



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
**OFFICE OF THE CHIEF GENERAL MANAGER TELECOM., U.P.(EAST) CIRCLE,**  
**3rd FLOOR, DOOR SANCHAR SADAN, LAPLACE,**  
**SHAHNAJAF ROAD, LUCKNOW-226001**

From: TO,  
AGM (MM-II) BSNL, O/o CGMT,  
U.P. (East) Telecom Circle,  
3rd Floor, Door Sanchar Sadan,  
Laplace, Shahnajaf Road,  
Lucknow-226001.

**Tender No. UP (E)/ MM/CM/ BTS shifting/2024-25**

**Dated: 05.06.2024**

**Subject:** -Tender for BTS relocation / redeployment and allied works in Different BA/OA of UP (E) Telecom Circle.

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

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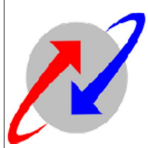
If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

**Tentative Pre-bid meeting in the Chamber of DGM(NWP-CFA) at Door Sanchar Sadan Laplace, Shahnajaf Road Lucknow-226001, scheduled on 13.06.2024 at 1200hrs and same can be attended in online mode by requesting link/id on email id: agmmm2upe@gmail.com**

Asst. General Manager (MM)  
**Email:**

**SECTION-1 PART A**

**DETAILED NOTICE INVITING TENDER (DNIT)**



BHARAT SANCHAR NIGAM LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
OFFICE OF THE CHIEF GENERAL MANAGER  
TELECOM., U.P.(EAST) CIRCLE, 3rd FLOOR,  
DOOR SANCHAR SADAN, LAPLACE,  
SHAHNAJAF ROAD, LUCKNOW-226001.

**Tender No. UP (E)/ MM/CM/ BTS Shifting/2024-25**

**Date 05.06.2024**

1. On behalf of Chief General Manager Telecom, UP (E) Circle, Bharat Sanchar Nigam Limited, digitally sealed online tenders, on rupee payment basis, are invited in Single Stage Bidding and Two Stage Opening using two Electronic Envelopes (Techno-commercial bid & Financial bid), from the experienced & eligible bidders for BTS relocation / redeployment and allied works in different BAs and OAs in UP (E) Telecom Circle, as per details given below:

**Table-1**

Sl. No.	Package	Area of Work	Item/Work	Estimated Quantity (No of Sites)	Total Estimated Cost in Rs. (Inclusive of GST)	EMD (2% of F)	Tender Fee
A	B	C	D	E	F	G	H
1	Package-I	Jhansi , Kanpur and Sitapur Business Areas	BTS relocation / redeployment and allied works in BA( Business Areas) of UP (E) Telecom Circle.	201	1,16,27,012.00	232540.00	2360.00
2	Package-II	Lucknow, Ayodhya, Sultanpur, Gorakhpur, Prayagraj and Varanasi Business Areas		199	1,11,02,502.00	222050.00	2360.00

- 1.1 Bidding & Evaluation of the tender will be on individual package basis for above estimated quantities as per price offered in the financial bid. Any bidder may bid in one or more packages however tender award will be restricted to One Package.
- 1.2 For bidding process separate e-tenders will be configured on e-tender portal CPPP, for each of the TWO packages under this Tender Enquiry.

**Note 1:** BSNL reserves the right to vary the quantity of work to the extent of -25 % to +25 % of total quantum of work specified in the schedule of requirement at the time of issue of AWO without any change in unit price or other terms & conditions, which shall be binding on bidders.

**Note 2:** 25 % of the Estimated requirement in this tender Enquiry is earmarked for award of work to the eligible Micro & Small Enterprises (MSEs) within L1+15% band. However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & allotted to L-1 bidder.

**Note 3:** Guidelines on Public Procurement (Preference to Make in India), Order 2017 with latest revision vide No. P-405021/2/2017-PP (BE-II) dated 16/09/2020 shall be applicable for this procurement tender.

2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website "www.bsnl.co.in" following "Link for E-tenders by BSNL" **w.e.f. 06.06.2024 onwards.**

2.1 *The bidders are required to submit Tender fee of ₹2000.00 plus 18% GST (₹ 2360.00 including GST). Mode of submission of Tender Fee is preferably through online payment mode [RTGS/NEFT etc.] in BSNL A/c as per the below mentioned Bank/Beneficiary Details under intimation to this office. However, Tender Fee may also be submitted through DD/ Banker's cheque (NOT APPLICABLE FOR E-PAYMENT MODE). The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash) BSNL, O/o CGMT, U.P.(East) Telecom Circle, Hazratganj, Lucknow-226001" and payable at "Lucknow". In case, the bidder submits Demand draft as Tender Fee/bid Security, the Name of the bidder shall be mentioned in the DD/Bankers Cheque issued by Nationalized / Scheduled bank.*

*Note - The Tender Fee is non-refundable."*

**BSNL Bank/Beneficiary Details for e-Payment transaction (Applicable both for Tender Fee/EMD):-**

Beneficiary name- AO (Cash) BSNL, O/o CGMT UPE, Telecom Circle  
Name of the Bank- Bank of Baroda  
IFSC Code- BARB0LDALUC  
Bank account no- 31870200000363

2.2 *"MSE (Micro & Small Enterprise) bidders are exempted from payment of Tender Fee/Bid Security provided they submit current and valid Udyam Registration Certificate (URC) issued from the Ministry of MSME. Udyam Registration Certificate (URC), submitted by MSE bidder in their online bid for claiming exemption from Tender Fee & Bid Security, must be current & valid on the date of opening of Technical bid part. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. In case of upgradation of Micro / Small enterprise, the exemptions or relaxation shall be as per directives issued by MSME for non-tax benefits in such cases.*

*Declaration of Udyam registration by MSE bidders on CPPP is mandatory, failing which such MSE bidders will not be able to avail the benefits under the Public Procurement policy for MSEs Order 2012 for Tenders invited electronically through CPPP. Kindly note that Medium Scale Units are not eligible for exemption.*

*Important Note: -All existing enterprises registered under EM-Part-II or UAM or any other registration issued by any authority under the Ministry of MSME, shall register again on the Udyam Registration portal."*

*It may be noted that exemption will not be granted to MSE bidder if traded items/services are offered and exemption shall be considered only if the offered items/services are being manufactured/rendered by the MSE bidder themselves.*

3.0 **Availability of Tender Document:** The tender document shall be available for downloading from e-tender portal <https://etenders.gov.in/eprocure/app> **w.e.f. 06.06.2024**

onwards.

- 3.1 Physical copy of the tender document would not be available for sale.
- 3.2 For online bid submission etc. bidders have to mandatorily register (if not already registered) on tender portal NICs e-tender system- <https://etenders.gov.in/eprocure/app> and follow all steps as per functionality of e-tender portal.(Kindly refer Section 4 Part C of tender document for instructions on e-tendering).

**Note 4:** The Tender document shall not be available for download on its submission / closing date.

#### 4. Eligibility Criteria: -

In order to become eligible, a prospective bidder shall fulfill the following eligibility criteria and shall submit necessary documentary proofs showing that they meet the eligibility criteria, along with their tender bid.

- (i) **Registration of firm:** The firm/Company should be registered with the appropriate authorities as below:

**In case of proprietary firm copy of establishment with appropriate authority (Nagar Nigam/Nagar Panchayat/Shop & Establishment Act office etc.)**

**In Case of Partnership firm authenticated copy of the partnership deed & registration of firm with registrar**

**In Case of Companies (Registered under the Companies Act, 1956/2013 as amended), authenticated copy of applicable AOA (Article of Association) / MOA (Memorandum of Association) with certificate of incorporation has to be submitted by bidder.**

- (ii) **Average annual financial turnover** during the last 3 years ending 31<sup>st</sup> March 2023 should be *at least 30%* of the estimated cost of tender.

