

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)
O/o Principal General Manager South
Malakpet, Hyderabad-500036

From: To
AGM (OP) South Area
O/o PGM (South)
Hyderabad

Tender No: HTD/South/SDE(Op &Plg)/Limited Tender-South/20-21/1 Dtd 22/05/2020

Sub: - Limited e-Tender Document for Attending day to day Landline and Broadband faults in CMR & GWD AREA's under PGM(South) Area—reg.

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

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If interested, kindly submit your offers by means of online bids only for Electronic E-Tendering at the portal detailed in 'Special Instructions to bidders for E-Tendering' by **12:00 hours of 06-06-2020 (TENDER closing date)**.

AGM (OP) South,
O/o PGM(South), Malakpet.

Phone Number -040-24558222
E-Mail:sdeops_htd@bsnl.co.in

Regd. Off.: Web: www.telangana.bsnl.co.in

SECTION - 1
DETAILED NOTICE INVITING TENDER

Introduction

On behalf of Principal General Manager, South Area, Bharat Sanchar Nigam Limited Hyderabad, TENDER is invited from the experienced bidders for attending day to day Landline and Broadband faults for a period of **three months** or till the finalization of the tender floated for outsourcing of the LL & BB Connections in HTD. The area of operation is from Pillar to customer premises.

Bharat Sanchar Nigam Limited (BSNL), a Public Sector Undertaking of Government of India, is one of the largest telecom Service Provider in India having a countrywide presence with over 100 million customers and offer hosts of other services like Wire- line voice, GSM 2G/3G, CDMA, WiMAX Data communication, National long distance, International Long Distance, Internet, Broad band, Multiplay, Leased Line, etc. It is also the largest ISP offering broadband services on ADSL 2+ to its customers. BSNL is currently operating across the nation except in Delhi and Mumbai.

1. TENDER Brief

TENDER is floated to select bidder for attending day to day faults in CMR & GWD AREA's under PGM South Area. The area of operation is from Pillar to customer premises.

- a. LL and BB faults intimated by the field units shall be attended as per the SLA. The average faults for previous six months is **10590** faults per month.
- b. The basic rate for attending each LL/BB fault is fixed as **Rs: 25/- excluding GST**. Bidder shall quote the rate (+/- %) per fault for attending the day to day faults intimated by the field units.

The bidder shall be responsible for deployment for attending the LL & BB faults in CMR & GWD AREA's under PGM South area of this TENDER.

- 2.** BSNL has decided to use process of e-tendering for inviting this TENDER and thus the physical copy of the TENDER document will not be sold.

3. Eligibility Requirement

The following criterion shall be met by the bidder who intend to participate in this TENDER and only those bidders who qualify the following conditions, need put in the proposal:

- i. The bidder shall be a company registered/incorporated under the Indian Companies Act 1956 in India / partnership / proprietorship/individual (In case of individual, an undertaking is to be submitted (as per proforma at Section 8 C).
- ii. The bidder should have experience of **minimum one year in** maintaining the telecom copper network and the bidder should submit a certificate from not below the rank of AGM.

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

4. Deleted.
5. TENDER Document shall be available for downloading from **22.05.2020 (18.00 hrs)** to **06.06.2020 (12.00hrs)**.
6. An amount of **Rs 590/- (Rupees Five hundred and Ninety only)**, in the form of crossed demand draft, drawn on any scheduled bank, in favour of **Accounts Officer (Cash) Main, O/o PGM HTD, BSNL Bhavan, Hyderabad** shall be submitted along with the offline bid else the bid will be rejected.

(ii) Bidder is required to register compulsorily on the E-tender portal etenders.gov.in.

7. **EMD/Bid Security:** The bidder shall furnish the bid security/ EMD of **Rs: 15,885/- (Rupees Fifteen thousand Eight hundred Eighty Five only)** which is approximately equal to **2% of the estimated tender cost in the form of Demand Draft/ Banker's cheque** issued by a scheduled bank drawn in favour of "**Accounts Officer (Cash) Main, O/o PGMHTD**", **BSNL Bhavan**, Payable at Hyderabad OR a Bank Guarantee in the prescribed proforma in Section 7(A) from any scheduled bank valid for period of 180days and shall be submitted along with the offline bid else the bid will be rejected.

Tender fee and EMD is exempted for firms registered with bodies specified by NSIC/MSME and copies of NSIC/MSME certificates should be submitted offline in the tender box before closing date of tender.

