



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

O/o
(Full address of tender inviting Authority)
.....(Telephone & Fax Nos)

E-Tender Notice

From: To,

File No. **Dated:-**

Sub: - Tender document for Outsourcing of Maintenance and provisioning of Landline & Broadband for External plant of Copper Network in(name of Circle/SSA/BA).

Tender Enquiry No. :**issued on dd/mm/yyyy**

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/DGM (.....)
Tel.: & E-Mail:

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

SECTION – 1

DETAILED NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

.....(Full address)

.....(Telephone & Fax Nos)

On behalf of(tender inviting authority), BSNL Digitally Sealed Tenders are invited for outsourcing of **Maintenance and provisioning of landline and Broadband network from Last pillar to Customer Premises including materials like UG cable, drop wire, jumper wire, CLIP Instruments, LJU & Splitter etc. for a period of 2 years(extendable by 1 year) in following clusters of**(name of Circle/SSA/BA):

Name of SSA	Cluster Name	Total number of T.E. in cluster	Total number of working connections (Lines) in cluster (LL+BB) as on 01.01.2020	Estimated Value of work (per year basis)	EMD (in INR) cluster wise
	Cluster-1				
	Cluster-2				
				
				

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

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

2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website www.bsnl.co.in/.....(name of circle).

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

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

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

3. **Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL website www.bsnl.co.in/circle from dd/mm/yyyy onwards. The same tender document is uploaded on BSNL website shall be made available on e-tender portal (URL of e-tender portal) from dd/mm/yyyy from 18.00 Hrs onwards for start on online bid submission.

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

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

3.3 Cluster wise data can be obtained from, BSNL

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

4.1. General Qualification

4.1.1 The Bidder must be Indian registered Companies under Companies Act 1956/ 2013 or an LLP or a Firm registered under applicable Acts.

4.1.2 The Bidder must not be black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.

4.1.3 The Bidder must have a valid PAN & valid registration under GST Act. 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 of executing works related to provisioning new connection or construction / maintenance of underground telecom cables / maintenance and installation of OF cables / telecom outdoor network/ BTS maintenance of any Telecom Service Providers (holding service license) in the last two financial years i.e. 2017-18, 2018-19.

OR

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

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

4.3 Financial Qualification

4.3.1 The Bidder must have minimum annual turnover of **30%** of annual estimated cost of tender, during each of the consecutive financial years 2017-18 and 2018-19 from telecom business as mentioned in 4.2.1 in Technical Qualification.

OR

4.3.2 For BSNL Franchise, total turnover from franchise business with BSNL in (FY 2017-18) + (FY 2018-19) shall be as below :

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

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

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

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

5. Bid Security/EMD:

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

- Demand Draft/ Banker's cheque drawn in favour of "**AO (Cash), BSNL,**" and payable at separately for each cluster participated.
- Bank Guarantee(s) from a Scheduled Bank in India, drawn in favour of "**....., Bharat Sanchar Nigam Limited,**" which should be valid for **150** days (i.e. one month above the offer/ bid validity period) from the tender opening date.
- The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of OF cables /telecom outdoor network/BTS maintenance GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc.

6. **Date & Time of Submission of Tender bids:** on or before **11.30 Hrs** of **dd/mm/yyyy** (**tender closing date**).

6.1 In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same

scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. **Opening of Tender Bids: At 12:00 Hrs of dd/mm/yyyy.**
8. **Place of opening of Tender bids:**
- 8.1 The tenders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Section-4 Part C of Tender document for further instructions.
9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
11.(Tender inviting authority), BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest bid.
12. The bidder shall furnish a declaration, as per Section 6 (A), in his tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.
- 12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 12.2 All documents submitted in the bid offer should be preferably in English/Hindi/ State's official language. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/ State's official language, the bidder shall attach a translation of the same in English/Hindi/ State's official language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- 12.3 All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.
- 14.0 The queries in respect of this bid document, if any, can be submitted through Email latest upto **dd/mm/yyyy (3 days from issue of NIT)**.