**Documents required for turn over:** Audited financials or Annual Turnover certificate or Profit & Loss statement duly certified by the CA/ company auditors.

- (iii) **Technical qualification (Experience):** *The bidder should have cumulative experience of BTS Shifting, Telecom installation/ maintenance of wireless equipment's such as BTS, NodeB, eNode B, Digital microwave etc. as detailed below*

**A. 40% of the estimated cost during last five financial years plus the subsequent period ending the month preceding the one in which NIT is issued.**

*(Proof of Document: Copy of relevant purchase/work order(s) along with successful completion certificate(s) by service purchasing organization)*

- (iv) The bidder must comply with the restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017. Any bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of OM bearing No.7/10/2021-PPD (1) Dated 23.02.2023 issued from Department of Expenditure, Ministry of Finance. The bidders shall submit an undertaking as per Format (Annexure-A) in this regard. [For details OM bearing No. 7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure Public Procurement Division may be referred.] Format for undertaking by the bidder is available at 6(C)

- (v) The bidder's company/firm shall have a valid PAN from Income Tax Department, EPF & ESI registration.
- (vi) The bidder must have a valid GST Registration. In case of multiple GST Registration numbers, all the numbers shall be provided in a separate annexure.
- (vii) Bidder shall not have been blacklisted by GST authorities. In case the supplier gets black-listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of Input Tax credit is borne by BSNL due to a default of a supplier. Bidder should submit an undertaking to this effect.

A self-declaration along with the **evidence that the bidder is not black listed by GST authorities shall be submitted by supplier**. In case the supplier gets GST black-listed by GST Authorities during the tenure of BSNL contract, in that case or in any other scenario the loss of Input Tax credit to BSNL will be recovered from the bidder. Declaration by bidder on company letter head in respect of blacklisting by GST authorities in the format given in Section-7 (G) of Bid Document)

The Bidder should not be blacklisted/ debarred with Ministry of Communication or BSNL or debaring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date. Declaration by bidder on company letter head in respect of blacklisting/ debarred in the format given in Section-7 (H) of Bid Document)

**Note 5:** If the bidder company is formed with same or part management of another company which has been black-listed/ banned under above cited provisions, for the period covering bid submission date, then the credentials of this black-listed/ banned company shall not be considered to meet any of the eligibility criteria.

- (viii) The Bidder shall not be a Licensed Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India. **Self-Certificate by the bidder shall be submitted** as per Performa given at 7(I).
- (ix) The Bidder shall not have controlling equity stake or vice versa, in any of Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ILD/IN Services operating companies in India. Self-Certificate by the bidder shall be submitted.(As per Performa given at 7(I))
- (x) Only Class-I Local Suppliers, fulfilling the criteria contained in instructions regarding Public Procurement (Preference to Make in India) issued vide DPIIT (Department for Promotion of Industry and Internal Trade) Order Dated 16/09/2020 as amended from time to time, shall be eligible to participate in the tender. *The bidders offering foreign outsourced services will fall under the category of Non- Local suppliers*. The bidders can't claim themselves as Class-I Local supplier by claiming the services such as transportation, insurance, installation, commissioning, and training and after sales service support like AMC/ CMC etc. as local value addition.

Duly filled Form-1 [under Section 7(L) with Local content claimed for the tendered

item(s), has to be submitted by bidder, failing which their bid will be treated as Non-Local Bid and shall not be considered in the tender.

**All documents submitted by bidder against above eligibility criteria will be self-attested by the bidder and then be uploaded in the e-portal.**

**5. Bid Security/EMD:**

The bidder shall furnish the bid EMD/Bid Security as per the aforementioned Bank/Beneficiary Details. However, Bid security may be submitted through DD/ Banker's cheque in one of the following ways:-

- a. Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), BSNL, O/o CGMT, U.P.(East) Telecom Circle, Hazratganj, Lucknow-226001" **and payable at "Lucknow"**.
- b. Bank Guarantee from a Nationalized/Scheduled Commercial Bank in India ( except Co-operative banks), OR Insurance Surety Bond from Indian Insurance Company, drawn in favour of "CGM, BSNL, U.P.(East) Telecom Circle, Lucknow, which should be valid for **180 days** from the tender opening date. Format for Bank Guarantee is given at Section 7(A) Part I and for Insurance Surety Bond is given at Section 7 (A) Part II. A copy of SFMS by Bidder's EMBG issuing Bank shall also be submitted with EMBG as well as time of renewal, if any.

**EMD may also be submitted through online payment mode as per details under clause 2.1 above.**

**Note 6:-**MSE (Micro & Small Enterprise) bidders are exempted from payment from Bid Security. Refer clause 2.2 above in this regard.

6. **Date & Time of Submission of Tender bids:** on or before 12:00 Hrs. of **27.06.2024**

7. **Opening of Tender Bids:** At 12.00 Hrs. of **28.06.2024**

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

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

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. Bidder shall bid & quote for 100% of the tendered quantity for all the tendered items. No partial bidding of the work is permissible.

12. CGMT, UP East telecom circle, 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 tender.

13. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections

have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

**Note 6 :** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**Note 7:** All computer generated documents should be duly signed/ attested by the bidder/ vendor organization and to be uploaded in the e-portal.

14. The queries in respect of the tender document, if any, can be submitted through Email, latest by 13.06.2024 Any query received after this date will not be entertained:

BSNL Contact-1	
BSNL's Contact Person	Sh. Ashutosh Pandey , AGM-MM-II Cell, O/o CGMT , UP-East , Circle Office , Lucknow
Telephone	0522-2234903
	[between 10:30 hrs to 17:30 hrs on working days]
E-mail ID	<a href="mailto:agmmm2upe@gmail.com">agmmm2upe@gmail.com</a>
BSNL Contact-2	
BSNL's Contact Person	Sh. Pankaj Kumar Srivastava
Telephone	0522-2234903
	[between 10:30 hrs to 17:30 hrs on working days]
E-mail ID	adtmm09upe@gmail.com

**SECTION- 2**  
**Tender Information**

- a) No. of Bid Submission Stages for tender: Single Stage.
- b) No. of Envelopes for submission of Bids: Two Nos.  
(Opening stages) (Please See Note-2 below).
- c) E-reverse auction: **Not Applicable**

**Note 1:-**The bidder shall submit Techno-commercial bid and financial bid simultaneously.

**Note 2:-**In 1<sup>st</sup> stage technical bid part shall be opened .Financial bids of only those bidders shall be opened in 2<sup>nd</sup> stages, who are found to be techno-commercially responsive.

- 2. **Bid Validity Period:** The bid will remain valid for **150 days** from the tender opening date. Any bid valid for a shorter period shall be rejected by the purchaser as non-responsive
- 3. The tender offer shall contain **two electronic envelopes** viz. techno-commercial and financial envelope. The techno-commercial part/envelope will be opened first and then second electronic envelope consisting of financial bids will be opened for those bidders whose techno-commercial bids are found to be responsive.
  - a) **Techno-commercial e-Envelope** [Termed as Technical envelope on E-tender portal] shall contain scanned copies of the document enlisted in CHECK LIST FOR THE BIDDERS as per Annexure-2 of the Bid Document.
  - b) **Financial e-envelope shall contain:**
    - i) **Electronic form: Financial along with Price Schedule (Section 9 Part–B) with all relevant bids Annexure.**
    - ii) Bid Form duly filled and signed by authorized signatory.

A BOQ is also prepared to be filled by bidders in this bid part. BOQ (of electronic financial bid part on CPPP) is only a bid summary and bid evaluation will be done based on Complete price sheets uploaded by bidders.