8. A Performance Bank Guarantee (PBG) shall be submitted equal to 5% of the contractual value of the tender.
9. The TENDER document for participating in E-tender shall be available for downloading from <https://www.etenders.gov.in> from **22-05-2020 18:00 Hrs** onwards.
10. Deleted
11. **Date of Time of Online Submission of TENDER bid : 06.06.2020 by 12:00Hrs**

Note 1: In case the date of submission of bid is declared to be a holiday, the date of submission of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

12. **Online Opening of TENDER Bids:** At **12:00** Hours of **08.06.2020**

13. **Place of opening of TENDER bids:**

BSNL has adopted e-Tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). BSNL's TENDER Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

However, if required, authorized representatives of bidders can attend the TOE at the

% AGM(MM), Room.no.503, 5th floor, BSNL Bhavan, Hyderabad 500 063, where BSNL's TENDER Opening Officers shall be conducting Public Online Tender Opening Event(TOE).

- 14.** TENDER bids received after due time & date shall not be accepted.
- 15.** PGM South Area, 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.
- 16.** The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E- Tender Portal (<https://etenders.gov.in>)
- 17.** In case of any correction/addition/alteration/omission in the TENDER document, the TENDER bid shall be treated as non responsive and shall be rejected summarily.

Note 2: All documents submitted in the bid offer shall be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate. All computer generated documents shall be duly attested/ signed by the issuing organisation.

AGM(OP)South
O/o PGM South Area

Section- 2
TENDER Information

1. **Type of TENDER** : **Single-Stage bidding & Single-stage opening** using Two Electronic Envelope System.

Note: Both the technical and financial bids will be opened and evaluated simultaneously.

2. **Bid Validity Period:** **120 days** from the TENDER opening date **and can be extended**

3. The TENDER offer shall contain two envelopes viz. Techno-commercial envelope and financial envelope which will contain one set of the following documents only:

- a) Techno-commercial envelope shall contain Electronic Form-Technical with all relevant bid annexure of following, but not limited to, documents:

- i. Copy of EMD/Bid Security instrument.
- ii. Copy of proof of payment of Cost of the TENDER documents i.e. TENDER fee.
- iii. Latest and valid NSIC/MSME Certificate duly certified by NSIC/MSME, if applicable.
- iv. Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT. All the relevant documents duly self-attested have to be submitted.
- v. Power of Attorney & authorization for executing the power of attorney in accordance with clause 14.3 of section 4.
- vi. Copy of GST Registration
- vii. Clause by clause compliance as per the proforma given at Section 8.(B)
- viii. Bidder's Profile & Questionnaire duly filled & signed (**section 8(A)**).
- ix. Non-relation certificate duly filled and signed as per section 6(B)
- x. Undertaking & declaration in Proforma duly filled & signed (Section 6(A))
- xi. Documents stated in clause 10 of Section-4.
- xii. TENDER documents duly signed for having read it & accepted it.
- xiii. The bidder should have PAN No (In case of Partnership/Pvt. Ltd. Firm, PAN No of firm is required & in case of Proprietorship firm PAN No of proprietor is to be enclosed).
- xiv. The bidder must have a valid ESI and EPF registration certificate. Copy of the same to be submitted (self attested).
- xv. The bidder should submit either a valid license obtained from the Labour Commissioner or an undertaking stating that he/she will comply the Labour Acts in accordance with Central Labour (R&A) Act, 1970 Section 1 clause 4(b) as amended from time to time, if applicable.

- b) Financial envelope shall contain Electronic Form-Financial with:
Electronic form – financial along with price Schedule (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, 5th 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 applicable

AGM(OP)South
O/o PGM South Area

SECTION-3

SCOPE OF WORK

1 Introduction

BSNL envisages providing the excellent quality of Service parameters on the concept of maintenance of Land line and Broadband connections, in PGM South area. The area of operation is from Pillar to customer premises.

Through this TENDER, BSNL shall finalize the bidders to attend the Land line and Broad band connections, in CMR & GWD AREA's under PGM South area. The area of operation is from Pillar to customer premises in CMR & GWD AREA's under PGM South area.

Duration of contract is for a period of **three months** from the date of award of work or till the date of finalization of the tender already floated for outsourcing of LL & BB Connections whichever is earlier.

Bidder shall comply with all other Govt of India act and laws that are applicable to the work contained in the TENDER.

2. Scope of the work:

Bidder has to attend the day to day Landline and Broadband faults in CMR & GWD AREA's under PGM South area.

The store material required for attending the faults like drop wire, 5 pair cable etc will be supplied by BSNL.

All the LL & BB faults intimated by the filed units shall be attended by the Bidder. Bidder **shall attend to faults** (including on Sundays and holidays) from 09:00 hrs to 17:00 hrs.