BSNL Contact-1	
BSNL's Contact Person	
Telephone & Mobile	
E-mail ID	
BSNL Contact-2	
BSNL's Contact Person	
Telephone & Mobile	
E-mail ID	

SECTION- 2
Tender Information

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

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

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

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

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

a. Techno-commercial envelope shall contain :-

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

4. Payment terms

- 4.1 The bidder should submit the invoice to the officer in-charge of the cluster on receipt of performa Invoice generated from BSNL IT System. The Tax Invoices are to be submitted by bidder in triplicate.
- 4.2 The charges for provision of new Landline shall be based on the number of new landline provision during the month. Maintenance charges for the new connections shall be payable from the new calendar month after 90 days of date of installation (for connections provided in January’ 2020 month will be counted from 01-05-2020 for maintenance calculation).
- 4.3 For the purpose of invoice preparation, Number of working connections in a cluster shall be calculated taking the average of **working** connections on the first and last day of the month.
- 4.4 Two performa Invoices will be generated i.e. IV-1: Invoice Performa for Maintenance Charges and IV-2 : Invoice Performa for Provisioning Charges.
- 4.5 90% of the payment of the monthly invoices shall be paid on submission of Invoices by the bidder and Balance 10% after 30 days from the payment of 90% of Invoice.
- 4.6 Tax Invoices shall be paid through Electronic Clearance Scheme (ECS) only. The contractor should submit the mandate form for this purpose along with the Agreement while entering into the Contract.
Note: - All statutory taxes and levies as applicable shall be deducted at source before payment.
- 4.7 Online generated GST payment details of previous month shall be submitted with the invoice(s) for payments.

5. Time line for start of services:

.....

6. Duration of Contract (Validity of tender):

Normally contract will be awarded for two years. 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 WORK

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

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

3.1 Customer Access: Maintenance and provisioning of Landline (LL) and Broadband(BB) network from Last pillar to Customer Premise with all materials like UG cable, drop wire, jumper wire, CLIP Instruments, LJU & Splitter etc. [50 pair and above UG cables, along with associated accessories and BSNL owned CPE repairing/replacement will be provided by BSNL to bidder].

3.2 The scope of works shall broadly consist of following:

- 1) Maintenance of Customer Access Network includes
 - a) Attending all types of faults in Customer Access Network such as drop-wire break and
Drop cable break-down, overhead cable break, foreign voltage faults, cleaning the joints in overhead lines and changing the wires, cables, DP Tag blocks faults etc.
 - b) Attending all types of cable faults from 5pair cable to higher size such as Underground cable break, foreign voltage, earth faults et, faults at pillar and end to end testing.
 - c) Testing/ jumpering at the MDF for fault repair, pair change, new LL/BB connections.
 - d) Clearing of fault dockets in the system after clearing of the faults.
 - e) Attending the Broadband fault at the customer premises including configuration of CPE related issues.
 - f) Attending ISDN PRI/Leased Circuits/SIP Trunk copper cable faults and all other services running on Customer Access Network
- 2) Provision of new Landline connections to the customers.
- 3) Provision of New Broadband connections on existing Landline
- 4) Provision of New Broadband connections with new Landline
- 5) Shifting of landline and broadband connection
- 6) Provisioning of New ISDN PRI/Leased Circuits/SIP Trunk on copper media
- 7) All stores shall be supplied and installed by bidder at own cost, except 50 pair & above UG cables and associated accessories of 50 pair & above UG cables. These cost will be borne by bidder and BSNL will not make any payment for these stores items.
- 8) All stores related to the Maintenance of telecom external plant from the last pillar/cabinet to the customer terminal viz. Drop-wire. 5 pair cable, 10 pair

cable, 20 pair cable, jointing kits and its Accessories, Jumper wires, DP Tag blocks and other subscriber end line materials be supplied by the successful bidder.

- 9) Storing Packing and transportation of materials shall be done by the bidder.
- 10) Packing and freight charges if any for taking out and return of BSNL provided items like 50 Pair cable and associated accessories etc. shall be borne by the bidder.
- 11) The cluster shall be formed in such a way that min. 3000 working lines (urban area only) shall be in one cluster, however for bigger cities the cluster size can go upto 10k working lines. For metro cities the cluster size shall be 10k to 20k working lines. The cluster shall be formed considering contiguous geographical area covering the complete exchange location in such a way that no exchange shall be part of two clusters.
- 12) Material used / provided by out sourced agency for maintenance and provisioning shall become the property of BSNL.