Further, it may kindly be noted that in case there is any discrepancy between the values entered by bidder in the BoQ and that in Complete price sheets uploaded by bidder, then the prices/ rates mentioned in Complete price sheets uploaded by bidder will prevail over the values mentioned in BoQ.

**(C) Offline Submissions:-**

Tender Fee & EMD is required to be submitted by the bidder preferably through online payment mode as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document. In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate /Udyam Registration certificate, broadly covering the tendered equipment/ services and indicating their current status as (Micro or Small Enterprise, is required to be submitted for claiming exemption of Tender Fee / EMD. However, scanned copies of the following documents (which ever applicable) are to be **mandatorily uploaded by the bidder in their online Technical bid part (1st electronic**



**Envelope i.e. Technical Envelope)** on e-tender portal failing which the tender bid shall be archived unopened / rejected on e-tender portal at bid opening stage:

- (i) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/EMD.
- (ii) DD/ Banker Cheque or Bank Guarantee (if not submitted through e-payment mode).

**Moreover, Originals of Bank Instruments such as DD or BG towards Tender Fee or EMD/Bid Security respectively(if not submitted through e-payment mode), shall be submitted by bidder on any date on or before bid submission end date or within 5 days after bid submission end date, to AGM(MM-II) O/o CGMT, UP (E) Telecom Circle, IIIrd Floor Door Sanchar Sadan, Laplace, Hazratganj Lucknow-226001 in a sealed envelope bearing the Tender number, Name of work, failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope) shall be rejected.**

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

#### **4.0 Award of Contract:**

- 4.1 BSNL shall consider award of contract only to those eligible bidders whose offers have been found to be technically, commercially and financially acceptable.
- 4.2 Work will be awarded only to lowest L-1 bidder.
- 4.3 25% quantity is reserved for procurement from MSEs including SC/ST & women owned MSEs, quoting within 15% of L-1 rates as per Public Procurement Policy Order 2012 for MSEs. For this quantity, only the lowest quoting MSE shall be considered for offer & award of work. Concurrent application of Public Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) order, 2017 shall be done as per guidelines issued by Department of Expenditure Order No: F.1/4/2021-PPD dated 18.05.2023 and its subsequent clarifications/instructions/guidelines, if any.
- 4.4 BSNL reserves the right to offer counter offer price(s) against the price(s) quoted by any bidder.
- 4.5 The rates finalized, terms and conditions of this tender shall be operative for a period of **two years** from the date of signing of the agreement between BSNL and contractor. The agreement is attached at Section 7 Part J. The agreement can be extended for another one year based on the requirements and the progress of work on the same terms and conditions.

#### **5. Work Order:-**

- 5.1 Work order for BTS Redeployment/Relocation/Installation of BTS or allied equipment i.e. BTS/ RF Antenna/Micro Wave link, RF work etc. will be issued by or any Executive Authorized by the CGM UP (E) Circle. It will be required to carry out the work under the supervision of the site in-charge for successful completion. A certificate as per checklist (to be decided by Circle) is to be submitted by site in-charge of both locations (Old as well as new).
- 5.2 Depending on the site-specific requirement, BSNL reserves the right to order all or any of

the items of work specified in the Schedule of Rates and the quantities are subject to change depending on the actual site requirements.

- 5.3 Multiple work orders shall be placed on the successful bidders on the approved SOR rates. A Work order shall be placed generally for a lot of 20 sites.
- 5.4 The date of work completion will be the date of making over of the site by vendor to the concerned SDE/JTO of BSNL.

## **6.0 Payment terms:-**

- 6.1 Paying authority: AO (Cash) O/o CGMT UP (E) Hazratganj Lucknow- 226001.
- 6.2 Bills for payment are to be submitted to Claim Cell at Circle Office. MIRO in BSNL ERP system will be done by the concerned JAO/AO Claim dealing with CMTS Opex work.
- 6.3 Bill supported with following detailed certificates (by SDE/JTO concerned who is in-charge of operation and maintenance of Mobile BTS of BAs / OAs or any other designated officer duly countersigned by their controlling officer) and documents is to be submitted in triplicate copies to the concerned claim cell at Circle Office for processing them further.
  - a) Work done satisfactorily certificate: by the site in –charges as per clause 5.1. above mentioning corresponding approved SES No: done in SAP.
  - b) List of dismantled & redeployed equipment / items (as per the prescribed checklist) duly checked and verified by the site in charge of both original location and redeployment location confirming that there is no loss/ damage/ pilferage of the equipment by the contractor.
  - c) Necessary completion certificates shall be given as per existing practices along with location test checking of 10% by DE, 50% by SDE and 100% by JTO.
  - d) Certificate by site in charge that redeployed BTS is functional and fault free (viz. no VSWR alarm, CPRI Alarm etc.) and all Infra alarms have been extended.
  - e) Work order wise material store reconciliation statement along with copy of work order to be submitted by contractor.
  - f) Copy of agreement made with contractor & detailed estimate & Deviation report.
  - g) Copy of hindrance register to be attached with bill Payments shall be released only after approval of competent authority of BSNL.
  - h) Statement with regard to recovery if any reg. Damage charges to BSNL or third party should be attached with bill.
  - i) Copy of Challan GST paid as applicable.
  - j) Copy of EPF contribution along with ECR list compiled by contractor as per clause of tender document, if applicable.
- 6.4 Necessary deductions of the duties and Taxes as per prevailing rules of Government of India shall be made from the bills while making payments
- 6.5 Further deduction of penalty, if any, shall also be made from the bills.
- 6.6 Payment shall be released only after approval of the competent authority of BSNL.
- 7. Before placement of Work Order on the bidder, the documents submitted by the bidder against eligibility criteria (Clause-4, section-1) will be verified by BSNL. For this purpose, the bidders shall be required to produce original documents for verification. BSNL may also seek confirmation from authorities who have issued experience certificates. The work order will be placed on the vendor only after successful verification of aforementioned documents, apart from fulfillment of other conditions of AWO.

## SECTION- 3 Part A

### SCOPE OF WORK

- A. General:** The tender is for Redeployment/ Relocation/ Transportation/ dismantling/ Installation and commissioning of BTS or allied equipment i.e. BTS/eNodeB/RRH/RRU/ RF Antenna/ Micro Wave link, RF work etc. as per requirement.
- B. Scope of Work:** The scope of work under this tender is:
- (a) The successful bidder would be required to perform Redeployment/ Relocation/ Transportation/ dismantling/Installation and commissioning of BTS or allied/ *associated* equipment i.e. BTS/eNodeB/RRH/RRU/ RF Antenna/Micro Wave link, RF work etc. as per requirement.
  - (b) It is the responsibility of the Bidder to recover all the material from existing Location and redeploy at new location to make it operational at new location. **In case of any shortage/loss of any material found at the relocation site, the same has to made good by the bidder at his own cost to make the site operational. No additional equipment/material will be provided by BSNL. In case any of the accessories/items (excluding Feeder Cable) such as connectors/jumpers/CIPRI cable etc are found to be non-recoverable in re-usuable form, then the same needs to be provided by the successful bidder within quoted value for making site operational at new location without any extra charge.**
  - (c) Award of work may be done by Circle/or any authorized representative of BSNL as decided by CGM,UP (E) Telecom Circle after successful execution of Agreement and depositing due performance bank guarantee.
  - (d) The bidder shall have to get these jobs executed by independent teams of skilled/semiskilled persons, who should be trained in the jobs to be handled.
  - (e) The personnel deployed should be sufficiently trained/ qualified to handle assigned jobs up to desired standards. Cost of training towards handling of jobs shall be responsibility of bidder.
  - (f) The Safety and security of the equipment / material during dismantling, transportation and till redeployment will be the responsibility of Bidder.
  - (g) In Case of OFC at existing IP site and it is not feasible to install the OFC equipment at new IP location, the dismantled transmission equipment is to be deposited in BSNL Warehouse/Store by Bidder.