- a) 60% of the faults are to be rectified on the sameday.
- b) 80% of the faults within 2 days and
- c) 100% to be attended within 3 days

In those cases where the fault lies with BSNL, the same shall be made over to BSNL by the bidder with comments.

If any damages are done by Bidder to any other service providers/agencies network within the operating area, then compensation/restoration would be the responsibility of the bidder.

Any material loss will be the responsibility of the Bidder while under his control.

3 Compliance to all Applicable Law

Bidder shall fully comply with all Labour laws, rules, regulations, directions, orders etc. issued from the Govt and TRAI and laws that are applicable to the work contained in this TENDER

4 Duration of the contract period

Duration of contract is for **three months** from the date of award of work or till the tender is finalized whichever is earlier.

5 Confidentiality:

The **Bidder** shall take adequate and timely measures to ensure that information provided as part of this contract/agreement shall be kept confidential, secured and protected and shall not be divulged to any unauthorized person/firm.

Bidder shall treat all documents / data / software or part of them, which BSNL may provide or **Bidder** shall access, as strictly confidential and maintain secrecy for the same.

The **Bidder** shall maintain full confidentiality of the data supplied by BSNL. Under no circumstances the **Bidder** shall divulge/reveal/share such data for the purpose other than for meeting BSNL's requirement. Any violation of this confidentiality clause may result in suitable penalty and /or termination of the contract, forfeiture of SD/ encashment of PBG. BSNL shall reserve the right to black-list the bidder on all India basis. The decision of BSNL shall be final in this regard and binding on **Bidder**.

Bidder shall not publish, disclose any information about, make available or otherwise dispose of the document / data / software or any part or parts thereof to any third party, directly or indirectly without prior written consent of BSNL.

Bidder shall restrict access to the documents/data/software only to those of their employees to whom it will be felt necessary and relevant for the operations and shall draw the provision of this commitment to BSNL made by the **Bidder**, to the personal attention of those of its employees to whom access to the document/data/software will be granted.

BSNL reserves right to terminate the agreement at any time, due to change in its own license conditions or upon directions from the DOT/Government of India. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.

SECTION – 4 PART A

GENERAL INSTRUCTION TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- a. **“The bidder”** means the individual or firm who participates in this TENDER and submits its bid. Bidder has also been referred as supplier at some places in this TENDER document.
- b. **“Contract Agreement”** means agreement between BSNL and bidder.
- c. **“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.
- d. **“The Advance Work Order”** means intention of BSNL to place Work Order on the bidder.
- e. **“The Work Order”** means the order placed by the BSNL on the bidder signed by the BSNL including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **“Contract”** appearing in the document.
- f. BSNL means Bharat Sanchar Nigam Limited.
- g. Party or parties: BSNL, Bidder Company, are referred to as ‘Party’.
- h. SSA: SSA means Secondary Switching Area as defined by BSNL.
- i. Tariff means Charges payable by the subscriber for the service provided.
- j. Telecom Circle means the geographical area of the BSNL circle providing the Basic Telecommunication Services as defined by BSNL.
- k. TRAI means Telecom Regulatory Authority of India established under the TRAI Act, 1997

2. **ELIGIBILITY CRITERIA:** Kindly refer to Clause 4 of Detailed NIT (Section 1).

3. COST OF BIDDING

- B. 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.

C. THE BID DOCUMENTS

4. DOCUMENTS REQUIRED

The service and setup required from 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.

The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. 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

A prospective bidder, requiring any clarification on the Bid Documents shall submit his queries in bidders conference or in writing or by Email to the BSNL's mailing address indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives **not later than 10 days prior to the date of opening of the TENDERS**. Copies of the query (without identifying the source) and clarifications by the BSNL shall be uploaded as Clarifications to the concerned TENDER on BSNL website & on ETS portal, as addenda, for all the prospective bidders who have downloaded the official copy of TENDER documents from ETSportal.

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

The format in which the clarifications are to be sent via FAX / E-mail (in MS-Excel sheets only) is

S. No.	Section	Clause No.	Ref Page No in Bid	Brief Description of the clause	Query/ Comments of bidder

6. AMENDMENT OF BIDDOCUMENTS

At any time, prior to the date of submission of Bids, BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

The amendments shall be notified in writing 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.

In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components: Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 4 of section 1 & clause 10 of section 4.

- (b) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11
- (d) A Bid form and price schedule completed in accordance with clause 9.

8. BID FORM

The bidder shall complete the bid form and appropriate price schedule furnished in the bid document.

9. Financial Proposal

The Firm shall submit the financial bid as per format in Section 9-Part B.