3.3 Working connection of the exchanges/clusters as on dated 01.01.2020

Sr. No.	Cluster Name	Name of Telephone Exchanges(TEs)	No. of Landline(LL) without Broadband	No. of Landline with Broadband (BB)	No. of ISDN PRI/Leased circuits/SIP Trunk on copper
1.					
2.					
3.					
4.					
5					
6					
7					
8					
...					

3.4 Service Level Agreement(SLA) & Penalties

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

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

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

FMC (Fixed Monthly Charge) in Rs.	0-300	301-600	601-800 and Above 800	ISDN PRI/SIP Trunk/ Leased circuit
MTTR in Hrs	12 Hrs	8 Hrs	4 Hrs	3 Hrs

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

3.5 Incentive :

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

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

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

3.5.3 **Incentive for a higher provisioning performance:**

SI No	Type of Provisioning work if the Gross provisioning of the month is more than or equal to 1.5%* of Cluster size**	Charges
1	Provision of New Land Line	Rs.125/-
2	Provision of New Broadband including new Landline	Rs.125/-

* **Note:** No. of lines provisioned will be counted based on no. of only Landlines + No. of Broadband with LL provided in the month. Broadband provisioned in existing Landline will not be counted for calculation of 1.5 %.

** **Note :** Cluster size (no. of only LL + No. of LL with BB) will be taken as on date of issue of Work Order and reviewed after every one year).

3.6 Penalties :

a) Penalties will be levied on monthly KPIs

KPI	SLA	Penalty
Fault Clearance	95% in 24 hrs.	0.2% of invoice value for each 1% of slippage.
MTTR	12 Hrs.	0.3% of invoice value for each hour of slippage (rounded off)

MTTR	8 Hrs.	0.5% of invoice value for each hour of slippage (rounded off)
MTTR	4 Hrs.	1.0 % of invoice value for each hour of slippage (rounded off)
MTTR	3 Hrs.	1.33% of invoice value for each hour of slippage (rounded off)
Repeat fault	10%	0.5% of invoice value for each 1% of slippage (pro-rata basis).
New connection provisioning LL or BB	3 days	Rs.25/- per day delay (max.Rs.100/-for each connection) for each connection.
Provisioning BB on existing LL	2 days	Rs.25/- per day delay (max.Rs.100/-for each connection) for each connection.
Provisioning of new ISDN PRI/SIP Trunk/Leased Circuits or any other services on customer Access NW	3 days	Rs.50/- per day delay (max.Rs.200/-for each connection) for each connection.

- b) The contract(s) will be terminated & PBG forfeited, upon non-performance & failure to meet all the SLAs i.e. MTTR, Provisioning, fault clearance and repeat faults parameters for consecutive 3 months. Notice shall be served for non-performance in 1st month, 2nd month and 3rd month before final termination.
- c) In case partial SLAs are met then also it is liable for termination. However, EOI/Tender accepting authority reserves the right to grant any relief in action for termination considering the circumstances/nature on the appeal made by the bidder if one or more parameter are met.
- d) Total penalties for network maintenance shall be capped at 15% of invoice value of maintenance work. However penalty for delay in new provisioning will be levied as per actuals and shall be in addition to penalties for network maintenance.
- e) All faults made over to bidder through APP(or desktop software) after 17:00 Hrs, the time beyond 20:00 Hrs on that day to 08:00 Hrs of next morning, will not be counted in MTTR.
- f) Any delay due to natural calamity or any other conditions beyond control of BSNL or vendor (as a force majeure case) shall be excluded by ITPC after receiving the approval of BA head prior to generation of performa Invoice.
- g) The bidder shall be responsible for safety of the materials, either supplied and/or installed by him or installed by him after being provided by BSNL(U/G PIJF cable of size 50 pair and above). If any theft of the materials installed by bidder occurs then it will be responsibility of the bidder to restore the network at his own cost.