**SECTION- 3 Part B**  
**TECHNICAL SPECIFICATIONS/ Requirements**

- A. General:** The tender is floated for “Redeployment/ Relocation/ Transportation/ dismantling/ Installation and commissioning of BTS or allied equipment i.e. BTS/eNodeB/ RRHs RF Antenna/ Micro Wave link, RF work etc.” as per requirement.
- B. Technical specifications**

**(1) RFI survey for GSM site**

The successful bidder has to do the RFI survey for the handed over locations.

- RFI survey (Ready for installation):- the bidder has to visit the site which has been handed over for installation of the equipment. The layout plan of the site has to be prepared in the auto cad. The spaces for all the equipment already installed or to be installed are to be marked in the layout plan in consultation and coordination with the representative of the OA/BA.
- The layout plan is to be approved by the competent authority of the OA/BA. The tentative requirement of the items viz. length of feeder cable, length of DC power cable, GSM and microwave antenna height, azimuth of GSM and microwave antenna etc. are to be mentioned in the layout plan of the site in consultation and coordination with the OA.

**(2) Dismantling of BTS/ Node-B**

- The work involves de-Installation of BTS/Node-B/RRHs/Antenna and accessories as per the instructions of BSNL.
- The contractor shall have to de-install the BTS/Node-B RRHs/Antenna and accessories indicated as per the guidelines and instructions of BSNL.
- The power cables, PCM cable, Alarm cable, Jumper cables and other accessories shall be removed from the BTS with utmost care.
- A list of items de-installed with corresponding quantities & other details shall be prepared and handed over to BSNL

**(3) Transportation and packaging of BTS equipment/material**

- The transportation *and packaging* of the BTSs/ Node B along with the associated material is to be carried out by the successful bidder. The BTSs/ node Bs are to be lifted from one site location of OA/BA to be transported in all parts of the OA/BA for redeployment. The loading and unloading shall be done using chain pulleys in order to minimize damage to the equipment.
- The BTS/ Node Bs and its associated items are to be *packaged and* transported from one site to the GSM site where the BTS/ Node B is to be installed.

**(4) BTS/ Node B Relocation/ Dismantling/ Installation/ Redeployment**

- The recovered BTS/ Node Bs from one site location of OA/BA are to be redeployed in all parts of the OA/BA.

- The BTS/Node B is to be installed at the handed over location by the successful bidder with all required cabling to be done by the bidder.
- DC cable should be color coded as per the instructions. The lacing should be neat and periodic. The cable should be properly lugged using tinned copper lugs of suitable dimensions. The lugged cable ends should be appropriately wrapped with properly colour coded insulation tapes exposing only the required portion without insulation.
- Fixing of BTS equipment, DCDB, DDF, IGB, EGB and associated equipment.
- Extension of earth to BTS Equipment and other required points from common ground bar or from respective earth pits by routing GI strips/copper cables as per BSNL standards.
- Grouting of BTS/ Node B using proper screws.
- Extending power supply from DCDB to BTS through cable rack/PVC enclosures.
- Extending E1 link from transmission equipment to DDF and from DDF to BTS equipment and wiring at all ends.
- Extension of Infra alarms in case deployment of BTS equipment to new IP Site.
- Installation of optical modem/ CPE, wherever required.
- Fixing RF connectors at both ends of waveguides and jumper cables.
- Connecting all cables, applying weather proofing, earthing of waveguides at top & bottom and attending VSWR wherever required.
- Work of extension of earth from earth plate to the BTS is part of BTS installation.
- Wherever entry holes are to be made on the walls of the room or the prefab shelter, the same shall be made after taking due precautions to avoid spreading of debris and dust. Wave guide entry plates/ wall glands are to be fixed. Side walls of the hole should be neatly plastered to block any gaps and should be restored to its original finish. Both sides of the wall should be properly sealed in order to stop leakage of air conditioning etc.

#### **(5) Hoisting of GSM/ Multiport antenna**

- The required numbers of GSM/Multiport antenna are to be installed on the tower as per BSNL standards at the redeployed handed over location.
- The GSM/Multiport antenna should be fixed as per the instruction manual of the antenna on GBT/RTT/Pole as per the directions of site in-charge. It shall be ensured that the antennae fixture is fitted at the tower properly and tightly.
- The GSM Antenna should be mounted properly as per the given orientation/ azimuth.
- RRH Relocation/Dismantling/Installation/Redeployment.

#### **(6) Hoisting of Antenna feeder cable**

- The required numbers of the antenna feeder cables are required to be installed from the antenna up to the BTS. The antenna jumpers and installation of associated accessories is also the responsibility of the successful bidder.
- RF cable (7/8" or 1/2") shall be hoisted in towers/Poles/sites from BTS to Antennae and OF Cables like CIPRI etc.
- RF cable hoisting shall be done as per the BSNL guidelines.
- The connectors should be properly tightened and fully covered with insulation tape so that the moisture entry may be prevented. The insulation tape should be of high quality and ISI grade meant for outdoor use.

- Grounding of the feeder cable should be done properly.

**(7) Microwave Redeployment (Installation, Integration & Commissioning)**

- Microwave redeployment includes dismantling of microwave mini link, dish antenna along with IF cable and fixture etc if required from both ends along with equipment and to be installed and integrated at the handed-over location. All works will be as for microwave installation, integration and commissioning as mentioned above.

**(8) Microwave Installation and Integration**

The successful bidder shall have to install and integrate the MW/DMW at the handed over location. The work involves:

- Hoisting of 15GHz/18GHz MW/DMW Antenna with ODU to any height on any type of tower. Hoisting coaxial cable with proper connectors. Alignment of the Antennae shall be done so that LOS link is established with the far end terminal, maximum signal is received and the SNR is within the acceptable limits.
- Installation and integration of the MW/DMW IDU equipment and associated equipment in the space indicated by BSNL on wall or on the floor or inside the BTS as per the layout diagram.
- DC power shall be extended to the IDU from the source indicated by the site Engineer. The earthing and power cables should be extended from the common earth points and supply points as per the instructions of Engineer-in- charge.
- E1's from the MW system should be terminated on the DDF.

**(9) Adherence to Safety Norms:**

The Bidders shall adhere to all the requisite safety norms for the safety of the work force during the course of work.

**(10) Any other incidental work as per specific site requirement.**

### Section-3 Part C

#### Package-I (For Jhansi, Kanpur and Sitapur BA)

#### SCHEDULE OF REQUIREMENTS (SOR)

The Schedule of Requirement (SOR) is given below:

BA	OA	Redeployment (Dismantling, Packaging and Transportation (within OA/BA boundary limited to 100km) & Successful installation) of equipment from one IP to New IP site/BSNL/NBSNL including BTS(upto 2 BTS)/e NodeBs/ Antennas /DMW hop/ Minilink hop/ RRHs/RRUs/ Feeder/ etc. including accessories (up to 3 Antenna & 3 RRH)	Redeployment (Dismantling, Packaging and Transportation (within OA/BA boundary limited to 100km) & Successful installation) of equipment from one IP to New IP site/BSNL/NBSNL including BTS (upto 2 BTS)/eNodeBs/ Antennas/DMW hop/ Minilink hop/ RRHs/RRUs/Feeder/ etc. Including accessories (upto 6 Antenna & 6 RRH)	Dismantling, Packaging and Transportation (within OA/BA boundary limited to 100km) of equipment from one IP site to OA/BA store including BTS(upto 2 BTS)/e NodeBs/ Antennas /DMW hop/ Minilink hop/ RRHs/RRUs/ Feeder/ etc. including accessories (up to 3 Antenna & 3 RRH)	Dismantling, Packaging and Transportation (within OA/BA boundary limited to 100km) of equipment from one IP to OA/BA store including BTS(upto 2 BTS)/eNodeBs/ Antennas/DMW hop/ Minilink hop/ RRHs/RRUs/Feeder/ etc. Including accessories (upto 6 Antenna & 6 RRH)	Extra uplift/down lift for RTT sites.
Jhansi	Banda	8	0	0	0	40 Nos
	Hamirpur	4	0	0	0	
	Jhansi	3	5	1	3	
	Orai	9	1	0	0	
Kanpur	Farukkhabad	11	6	0	0	
	Fatehpur	18	0	0	0	
	Kanpur	34	1	0	0	
	Unnao	15	0	0	0	
Sitapur	Bahraich	13	1	0	1	
	Hardoi	15	0	0	0	
	Lakhimpur	17	1	0	0	
	Shahjanpur	18	0	0	0	
	Sitapur	15	1	0	0	

**Note: Line Item wise quantities may vary as per actual requirement.**

Note 1: In case of transportation requirement over and above 100km, within OA/BA or inter BA movement as per shifting plan, Rs25 per km shall be paid extra.