The Financial offer should be strictly in the format as at Section 9 (B) and any variation may render the offer invalid.

In case of variation between rate mentioned in figures & words, the amount in words shall prevail.

10. DOCUMENTS ESTABLISHING BIDDERS'S ELIGIBILITY AND QUALIFICATION

Company is required to furnish the following documents in additions to other required documents as per TENDER document:

- i) Power of Attorney & authorization for executing the power of Attorney as per clause 14.3 wherever applicable.
- ii) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 30. Or a certificate from the authorized signatory or one of the directors stating that none of the directors have any near relative working in BSNL.
- iii) Certificate of Incorporation/Registration.
- iv) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case maybe
- v) GST Registration certificate.
- vi) Experience certificate as per proforma at Section 8(d)
- vii) EPF & ESI Registration certificate.
- x) Solvency Certificate for not less than Rs. 2 Lakhs from a scheduled Bank, which should not be older than ONE year from the date of issue of NIT.
- xi) The bidder should submit either a valid license obtained from the Labour Commissioner or an undertaking stating that he/she will comply the Labour Acts in accordance with Central Labour (R & A) Act, 1970 Section 1 clause 4 (b) as ammended from time to time.
- xii.) Self attested copy of PAN CARD of the bidder.
- xiii.) Non Black list Certificate

11. DELETED

12. BID SECURITY

The bidder shall furnish a bid security of amount as specified in detailed NIT (Section1)

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

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

The bid security shall be submitted in the form as specified in clause 7 of detailed NIT(section-1).deleted

A bid not secured in accordance with Para 12.1 & 12.3 shall be summarily rejected by the BSNL being non-responsive at the bid opening stage.

The bid security of the unsuccessful bidder will be returned/ discharged as promptly as possible and within 60 days of acceptance of TENDER but not later than 30 days after the expiry of the period of the bid validity prescribed by the BSNL pursuant to clause 12.

The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance Work Order and furnishing the Performance Security.

The bid security may be forfeited:

- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form
- (b) In the case of successful bidder, if the bidder fails:
 - i) to sign the contract
 - (ii) to furnish performance security.
- (c) The front bidder shall submit an irrevocable undertaking in non-judicial stamp paper of appropriate value duly signed by it and its consortium partner stating that both of them i.e. the front bidder and its consortium partner shall be liable for due performance of the contract jointly and severally, failing which both of them shall

be liable to be barred from participating in future tenders/TENDERS/ RFPs of BSNL for a period of twoyears.

13. PERIOD OF VALIDITY OF BIDS

Bid shall remain valid for period specified in clause 2 of TENDER information (Section 2) from the date of opening of bids prescribed by the BSNL. **A bid valid for a shorter period shall be rejected by the BSNL being non-responsive.**

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 request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID

14.1 The bidder shall submit his bid, online as it is e-tendering, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering). 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 digitally signed by the person or persons signing the bid.

14.3 Power of attorney–

- (i) The Power of Attorney shall be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
- (ii) 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.
- (iii) In case of the bidder being a firm, the said Power of Attorney shall be executed by all the bidder(s) in favor of the said Attorney.
- (iv) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS:

The bid shall be submitted online using single stage bidding and Two Envelope methodology under each package.

The first envelope (Techno-commercial bid): This envelope shall contain documents of bidders satisfying the eligibility / Technical & commercial conditions requirements. Second envelope will be named as financial bid containing price Schedule as per section 9.

16. Venue of TENDER Opening: Specified in Clause 12 of DNIT (Section 1).

Bids must be submitted online by the bidders as per instructions not later than the specified date & time indicated in the covering letter.

The 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 the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

17. LATE BIDS

No bid shall be accepted online by the Electronic Tender System® (ETS) after the specified deadline for submission of bids prescribed by the BSNL.

18. MODIFICATION AND WITHDRAWAL OF BIDS

The bidder may modify, revise or withdraw his bid online after submission prior to deadline prescribed for submission of bid. If a bid is withdrawn, the same shall be archived unopened in the ETS Portal.

The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.

No bid shall be allowed for modification subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS

The BSNL shall open bids online in the online presence of bidders. The bidder's authorized representatives who chose to attend offline at time specified in Clause 12 of DNIT (Section-1) on due date may also attend. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in **Section 7(C)**.)

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

The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the BSNL, at its discretion, may consider appropriate will be made available online at the time of opening.

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

To assist in the examination, evaluation and comparison of bids, the 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 online or writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

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 the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid is liable to be rejected without entertaining further correspondence in this regard.

