanned copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per Clause no. <b>14.3 of Section-4 Part A</b> .	
6	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
7	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
8	Scanned copy of Credentials regarding experience as per clause 4.2	
9	Scanned copy of Documents related to financial capabilities of the bidder as per clause 4.3	

10	Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to <b>Clause 11.2 (a) of Section-4 Part A.</b>	
11	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
12	Scanned copy of Near Relationship Certificate as per <b>Section 6 Part (B)</b>	
13	Declaration that the firm is not black listed by GST Authorities agreement as per clause 4.1.2 of Section -1	
14	Letter of Authorization to attend Bid opening event	
15	Valid PAN Card	
16	Valid Goods and Services Tax Registration Certificate(s)	
17	Indemnity as per <b>Clause-4.1.2 of Section -1.</b>	
18	Undertaking and Declaration as per <b>Section-6 Part A</b> duly filled up and signed	
19	Scanned copy of attestation of the specimen signature of the authorized by the Bank as per <b>Clause 14.3 Section -4 Part A.</b>	
10	Bidder's Profile & Questionnaire as per <b>Section-8</b> duly filled up and signed.	
21	Indemnity Bond as per Annexure-1.	
22	The Bidder should NOT be a licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services/ UASL/ NLD/ ILD Services anywhere in India. Undertaking to this effect must be submitted by bidder.	
23	A self-declaration on the company's letterhead giving List of employed skilled technical personnel and/or Undertaking regarding employment of skilled technical personnel has to be submitted by the Bidder.	
24	Documentary evidence of ownership of JCB machine if the bidder is owner or certified copy of the lease deed along with the attested copy of ownership documents, in case the bidder is not owner of JCB machine are required to be enclosed with the technical bid	
25	Any other supporting documents asked for in bid document.	
26	This Check list	

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

.....

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

Date:.....