### Section-3 Part C

**Package-II** (For Allahabad, Lucknow, Ayodhya, Gorakhpur, Sultanpur and Varanasi BA)

### SCHEDULE OF REQUIREMENTS (SOR)

The Schedule of Requirement (SOR) is given below:

BA	OA	Redeployment (Dismantling, Packaging Transportation (within OA/BA boundary limited to 100km) & Successful installation) of equipment from one IP to New IP site/BSNL/NBSNL including BTS(upto 2 BTS)/e NodeBs/ Antennas /DMW hop/ Minilink hop/ RRHs/RRUs/ Feeder/ etc. including accessories (up to 3 Antenna & 3 RRH)	Redeployment (Dismantling, Packaging Transportation (within OA/BA boundary limited to 100km) & Successful installation) of equipment from one IP to New IP site/BSNL/NBSNL including BTS (upto 2 BTS)/eNodeBs/ Antennas/DMW hop/ Minilink hop/ RRHs/RRUs/Feeder/ etc. Including accessories (upto 6 Antenna & 6 RRH)	Dismantling, Packaging and Transportation (within OA/BA boundary limited to 100km) of equipment from one IP site to OA/BA store including BTS(upto 2 BTS)/e NodeBs/ Antennas /DMW hop/ Minilink hop/ RRHs/RRUs/ Feeder/ etc. including accessories (up to 3 Antenna & 3 RRH)	Dismantling, Packaging and Transportation (within OA/BA boundary limited to 100km) of equipment from one IP to OA/BA store including BTS(upto 2 BTS)/eNodeBs/ Antennas/DMW hop/ Minilink hop/ RRHs/RRUs/Feeder/ etc. Including accessories (upto 6 Antenna & 6 RRH)	Extra uplift/down lift for RTT sites.
Allahabad	Allahabad	29	3	0	0	40
Ayodhya	Barabanki	7	0	0	1	
	Ayodhya	2	0	1	3	
	Gonda	2	3	0	0	
Gorakhpur	Azamgarh	4	0	0	0	
	Balia	4	0	0	0	
	Basti	1	0	0	2	
	Deoria	1	0	0	0	
	Gorakhpur	10	2	0	2	
	Mau	1	0	0	0	
Lucknow	Lucknow	64	1	0	0	
Sultanpur	Jaunpur	7	0	0	0	
	Pratapgarh	8	1	0	0	
	Raebareli	4	0	0	3	
	Sultanpur	0	0	0	3	
Varanasi	Ghazipur	12	0	0	0	
	Mirzapur	0	0	0	2	
	Varanasi	13	0	0	3	

**Note: Line Item wise quantities may vary as per actual requirement.**

Note 1: In case of transportation requirement over and above 100km, within OA/BA or inter BA movement as per shifting plan, Rs25 per km shall be paid extra



## SECTION-4 Part A

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 1.0 DEFINITIONS

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), UP (E) Circle.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Vendor"** means the bidder/individual or firm executing the works under the contract.
- (d) **"The Goods"** means all the equipment, item, machinery, and/or other materials which the bidder is required to redeploy under the contract.
- (e) **"The Advance Work Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Work Order on the bidder.
- (f) **"The Work Order"** means the order placed by the Purchaser on the vendor 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.
- (g) **"The Contract Price"** means the price payable to the bidder under the work order for the full and proper performance of its contractual obligations.
- (h) **"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.
- (i) **"Successful Bidder(s)"** means the bidder(s) to who work in this tender is awarded.

#### 2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to clause 4 of Section – 1 Part A i.e. Detailed NIT.

#### 3.0 COST OF BIDDING

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

#### 4.0 DOCUMENTS REQUIRED

- 4.1 The works required to be executed; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in

the covering letter.

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

## 5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by Email of the Purchaser as indicated in section-1 of the of Bid document. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives by the last date as specified in DNIT( section-1 of TE).Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders on e-tendering portal & BSNL website (only for free viewable tenders). Bidders must keep a watch on the above websites.

On CPPP Portal after downloading the tender document, vendors are advised to add the Tender ID to their favorites, after which alerts for any updates (corrigenda) shall be sent by e-tender system CPPP, to their registered email ID entered on CPPP.

- 5.2 The format in which the clarifications are to be sent via E-mail (soft copy in Excel format), on e-tender portal is as under:

S.No	Page No.	Section (Name & Clause) No.	Statement as per Tender Document	Query by Bidder	Reason for Query

- 5.3 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. Corrigendum issued by BSNL will be the part of bid document and it is to be submitted by the bidder while submitting the bid.

## 6.0 AMENDMENT OF BID DOCUMENTS

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

- 6.2 The amendments shall be notified by tender inviting Unit in writing by corrigendum through BSNL website & e-tendering portal (for tenders invited through e-tendering

process) and these amendments will be binding on them.

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

## **7.0 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) Bid Security furnished in accordance with clause 12.
- (c) A NIL deviation statement & Clause by Clause compliance as per clause 11.2 (c)
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

## **8.0 BID FORM**

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be delivered as per section- 9 Part B

## **9.0 BID PRICES**

- 9.1 The bidder shall give the total composite price inclusive of levies and taxes.
- 9.2 The basic unit price against all the items and all other components of the price need to be individually indicated up to two decimal points as per the price schedule given in Section 9 Part B. Prices quoted at any other place shall not be considered. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of services offered for delivery.
- 9.5 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the financial bid. Bidders desiring to offer discount shall modify their offer suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply etc. into account.
- 9.5 **Full 8 digit HSN** code or 6 digit SAC shall be provided in price bid as well as un-price Bid.
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, subject to other terms and condition

## **10.0 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 (whichever is required as per eligibility criteria under Section-1 & other terms and conditions of this Bid Document).
- a) Valid Udyam Registration certificate, **if claiming any exemption from tender fee &**

**EMD or reservation of work under provisions for MSEs.**

- b) Inspection Certificate issued by BSNL (QA) for execution of educational/ commercial Order- **Not Applicable for this tender.**
- c) All documents required to establish the eligibility and qualification of bidder as specified in Section-I
- d) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) **OR** a Board resolution indicating authorization in favour of signatory for the bid and attestation of signature of signatory of bid as per 14.3 (f).
- e) Documentary proof of applicable rate of GST for the tendered item(s).
- f) Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally- **Not applicable for this tender as consortium bid is not allowed.**
- g) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL Unit inviting the tender (here \_\_\_\_\_) in accordance with clause 34 or details of near-relatives working in BSNL Unit inviting the tender.
- h) Certificate of Incorporation.
- i) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- j) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office & Mobile number.
- k) Approval from Reserve Bank of India/ SIA in case of foreign collaboration for manufacturing (If applicable).