21. EVALUATION

In the first stage of evaluation, BSNL (referred as purchaser also) shall evaluate the proposals to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed and whether the proposals are generally in order.

BSNL shall determine the substantive responsiveness of each of the technical and commercial proposals to the requirements of the TENDER document as per clause 3 of section.2 and clause 4 of section.1. A substantively responsive proposal is one which conforms to all technical specifications and commercial terms and conditions of the TENDER document without material deviation/exceptions. The BSNL's determination of proposal's responsiveness shall be based on the contents of the proposal itself without recourse to extrinsic evidence.

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

The 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 the establishment of techno-commercial parity among the proposals.

During the evaluation, BSNL at its discretion may call upon the bidder to give a techno-commercial presentation of its offer, to explain the solution offered its capability to undertake the project and to respond to any question from BSNL.

Both the technical and financial proposals of the bidders will be opened and evaluated simultaneously.

22. CONTACTING THE BSNL

Subject to Clause 19, no bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

Any effort by a bidder to modify his bid or influence the BSNL in the bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

23. SELECTION OF BIDDER

DELETED

Bids will be ranked based on lowest evaluated price.

PGM South Area intends to award 100% of the contract to the L1 Bidder.

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

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

25. ISSUE OF ADVANCE PURCHASE ORDER/Advance Work Order

The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.

26. SIGNING OF CONTRACT

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

Upon the successful bidder furnishing performance security, the BSNL shall discharge the bid security in pursuant to clause 12.

27. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 24 shall constitute sufficient ground for annulment of the award and the forfeiture of the

bid security in which event the BSNL may make the award to any other bidder at the discretion of the purchaser or call for newbids.

28. 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 which shall result in outright rejection of the bid.

- (i) **Clauses 12.1, 12.3 & 13.1 of Section 4:** The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- (ii) **Clause 2 & 10 of Section 4:** If the eligibility condition as per clause 2 of Section 4 is not met and / or documents prescribed to establish the eligibility as per Clause 10 of section 4 are not provided, the bids will be rejected without further evaluation.
- (iii) If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. **In case of no deviations, a statement to that effect must be given.**
- (iv) While giving compliance to Section-5, General Commercial conditions, Section-4, Special Instructions to bidders and Section-3 Scope of the work, ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. While giving compliances, reference to the enclosed documents showing compliances shall be given.
- (v) Price Schedules are duly filled as given in Section 9 Part B.

Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 28 of Section 4, 12.1 of Section- 4 and Clause 4 of Section 1, though, the bidder is given opportunity to explain their position, however if the person representing the bidder 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.

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 archive the bids unopened in the ETS Portal.

29. BSNL reserves the right to bar the bidder from participating in future tenders/TENDERS/ RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

30. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the TENDER's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tampered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMD) of the bidder would be forfeited and the bidder would be disqualified from the TENDER. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

To obviate any possibility of doubt and dispute and maintain veracity of the documents / papers / certificates, the documents conforming to eligibility part along with EMBG (bid security) of requisite amount will be submitted by the participant bidder duly authenticated by the authorized signatory and will be checked at the time of TENDER opening. This bid part (already digitally signed by the authorized representative of the bidder during bid submission) will be digitally signed by the in charge of the TENDER opening team and will be kept preserved along with the bid submitted online. In case of any dispute these papers will be treated as authentic one”.

Section- 4 Part B
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 (SealedBid)

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: ccppp-nic@nic.in (Please Mark CC:support-nic@ncode.in)

BSNL Contact-1	
BSNL’s Contact Person	Sri M R V Sastry, AGM(OP) South
Telephone/ Mobile	9490642777
E-mail ID	sdeopsrn@bsnl.co.in
BSNL Contact-2	
BSNL’s Contact Person	Smt K. Sujatha, SDE(OP & Admin) South
Telephone/ Mobile	9494097172 / 040-24142345
E-mail ID	sdeopsrn@bsnl.co.in

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 affectedevent(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 byMSME.

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 responsibilityonly.

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 thee-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 CPPPortal.

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 Biddersend

- Computer System with good configuration (MinPIV, 1GBRAM, WindowsXP)
- 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

General Commercial Conditions of Contract.