3.7 Sample calculation sheets

- 3.7.1 The maintenance charges shall be paid for a cluster per month based on the number of average working Lines for the month (working lines on 1st and last day of the month added and divided by 2)for which maintenance charges is being calculated irrespective of the number of line/cable faults attended.
For example: Cluster 1 having 2000 Landlines without BB, 1000 Broadband with LL, 100 PRI/SIP Trunk/Leased circuits on Copper network

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

(All the calculation is exclusive of GST)

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

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

IV-2 : Invoice performa for Provisioning charges

1	Provision of New Land Line	210	30	6300
2	Provision of BB only (on existing Landline)	105	20	2100
3	Provision of New Broadband including new Landline	280	10	2800
4	Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper	350	5	1750
	Total Provisioning charges			12950

- # Number of working connections in a cluster shall be calculated taking the average of working connections on the first and last day of the month

Sample Calculation where incentive is to be considered for cases where gross provisioning of the month is more than or equal to 1.5% of cluster size.

Cluster Size as on date of issue of work order :

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

So, the monthly target for getting additional incentive is **45**

$$\{1.5\% \text{ of } (2000+1000) = 45\}$$

**Sample Calculation for Provisioning LL/BB if Target of 45 lines is not achieved
(Total provisioning is, say, 40)**

No.	Type of Provisioning work	Rate	Count	Amount
1	Provision of New Land Line	210	30	6300
2	Provision of BB only (on existing Landline)	105	20	2100
3	Provision of New Broadband including new Landline	280	10	2800
4	Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper	350	5	1750
	Total Provisioning charges			12950

**Sample Calculation for Provisioning LL/BB if Target of 45 lines is achieved
(Total count of provisioning is, say, 55)**

No.	Type of Provisioning work	Rate	Count	Amount
1	Provision of New Land Line	335	40	13400
2	Provision of BB only (on existing Landline)	105	30	3150
3	Provision of New Broadband including new Landline	405	15	6075
4	Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper	350	5	1750
	Total Provisioning charges			24375

Sample calculation for Penalty for maintenance

S. No.	Parameters	Penalty	SLA	SLA achieved	% of Invoice	Slippage in % or hr	Amount
1	Fault Clearance (95%)	0.2% of invoice value for each 1% of slippage	95%	90%	0.2	5%	1739.5
2	MTTR 12hrs	0.3% of invoice value for each hour of slippage (rounded off)	12 hrs	18	0.3	6	3131.1
3	MTTR 8hrs	0.5% of invoice value for each hour of slippage (rounded off)	8 hrs	9	0.5	1	869.75
4	MTTR 4hrs	1.0 % of invoice value for each hour of slippage (rounded off)	4 hrs	4	1	0	0
5	MTTR 3hrs	1.33 % of invoice value for each hour of slippage (rounded off)	3 hrs	4	1.33	1	2313.535
6	Repeat fault(10%)	0.5% of invoice value for each 1% of slippage	10%	16%	0.5	6%	5218.5
	Total Penalty for Maintenance	(max . 15% ie Rs 26092/-)					13272.39
	Payable Maintenance charges after Penalty calculation (A)						160677.6

Penalty calculation for Provisioning

S.No	Parameters	Penalty	SLA	Provisioned	SLA Achieved	Delay	Penalty	Amount
1	New LL or BB	Rs.25/- per day delay (max.Rs.100/- for each connection) for each connection.	3 days	10	4	1	25	250
2	New LL or BB		3 days	10	5	2	25	500
3	New LL or BB		3 days	10	6	3	25	750
4	New LL or BB		3 days	10	10	7	25	1000
6	BB on existing LL	Rs.25/- per day delay (max.Rs.100/- for each connection) for each connection.	2 days	5	1	0	25	0
7	BB on existing LL		2 days	5	2	0	25	0
8	BB on existing LL		2 days	5	4	2	25	250
9	BB on existing LL		2 days	5	8	6	25	500
10	New ISDN PRI/SIP Trunk/Leased Circuits	Rs.50/- per day delay (max.Rs.200/- for each connection) for each connection.	3 days	5	2	0	50	0
	Total Penalty for Provisioning							3250
	Payable Provisioning charges after Penalty calculation (B)							9700.0

Total Payable Maintenance and Provisioning Charges after penalty (A+B) = Rs. 170377.6

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

1. DEFINITIONS

- 1.1 "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), 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 shall furnish audited Annual Report for last two financial years & IT Returns (i.e. 2017-18 and 2018-19) and a certificate from its bankers to assess its solvency/ financial capability **to the tune of 30% of annual estimated cost of tender.**
- (b) The bidder shall furnish documentary evidence about Job capability necessary to perform the contract.