10.2 Documentary evidence for financial and technical capability

- a) The bidder shall furnish audited Annual Reports as per requirement of the eligibility criteria.
- b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

**11.0 DELETED**

**12.0 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) Udyam Registration certificate as per clause 2.2 of Section-1, 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 to prove that they are in Micro or Small Enterprise category.
- c) DELETED
- d) If a MSE vendor, duly registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits, is awarded work by BSNL and

subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for **one year** from the date of issue of such order.

- 12.3 The bid security is required to protect the purchaser 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 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders
- 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 the purchaser 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 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, placed on him at its own quoted rates, and / or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

### **13.0 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 shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without risk of forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

### **14.0 FORMAT AND SIGNING OF BID**

- 14.1. The bidder shall submit his bid, online (in case of e-tendering) & through sealed envelopes

physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person and uploaded in the e-portal. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid and also to be uploaded.

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 signed by the person or persons signing the bid, before uploading on e-tendering portal.

#### 14.3 **Power of Attorney**

(a) The power of Attorney should be 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. A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.

(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. A copy of the Partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.

(d) Attestation of the specimen signatures of authorized signatory (**who issues PoA**) by the Company's/ firm's / signatory's Bank shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

(e) Any individual authorized in writing to execute Contracts or other agreements or commitments or physically sign or digitally sign the bid documents etc. on behalf of the bidder company shall be one of the power of attorney holders of the bidder company as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of Section-4 Part A of the tender document. The letter of authorization shall be indicated by written power of attorney accompanying the bid.

(f) If the bidder submits a Board resolution indicating authorization in favour of signatory for the bid, then POA is not required. In this case, signature of authorized signatory for the bid must be attested by Bank.

#### 15.0 Deleted

#### 16.0 **SUBMISSION OF BIDS**

16.1. **Online** Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 5 of Section-I i.e. DNIT.

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

16.3 The bidder shall submit its bid offer against bid documents purchased / downloaded from

BSNL website/ e-tender portal for all or some of the systems/ equipment as per requirement of the Bid Documents Not more than one independent and complete offer for each of system/ equipment shall be permitted from the bidder.

## **17.0 LATE BIDS**

17.1 No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

## **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.

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

## **19.0 OPENING OF BIDS BY PURCHASER**

19.1 The purchaser shall open bids online in presence of representative of bidders, who choose to attend, at time & date specified in Clause 7 of DNIT(Section-1) on due date. 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).

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

19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee (or as displayed by e-tender system).

(i) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT.

(ii) The financial bid will not be opened on the Date of opening of techno commercial bids. Before that the purchaser will evaluate Techno-commercial bids & the financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in presence of techno commercially eligible bidders/authorized representatives, who choose to attend after intimation by purchaser.

(iii) The following information (or as per e-tender system) shall be made available 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 ( or as per e-tender system ) shall be made available at the time of Financial bid opening:-
- a) Name of the Bidder
  - b) Name of the item
  - c) Quantities/prices quoted in the bid
  - d) Taxes & levies

19.4 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.

## **20.0 CLARIFICATION OF BIDS**

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser 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 the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

## **21.0 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 following basis. Based on the quoted percentage of taxes, etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal places.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation-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 the purchaser 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 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.

## **23.0 CONTACTING THE PURCHASER**

- 23.1 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 the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **24.0 PLACEMENT OF ORDER**

- 24.1. BSNL shall consider placement of orders only on those eligible bidders whose offers have been found technically, commercially and financially acceptable BSNL reserves the right

to counter offer price(s) against price(s) quoted by any bidder.

- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated price.
- 24.3. BSNL reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 Work will be awarded on bidders as per clause 4 of section-2. In the event of other bidders, other than L-1, refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second AWO) at evaluated L-1 price and perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity reserved for MSEs, shall be supplied/completed by the L-1 bidder as part of whole contract.

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

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of AWO.
- (b) BSNL also reserves the right for placement of additional order or up to 50 % of the quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO/AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- (C) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued work execution from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO/AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. All successful bidders on who accepted& executed orders for original tendered quantities, will have to accept and execute repeat order (if awarded at same rate as for original tendered qty.) while if lower rates are discovered in negotiations, it will be offered to all existing vendors who will have option to accept the new rate. The vendor offering new lower rate will have the obligation to accept & execute 100% repeat order.

## **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 BSNL's action.

## **27. ISSUE OF ADVANCE WORK ORDER / LETTER OF INTENT**

- 27.1. The issue of an Advance Work Order (AWO)/ Letter of Intent shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 10 days of issue of the AWO/LOI, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B PART I (for PBG)/ Section – 7B PART II (for surety bond)
- 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 in conformity to Clause 24.3 of Section 4 Part A.
- 27.4 Any delay in acceptance of AWO and/or submission of required performance security, will attract reduction in delivery period for completion of work.

## **28. AWARD OF CONTRACT**

- 28.1 The signing of agreement and 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, the Purchaser shall discharge the bid security in pursuant to clause 12, 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 no. 24.4 & 27.3 of this section.
- 28.3 EMBG/EMD of technically disqualified bidders will be released after opening of financial bids of responsive bidders. EMBG/EMD of unsuccessful bidders can be released only if these bidders submit a request stating very clearly that they will not accept any work at their rate de-rated to L-1 rate.

## **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 Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

## **30. DELETED**

## **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, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 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.
  - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
  - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 DELETED.
- 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 P.O. 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.**

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

- a) Deleted;
- b) Deleted;
- c) If the performance of the bidder is not satisfactory, then the contract can be terminated by BSNL after giving one month's notice.
- d) Or any other default whose complete list is enclosed in Appendix-1.

BSNL will take action as specified in Appendix-1 of this section.

**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 respective unit where he is going to apply for the tender. If the bidder has near relative in that unit, he will give their details. 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).

34.5 Any near relatives of bidder entity (as defined above) in the tender Inviting Unit will not be included in any stage of tender process, award process and execution process. Any near relative of bidder entity, shall recuse himself from the above processes immediately on opening of tender.

**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 the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

**36. Security Clause as per latest guidelines and requirement (not applicable for this tender)**

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be applicable.

**37. Reservation/ Procurement from MSE units:** Kindly refer clause 4.3 of Section-2

### Appendix-1 to Section 4 Part A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies /works & services except to make the already received material work/ complete work in hand. iv) If EMD is submitted and PBG is found to be forged, then EMD will be forfeited.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or <b>EMD/PBG</b> ;	
	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 APO/AWO issue of PO/WO.	
<b>Note :-</b> Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Service Tax, Income Tax departments etc. and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO/AWO</i>	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services Including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.

	<i>(ii) If detection of default after issue of APO/AWO but before receipt of PG/ SD (DD, BG etc.)</i>	<ul style="list-style-type: none"> <li>i) Cancellation of APO/AWO ,</li> <li>ii) Rejection of Bid &amp;</li> <li>iii) Forfeiture of EMD.</li> <li>iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services Including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.</li> </ul>
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
1(b) cont d.	<i>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</i>	<ul style="list-style-type: none"> <li>i) Cancellation of APO/AWO</li> <li>ii) Rejection of Bid &amp;</li> <li>iii) Forfeiture of PG/ SD.</li> </ul> <p>However on realization of PG/ SD amount, EMD, if not already released shall be returned.</p> <ul style="list-style-type: none"> <li>iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services Including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</li> </ul>
	<i>(iv) If detection of default after issue of PO/ WO</i>	<ul style="list-style-type: none"> <li>i) Termination/ Short Closure of PO/WO and Cancellation of APO /AWO</li> <li>ii) Rejection of Bid &amp;</li> <li>iii) Forfeiture of PG/ SD.</li> </ul> <p>However on realization of PG/ SD amount, EMD, if not released shall be returned.</p> <ul style="list-style-type: none"> <li>iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services Including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</li> </ul>
<b>Note 3:-</b> However, settle bills for the material received/services delivered in correct quantity and quality if pending items do not affect working or use of supplied/delivered items/servicxes.		
<b>Note 4:-</b> No further supplies/services are to be accepted except that required to make the already supplied items/delivered services work.		