1. INTELLECTUAL PROPERTY RIGHTS/ COPYRIGHTS/Patentrights

The services to be offered to the customers under this agreement shall be provided under the brand name of BSNL. However, the Bidder shall be solely responsible for the Intellectual Property Rights/ copyright and lawfulness of the services offered on part of Bidder and compliance to all applicable rules and laws of Govt. applicable from time to time. Bidder shall indemnify BSNL for the same. Under no circumstances, BSNL shall have the responsibility for any liability arising on account of the same. The bidder 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 TelecomNetwork

2. Performance Bank Guarantee(PBG)

Successful bidders shall furnish a Performance Bank Guarantee (PBG) of INR..... [5% of rate quoted/finalised for three months with a validity period of minimum 1 year]. The performance security Bond shall be in the form of BankGuaranteeissuedbyascheduledBankandintheformprovidedinsection7(B) of this Bid Document.

Performance guarantee shall be initially valid for a minimum period of 1 year. For extension of contract beyond three months, PBG shall have to be renewed accordingly.

The proceeds of Performance Bank guarantee shall be payable to BSNL as compensation for any loss resulting from the bidder's failure to comply its obligation under the contract. BSNL shall en-cash the PBG in the event of breach or failure to perform/meet the obligations on the part of bidder/Lead bidder without prejudice any rights/remedies available toBSNL.

The bidder shall ensure that performance bank guarantee (PBG) is sent to the BSNL directly by the issuing bank under Registered Post (A.D). In exceptional circumstances where the PBG is submitted by the bidder to the BSNL, the bidder shall ensure that an unstamped duplicate copy of the PBG is sent immediately by the bank direct to BSNL by Registered Post(A.D).

3. QOS parameter &penalty

- 60% of the reported faults are to be attended on the sameday.
- 80% of the reported faults are to be attended within 2days.
- 100% of the reported faults are to be attended within 3days.

A penalty of Rs 1/- per fault will be levied for not meeting the above QoS Parameters.

PAYMENTTERMS:

The bills are to be submitted on monthly basis for the no. of faults attended by the bidder duly certified by the concerned fieldofficer.

Vendor has to submit the bill within the due date along with proof of invoice uploading to GSTN.

Vendor has to accept the debit and credit note wherever there is change in value of supplies made to BSNL and upload the same in GSTN.

4 Deleted

5 SUBCONTRACTS

The BIDDER shall notify BSNL in writing of all subcontracts awarded under these contracts if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the contract.

6 FORCE MAJEURE

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 BSNL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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

7 Termination of contract due to non-performance (default)

BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate this contract in whole or in part under any of the following circumstances:

- a) DELETED**
- b) If the bidder fails to perform any other obligation(s) under the Contract; and**

- c)** Breach of non-fulfilment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate BSNL may conduct an inquiry either *suo-moto* or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by BIDDER. BIDDER shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry
- d)** If the bidder, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as BSNL may authorize in writing) after receipt of the default notice from the BSNL.

In the event the BSNL terminates the contract in part, the bidder shall continue the performance of the contract to the extent not terminated.

8 TERMINATION FOR INSOLVENCY

BSNL may at any time terminate the Contract by giving written notice to the bidder, without compensation to the bidder. If the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to BSNL.

9 ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the PGM HTD HYDERABAD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the PGM HTD HYDERABAD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the PGM HTD HYDERABAD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the PGM HTD HYDERABAD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the PGM HTD HYDERABAD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid,

Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office of the PGM HTD HYDERABAD, BSNL, Hyderabad or such other places as the arbitrator may decide.

10 SETOFF

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

11 Indemnification

Bidder shall indemnify BSNL against any third party claim for carriage/termination or any other charges that may be payable for this traffic.

In case of any claims by any third party towards licensing or otherwise for the products provided by the bidder, it will be the sole responsibility of the bidder to settle such claims. Under no circumstance, BSNL will have any liability for any such claim.

Since the services shall be extended under BSNL license granted by DOT, bidder will ensure that there is no breach of license conditions and indemnify BSNL for damages both for financial and otherwise, arising out of any breach of the licensing condition.

Bidder, as a provider of services on behalf of BSNL, will abide by all the regulatory, statutory and licensing norms without any violation.

12 COURT JURISDICTION:

- (i) Any dispute arising out of the TENDER/bid document/evaluation of bids/issue of acceptance letter shall be subject to jurisdiction of the competent court at the place from where the NIT/TENDER has been issued.
- (ii) Where a bidder 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’.

13. LABOUR ACT:

The bidder shall scrupulously follow the various labour acts and report compliance of the same periodically during the contract period. Any violation found either by Labour Department authorities or BSNL authorities, the contract is liable to be rescinded including forfeiture of PBG.

Section-6(A)

Undertaking and Declaration

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

a) Certifiedthat:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to theBSNL.

b) The tenderer hereby covenants and declaresthat:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer arecorrect.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the bidder from participation in its futuretenders.