11.0 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 / Lol & 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:

- b) The offline envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer offline envelopes (in case of manual tendering process) shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline envelope should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time, would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT toBSNL,..... 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: at specified time & date as stated in NIT.

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

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

16. SUBMISSION OF BIDS

- 16.1 Bids must be submitted online only by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.
- 16.2 BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

17. LATE BIDS

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

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per Clause 15.
- 18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY BSNL

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

19.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).

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

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

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

(ii) In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to, BSNL,/ 'MM' cell in circle/ BA/ SSA offices (as applicable) for retention.

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

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

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

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

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

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

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

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

20. CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However BSNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be 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.
- 24.2 The bidder can participate for any number of clusters but the contract to one bidder shall not exceed 70% of **total working lines of SSA** to ensure minimum two bidders in the SSA. The choice of clusters will rest with successful bidder. However to ensure two bidders in SSA the final award of clusters will be rest with competent authority.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

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

- 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-4 PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no

case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of work order against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

As per Appendix-1 to Section 4 Part A.

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as:-
(a) Members of a Hindu undivided family.
(b) They are husband and wife.
(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 34.4. The format of the certificate is given in Section 6 (B).

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

Note for Tender opening Committee:

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

36. Security Clause as per latest guidelines and requirement –

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

Appendix-1 to Section 4 Part A

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
1(b) cont d.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of WO</i>	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	<p>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 :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	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.
3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Forfeiture of EMD.

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

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

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

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Evaluation

- 1.1. The evaluation process comprises the following three (3) steps:
 - Step I: Fulfilment of requirements of Eligibility criteria, EMD and tender fee.
 - Step II: Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 4 Section 1 DNIT
 - Step III: Selection of Successful Bidder
- 1.2. **Step I - Responsiveness check of Techno-Commercial Bids**
 - 1.2.1. The Techno-Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in 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 4 A of this Bid Document;
 - i. Bid being conditional in nature
 - j. Bid not received (Electronic and offline) by due date and time as specified in Clause 6 of DNIT;
 - k. More than one Bidding Company using the credentials of the same Parent /Affiliate;
 - l. Bidder delaying in submission of additional information or clarifications sought by BSNL.
 - m. Bidder makes any misrepresentation of facts.
 - n. Bid not accompanied by valid EMD
 - 1.2.3. Each Bid shall be checked for compliance with the submission requirement set forth in this Bid Document before evaluation of Bidder's fulfillment of Qualification Requirement is taken up.

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

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

General

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

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

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

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

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

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

3. Digital Certificates

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

4. Registration

To use the Electronic Tender® portal (URL of e-tender portal), vendor needs to register on the portal (if not already registered). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities.

Pay Annual Registration Fee if applicable.

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

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

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

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder

PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

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

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

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

6. Offline Submissions:

The bidder is requested to submit the following documents offline to, BSNL on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- i. EMD-Bid Security in Original.
- ii. DD/ Bankers cheque against payment of tender fee.
- iii. Power of attorney in accordance with Clause 14.3 of Section-4 Part A.
- iv. Integrity Pact **(if applicable)**.
- v. Sealed pass-phrases

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (.....URL of e-tender portal), and go to the User-Guidance Center

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

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

1. APPLICATION

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

2. DELETED

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 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), BSNL.....or in form of Bank Guarantee issued by a scheduled Bank in India and in the proforma provided in 'Section-7B of this Bid Document.