2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
4.1	Failure to supply/delivery of services and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.</p> <p>ii) Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment/services delivered do not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i) If the material/services delivered is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD.</p> <p>OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C

5.2	Major quality problems (as established by a joint team / committee of User unit(s) and/or QA Circle) / performance problems and non-rectification of defects (based on reports of field units and/or QA circle).	<p>i) If the material/services delivered is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	Submission of claims to BSNL against a contract	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking '<b>Set off</b>' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>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.</p>
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase./work	
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C

7 con- td.	<p>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.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>( Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>
<b>S.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>

<b>No.</b>		
A	B	C
8 con- td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
10. con-		iii) Take legal recourse i.e. filing recovery suite in appropriate court.

td.	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Goods and Service Tax / 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.	
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of this tender.		
<b>Note 8:-</b> In case of clash between these guidelines & provision of invited tender, the provision in this tender shall prevail over these guidelines.		

**Note 9:** Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC/CRC /CAMC which will continue along with settlement of Bills.

**Note 10:** If defaulting bidder is MSE and default attract business banning, then period of business banning will be 1 year.

## 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. Quoting for all tendered items- :

- a) In case any item is not quoted by a Bidder mentioned in the SOR of the tender document or the price of any item is not available in its own bid, then the bid shall be **REJECTED**
- b) Cases in which the bidder has quoted for less quantity for any of the items than that indicated in the SOR of the tender document, then the price bid shall be loaded to the extent of the difference in quantity of the item to meet the full requirement of the SoR on a pro-rata basis for the purpose of evaluation & ordering.
- c) Offer to the L1 bidder(s) after correcting the arithmetical errors and effecting change in unit prices due to loading shall not tantamount to counter offer. If not accepted by the bidder, then he/ she shall be liable to be barred from participating in future tenders/ EOIs/ RFPs of BSNL for a period of two years.

#### 2. Evaluation of the Bid:

The Bids shall be evaluated as a single package. The offers of the bidders will be evaluated on the total package basis for all items.

#### 3. Placement of WO(s):

- (a) After acceptance of AWO/LOI by successful bidder and submission of required PBG, one or more Work orders shall be issued by BSNL for the quantity under APO/AWO(s) issued for each of the items.
- (b) Multiple work orders shall be placed on the successful bidders on the approved SOR rates. A work order shall generally be placed for a lot of 20 sites
- (c) The terms and conditions of this tender shall be operative for a period of two years from the date of signing of the agreement between BSNL and contractor

#### 4. Distribution of Quantity

- 4.1 In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be awarded to lowest bidder amongst such MSE bidders.
- 4.2 In the event of the lowest eligible MSE bidder(s) not agreeing to execute the work at de-rated price to match L-1 price, the inter-se ranking of the MSE bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s) and the offer shall be made to the next lowest eligible MSE bidder and so on.



- 4.3 If no eligible MSE bidders are available, then aforesaid earmarked 25% quantity shall be de-reserved & the allotted quantity will be restored for allotment of 100% to L-1 bidder.
- 4.4 Concurrent application of Public Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) order, 2017 shall be done as per guidelines issued by Department of Expenditure Order No: F.1/4/2021-PPD dated 18.05.2023 and its subsequent clarifications/instructions/guidelines, if any.
- 4.5 **Any bidder may bid in one or more packages however the tender award will be restricted to ONE Package.**
- 4.5.1 If the same bidder stands L-1 in both Packages then one, in which rate is lower, will be awarded to the bidder and the other Package will be awarded to L-2 on the rate of L-1.**
- 4.5.2 If the same bidder stands L-1 in both PACKAGES and the rate quoted by the L-1 bidder is same in both PACKAGES, then the work will be awarded to the L-1 bidder for the Package with highest estimated cost and the other Package will be awarded to L-2 on the rate of L-1.**
- 4.5.3 In case a bidder is L-1 in all the Packages, then BSNL reserves the right to award more than one Package to that bidder.**

## **Section- 4 Part C**

### **E-tendering Instructions to Bidders**

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://etenders.gov.in/eprocure/app>

#### **1. REGISTRATION**

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **2. SEARCHING FOR TENDER DOCUMENTS**

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### 3. PREPARATION OF BIDS

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

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

### 4. SUBMISSION OF BIDS

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

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **5. ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**0120-4200 462/4001 002/4001 005**

International Bidders are requested to prefix +91 as country code

### **Email Support:**

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

**Technical – [support-eproc@nic.in](mailto:support-eproc@nic.in)**

**Policy Related – [cphp-doe@nic.in](mailto:cphp-doe@nic.in)**

**For any technical related queries please call at NIC Help Desk Number (between Monday to Friday,9 AM to 5 PM)**

**[CPPP-nic@nic.in](mailto:CPPP-nic@nic.in) +91 1124305265**

**6. E-RA Instructions available on CPPP, shall be followed.**

**If e-RA is kept a table shall be inserted**

## 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.

#### 2. STANDARDS

The work executed under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section -3.

#### 3. PATENT RIGHTS (not applicable for this tender)

The supplier/contractor 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

##### (i) Material Security:

- a) The successful bidder (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) will have to deposit material security equal to **Rs. 2,50,000** /- within 14 days from the date of issue of Advance Purchase Order by the BSNL.
- b) The Material Security shall be deposit in the form of either DD in favour of **“Account Officer), BSNL, O/o. CGMT UP East payable at Lucknow”** or in form of Bank Guarantee (BG) issued by a Nationalized/scheduled Bank in India and in the proforma provided in 'Section-7E of this Bid Document.

**“Customer Name : Collection A/C BSNL**

**BSNL bank A/C No:** 31870200000363

**IFSC Code : BARB0LDALUC**

**Name of the Bank:** Bank of Baroda

The validity period of Performance Security in the form of Performance Bank Guarantee (PBG) should be 36 months (3 Years).

- However, in no case the validity period of the BG should be less than the period by which all the contractual obligations of the bidders in the respective tenders are likely to be fulfilled.
  - BSNL may ask for extension(s) of the validity period till the time all contractual obligations have been satisfactorily performed by the supplier/contractor.
- c) No interest will be paid to the contractor on the Material Security deposit.
  - d) The contractor at any point of time will not be issued stores costing more than material security. If due to any reason more store has to be issued to the contractor, then the

material security will be suitably enhanced. In this regard the decision of the BSNL shall be final and binding.

- e) Proceeds of the material security shall be payable to the BSNL as a compensation for any loss resulting from the contractor's failure to handle properly the material issued to him under the contract.
- f) The material security shall be released / refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account whichever is later on production of "no dues certificate" from "Engineer-in-charge".
- g) In case it is found that a bidder has submitted a fake/ forged bank instrument towards material security deposit (say MBG), then, actions as per clause 1 (a) of Appendix -1 to Section 4 Part-A shall be applicable.

**(ii) PERFORMANCE SECURITY:**

- a) Successful bidder (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 **Annual Advance Work Order/ Lol**, within 14 days from the date of issue of Advance Purchase Order by the BSNL. However, if the quoted price is less than the BSNL's internal estimated cost by 15% or more, the bidder shall be required to deposit 10% of the APO value as PBG.
- b) 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.
- c) No interest will be paid to the contractor on the security deposit.
- d) The performance security Bond shall be in the form of either DD in favour of "**Account Officer (Cash), BSNL, O/o. CGMT UP EAST Telecom Circle at Lucknow**" or in form of Bank Guarantee (BG) issued by a Nationalized/scheduled Bank in India and in the proforma provided in 'Section- 7B (I) of this Bid Document.