Date:
Signature of Tenderer

Place: ...
Name of Tenderer.....
Along with date & Seal

Section-6(B)

SELF DECLARATION OF NON BLACKLIST

"I/We authorized signatory hereby declare that I/Our firm was not blacklisted/barred by any organization as on.....//2020.

Section 6 (C)

NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given 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 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 tome."

Signature of the tenderer

With date and seal

Section 6 (D)

UNDERTAKING

I _____(Name of the Signatory) representing _____(Firm Name) in the capacity of _____(Authorized Signatory/Partner/Managing Director etc.). The contractor (Successful Bidder) with Bharat Sanchar Nigam Limited (BSNL), Hyderabad Telecom District (HTD) to carry out _____(Nature of work) hereby under take to comply with the following Labour Acts as ammended from time to time.

1. Contract Labour (Regulation & Abolition) Act,1970.
2. Employee Provident Fund & Miscellaneous Provision Act,1952.
3. Employee State Insurance Act,1948.
4. The Building and other Construction workers welfare cess act,1996.
5. All the provisions of Minimum Wages Act 1948, Contract Labour (R&A) Act and rules framed and other labour laws affecting man power that may be brought into force from time totime.

I hereby further undertake that the Principal Employer i.e. BSNL, HTD will not be held responsible for the violation/omissions occurred with regard to the above mentioned Acts during carrying out the works as mentioned above.

Signature
FIRM Stamp/Seal

Hyderabad
Date:

Section-7 (A)

PROFORMA

For the BIDSECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
..... (Hereafter referred to as bidder) has approached us for
giving Bank Guarantee of Rs/-(hereafter known as the "B.G.Amount")
Valid upto...../...../20.....(here after known as the "Validity date") in favour of AGM (----
----) -----SSA,BSNL (Hereafter referred to as BSNL) for participation in the tender of
work of vide tender no.
.....

Now at the request of the bidder, WeBank
.....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

Section-7(B)

For the Performance Guarantee
(TobetypedonRs.100/-non-judicialstamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas AGM (.....) BSNLSSA,R/o
.....(hereafter referred to as BSNL) has
issued an APO no. Dated/...../20.... awarding the work of
..... to M/s
..... R/o
..... (hereafter referred to as
“bidder”) and BSNL has asked him to submit a performance guarantee in favour of
AGM(.....) BSNLSSAof Rs..... /- (hereafter referred to as
“P.G. Amount”) valid upto...../...../20(hereafter referred to as “ValidityDate”)

Now at the request of the bidder, WeBank
.....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 thereunder, 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 thesame.
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 theclaim.
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 Validitydate.
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 tothesaidagreementandtheBankshallnotberelievedfromitsliabilitybyreasonof

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 Validitydate.
 - (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 validitydate.
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 delegatedpower.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of thebank
Authorized Power of Attorney Number:
Name of the Bank officer:.....
Designation:
Complete Postal address of Bank:
.....
Telephone Numbers
Faxnumbers

Section-7(C)

**For letter of authorization for attending Bid Opening
(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 BSNL ... SSA .

We hereby authorize (1)Mr./Ms..... & (2)Mr./Ms..... whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative(1)

.....
Signature of the Representative(2)

.....
Name of the Representative(1)

.....
Name of the Representative(2)

.....
Signature Attested

.....
Signature Attested

Signature of bidder/Officer
authorized to sign the Bid Document
on behalf of the bidder.

Note1: Maximum two representatives will be permitted to attend the Bid opening
Permission for entry to the hall where bids are opened. The entry may be
Refused incase authorization as prescribed above is not received

Section 7 (D)

(Rs.100/- Stamp Paper)

AGREEMENT FOR WORK

CONTRACT AGREEMENT No.
DATED

1. Articles of agreement made this.....day of 2020 between The PGM SOUTH Area, acting through the Principal General Manager, Hyderabad Telecom District, herein called the 'BSNL 'on the one part and herein called the 'BIDDER' of the other part.

2. Whereas, the Bidder has agreed with the BSNL for the performance of work for Attending day to day LL and BB faults in CMR and GWD areas under PGM SOUTH area. The area of operation is from PILLAR to customer premises in CMR and GWD areas under PGM-SOUTH set forth in the schedule as per the dimensions to the original schedule of rates, here to annexed upon the general conditions of the contract, special specifications, if any, and whereas the performance of work is in the interest of public.