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

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

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

5. DELETED

6. DELETED

7. DELETED

8. DELETED

9. DELETED

10. DELETED

11. PAYMENT TERMS- Refer Section-2

12. DELETED

13. DELETED

14. DELETED

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

16. PENALTY-- Refer Section-2.

17. FORCE MAJEURE

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

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

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

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

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

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

19. DELETED.

20. ARBITRATION

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

20.2 A party wishing to commence arbitration proceedings shall invoke Arbitration clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter, If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

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

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

- 20.4 Neither party shall appoint its serving employee as arbitrator.
- 20.5 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party / arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise he shall proceed de novo.
- 20.6 Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be avoid
- 20.7 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 Crores.

20.8 Fast Track Procedure –

- 20.8.1 Notwithstanding anything contained in this ACT, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Sub Section (3).
- 20.8.2 The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track Procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- 20.8.3 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Sub-section (1):-
- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - (c) An oral hearing may be held only, if all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
 - (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- 20.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- 20.8.5 If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29 A shall apply to the proceedings.
- 20.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- 20.8.7 The arbitral tribunal shall make and publish the award within time

stipulated as under:

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

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

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

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

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

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

21. SET OFF

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

22. DELETED

23. DELETED

24. DELETED

25. COURT JURISDICTION

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

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

26. General Guidelines:-

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

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

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

The **successful tenderer / contractor shall** be solely responsible for payment and compensation under WC Act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and PGM/GM/..... SSA shall not be responsible in any manner.
- 2.1 The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the labourer engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident or death of the contractor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained / accepted by the BSNL.
- 2.2 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards / flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
- 2.3 Contractor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his Labourer in carrying out the work and the same shall be rectified / compensated by the contractor at his own cost.
- 2.4 It will be sole responsibility of the contractor that the men deployed for the purpose of maintenance of the external plant with BSNL are to be trained to avoid any mishap, directly or indirectly.
- 2.5 On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The contractor shall be bound of follow all such restrictions and just the program for execution accordingly.
- 2.6 The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work at the cost of the contractor and payment will be settled on prorated Basis.
- 2.7 The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.

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

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

6 (B) – NEAR RELATIONSHIP CERTIFICATE:

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

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

Signature of the tenderer
With date and seal

OR

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

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

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

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank
Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

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 ofof 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 BankBranch 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) BSNL" payable at
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

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

From,

.....

.....

<complete address of the purchaser>

<complete address of the Bidder>

.....

.....

.....

.....

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

Ref:Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification /corrigenda / addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ **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

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

SECTION 9 PART-B

Financial Schedule :

Name of Cluster/SSA/ Circle:

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

GST Rate applicable %

Applicable SAC (6 Digit)

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

SI No	Type of Provisioning work	Charges
1	Provision of New Land Line	Rs.210/-
2	Provision of BB only (on existing Landline)	Rs.105/-
3	Provision of New Broadband including new Landline	Rs.280/-
4	Provisioning of ISDN PRI/Leased circuits/SIP Trunk on copper	Rs.350/-

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 BSNL Office (hereinafter referred to as the **Purchaser** which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) **on the Other Part.**

WHEREAS

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

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

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

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

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

(Authorized Signatory)

Date:

Place:

<< Name of the Bidder >>

Witness 1:

Witness 2:

ANNEXURE-2

CHECK LIST FOR THE BIDDERS

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

Documents forming part of the bid: -

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

10	Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to Clause 11.2 (a) of Section-4 Part A.	
11	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
12	Scanned copy of Near Relationship Certificate as per Section 6 Part (B)	
13	Declaration that the firm is not black listed by GST Authorities agreement as per clause 4.1.2 of Section -1	
14	Letter of Authorization to attend Bid opening event	
15	Valid PAN Card	
16	Valid Goods and Services Tax Registration Certificate(s)	
17	Indemnity as per Clause-4.1.2 of Section -1.	
18	Undertaking and Declaration as per Section-6 Part A duly filled up and signed	
19	Scanned copy of attestation of the specimen signature of the authorized by the Bank as per Clause 14.3 Section -4 Part A.	
10	Bidder's Profile & Questionnaire as per Section-8 duly filled up and signed.	
21	Indemnity Bond as per Annexure-1.	
22	Any other supporting documents asked for in bid document.	
23	This Check list	

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

.....

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

Date:.....