3. NOW THIS INDENTURE WITNESSETH that in consideration of the payment to be made by the BSNL, the bidder will duly perform the said work in the said schedule set forth and special works as mentioned in Para (2) above and shall execute the same with great promptness, care and accuracy with good workmanship to the satisfaction of BSNL. and will complete the same in accordance with the said specifications and said conditions of contract on or before as instructed and will guarantee/maintain the said works for a period of 6 (six) months from the certified date of completion and will observe, fulfill and keep all these conditions therein mentioned (which shall be deemed and taken to be part and this contract as if the same had been fully set herein) and the BSNL, both hereby agree that if the bidder shall duly perform the said terms and conditions the BSNL will pay or cause to be paid to the bidder for the said works on the final completion thereof the amount due in respect at the rates specified in the schedule here to annexed.

4. BSNL reserves the right to appropriate the security deposit as required in the terms and conditions of the tender against non-fulfillment of the contract without prejudice to any other rights or remedies. The security deposit will be held by BSNL until the aforesaid maintenance guarantee period.

5. It is hereby agreed and declared that all the provisions of the said specifications, conditions of contract which have been carefully read and understood by the bidder and schedule of rates, including the general instructions containing in the pages already signed and submitted along with the tender schedule thereof and further conditions binding upon the bidder and upon BSNL as if the same has been repeated herein and shall be read as part of the agreement. The negotiated rate of L-1 tenderer accepted by the tenderer will also form the part of the Agreement.

6. The validity of the agreement is from the date of Agreement for a period up to It is also hereby agreed to execute the work remaining, if any, by extending the agreement for another THREE MONTHS.

7. It is hereby agreed to execute the works by +25% above the tendered quantity/amount specified in the NIT, if approved by competent authority, on the same rates and terms & conditions of the tender schedule and tender award letter issued by BSNL that can be awarded subsequently.

IN WITNESS WHERE OF THE parties here unto have set their hands the day and year first above written.

SIGNATURE

SIGNATURE

Signed by Sri
For and behalf of the
CMD, BSNL.

Signed by Sri
(Signed by the bidder)

WITNESS

WITNESS

1.

1.

2.

2.

Section-8 (A)
Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder)

A) Bidder's Profile

1. Name of the Individual/Firm:
2. Present Correspondence Address
-
.....
Telephone No. Mobile No. FAX
No.
3. Address of place of Works/Manufacture
-
.....
Telephone No..... Mobile No.....
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (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.			

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

7. Permanent Account No.:

8. Details of the bidder's Bank for effecting 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. HSN/SAC Code with respect to GST:.....

Place.....

Signature of bidder

Date.....

Name of Bidder.....

Section 8(B)

Compliance statement for Section 1,2,3,4 and 5 of the Tender document

Item	Complied/Not complied
All clauses of Section 1	
All clauses of Section 2	
All clauses of Section 3	
All clauses of Section 4	
All clauses of Section 5	

Section 8(C)

PROFORMA REGARDING CERTIFICATE TO BE GIVEN BY INDIVIDUALS

I,Mr. _____ Sonof _____ hereby
declaring that I am an individual proprietary concern and do not have any proof of
Registration as firms / partnership deed. Further I declare that I have registered for GST/
EPF/ESI Labour license etc., as individualonly.

Signature of bidder

Section 8(D)

NAME OF THE BIDDER:

YEAR:

The bidder should have a prior experience in executing works of similar nature in
Government or PSUs or Private organizations and a certificate to that extent to be produced.

Signature of the bidder

**Section- 9
PART-A
BID Form**

Dated: 22.05.2020.

<p>To AGM(OP) South O/o PGM (South) Malakpet Hyderabad-500036</p>	<p>From, <complete address of the bidder> bidder's</p>	<p>Reference</p>
---	--	------------------

No:..... ..Dated..... **Ref: Tender** No

HTD/South/SDE(Op &Plg)/Limited Tender-South/20-21/1 Dtd 22.05.2020

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliverin 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 ofdays 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 sumfor 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 Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated:day of 20...

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

Section-9 PART B

Financial proposal (Bid)

**I/ We/ M/s..... quote
the following amount for my/our part:**

S. No.	Basic rate for Attending each fault (LL/BB)	Quote +/- % of the base rate per fault (in Figures)	Quote +/- % of the base rate per fault (in words)
1	Rs: 25/- (Rupees twenty five only) * Excluding GST		

Note:

1. In case of variation between the amount mentioned in figures & words, the amount mentioned in words shall prevail.
2. The relevant HSN/SAC code with respect to GST to be mentioned in Bidder's Profile (Section 8(a)).
3. GST as applicable may be claimed by bidder for payment. The bidder has to submit GST based invoices duly uploading in GSTN. Proof of uploading is to be attached to the invoice.

(Signature of Authorized Signatory)

Name.....

Official Seal