"Customer Name : Collection A/C BSNL  
BSNL bank A/C No : 31870200000363  
IFSC Code : BARB0LDALUC  
Name of the Bank : Bank of Baroda

The validity period of Performance Security in the form of Performance Bank Guarantee (PBG) should be **36 months (3 Years)**. Performance security may also be submitted as Insurance Surety bond as per format furnished in Section 7B (II)

- However, in no case the validity period of the BG should be less than the period by which all the contractual obligations of the bidders in the respective tenders are likely to be fulfilled.
  - BSNL may ask for extension(s) of the validity period till the time all contractual obligations have been satisfactorily performed by the supplier/contractor.
- e) 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.
  - f) 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.
  - g) 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-- As per-clause 6 of Section-2.**

12. **PRICES**

12.1 Prices charged by the contractor for services performed under the contract shall not be higher than the prices quoted by the Supplier/contractor in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.

12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

(a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time

(b) In case of reduction of taxes and other statutory duties during the contract period. BSNL shall take the benefit of decrease in these taxes/ duties for the works executed from the date of enactment of revised duties/taxes.

(c) In case of increase in duties/taxes during the contract period BSNL shall revise the prices as per new duties/ taxes for the works to be performed during the remaining delivery period as per terms and conditions of the work order.

12.3 **DELETED**

13. **CHANGES IN WORK ORDERS**

13.1 The purchaser may, at any time, by a written order given to a supplier/contractor, make changes within the general scope of the contract in any one or more of the following:

(a) **DELETED**

(b) the method of transportation or packing;

(c) the place of delivery; or

(d) the services to be provided by the supplier/contractor.

13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price and the contract shall accordingly be amended. Any proposal by the supplier/contractor for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.



#### **14. DELETED**

#### **15. DELAYS IN THE SUPPLIER'S/CONTRACTOR'S PERFORMANCE**

- 15.1 Delivery of the Goods/ performance of the services shall be made by the Contractor in accordance with the time schedule specified by the BSNL in its work order. In case the service is not completed in the stipulated delivery period, as indicated in the work order, BSNL reserves the right to short-close/ cancel this work order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the contractor and BSNL reserves the right to complete the services rendered partially/ incomplete at the risk and cost of the defaulting vendors/ Contractor.
- 15.2 Delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to any or all of the following sanctions:
- (a) forfeiture of its performance security,
  - (b) imposition of liquidated damages, and/ or
  - (c) Short closure of the contract in part or full and/ or termination of the contract for default.
- 15.3 DELETED
- 15.4 DELETED

#### **16. LIQUIDATED DAMAGES**

- 16.1 The date of delivery of the services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and service must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, services be made after expiry of the contracted delivery period, without prior concurrence of the BSNL and be accepted by the consignee, such delivery / service will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below.
- 16.2 While granting extension of delivery period by BSNL CGM, the liquidated damages shall be levied as follows:
- (a) Should the Contractor fail to deliver the store or any service thereof within the period prescribed and agreed for delivery, BSNL, without prejudice to other remedies available to the BSNL shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed service for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply / service and/ or undelivered service for each week of delay or part thereof for another TEN weeks of delay.
  - (b) LD charges shall be levied as above on total value of the concerned package of the work order even if the delay occurs in any single instance of redeployment
  - (c) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to

case basis, by the CGM UP(E) concerned stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

- (d) Quantum of liquidated damages assessed and levied by BSNL and decision of the BSNL thereon shall be final and binding on the supplier/contractor, further the same shall not be challenged by the supplier/contractor either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).
- (f) LD shall be calculated w.r.t. a work order.

16.3 In cases where the scheduled delivery of service period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for service to be delivered in every month/ installment and the corresponding delay. If the contractor delivers full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply/services, then also liquidated damages shall be levied on the supplies/ services against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment. **(not applicable for this tender)**

16.4 DELETED

## 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/contractor 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/contractor 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/contractor may with the concurrence of the purchaser elect to retain.

**18. ACTION BY BSNL 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 and/ or commission any or all of the goods/ service 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) Failure to ensure loss/ damage free redeployment of equipment as per the work order
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

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

19. Clause deleted.

**20. ARBITRATION**

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 hereunder:

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

20.2 The number of 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	BSNL (Note: BSNL will forward a

	arbitrators of BSNL	list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs 5 Crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

20.3 Neither party shall appoint its serving employee as arbitrator.

20.4 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 if both parties consent for the same; otherwise, he shall proceed de novo.

20.5 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 void.

20.6 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 upto Rs 5 Crores.

[29B. Fast track procedure- (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).

(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 arbiter who shall be chosen by the parties.

(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 submission 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.

- (4) The award under this section shall be made within a period of six months from the date the tribunal enters upon the reference.
- (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.
- (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.]

20.7 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)
UptoRs 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 In case of 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.

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

20.10 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/contractor (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/contractor with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier/contractor with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier/contractor.

**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 AWO 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/WO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO/WO has been issued. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at **Head Quarters of the Circle only**”.

***Note:- 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.***

**26. General Guidelines:-**

“The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles”.

**27. GST invoices:**

27.1. All the details of supplier/contractor (name, address, GSTIN/ unregistered supplier/contractor, place of supply/services, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

- 27.2. Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 27.3. In case of any deficient/incomplete/rejected supply/services, BSNL shall convey the same in a reasonable time to enable the supplier/vendor to issue credit note and take tax adjustment.
- 27.4. It would be the responsibility of the contractor/vendor to declare correct information on invoice and GSTN viz. the amount, the place of supply/services, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier/contractor, the same would be recovered by BSNL from the supplier/contractor.
- 27.5. Registered location of the both the parties i.e. BSNL and supplier/Contractor should be mentioned in the agreement with GSTIN No. Further, supplier/Contractor should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply/services as per GST law is same as registered premise
- 27.6. BSNL could at any time instruct the supplier/contractor/vendor to raise its invoices at a particular location of BSNL
- 27.7. It is the responsibility of the contractor/vendor to ensure that place of supply / delivery and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier/Contractor shall intimate to BSNL and give adequate time before raising of the invoice.
- 27.8. E-waybill number should be mentioned on the invoices.
- 27.9. DELETED
- 27.10. All the details of supplier/Contractor (name, address, GSTN/ unregistered supplier/Contractor, place of supply/services, SAC/ HSN code etc.) and other mandatory details, as per **Appendix-1** of this Section shall be mentioned on the invoice by the bidder.
- 27.11. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.
- 27.12. It shall be the responsibility of the supplier/Contractor to mention State of place of supply of goods/services in the invoice issued to BSNL.

**Appendix – 1 of Section-5, Part-A**

<b>Sr. No.</b>	<b>Particulars for 'Input Invoice'</b>
1	Name and registered address of the supplier/Contractor
2	GST registration number of supplier/Contractor
3	Name of BSNL entity
4	'Bill to' and 'Ship to' address of BSNL
5	GST registration number of BSNL
6	Date of invoice
7	Invoice Number
8	Place of Supply/services (including state)
9	Type of Tax (CGST, SGST and IGST)
10	Rate of Tax
11	Value of goods/service and type/rate/amount of Tax should be separately mentioned
12	Quantity of goods
13	Total value of invoice
14	Description of Supply of goods/service
15	HSN Code in case of goods
16	Accounting Code in case of service
17	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately

<b>Sr. No.</b>	<b>Particulars for 'Receipt Voucher'</b>
1	Name and registered address of the supplier/Contractor
2	GST registration number of supplier/Contractor
3	Name of BSNL entity
4	'Bill to' and 'Ship to' address of BSNL
5	GST registration number of BSNL
6	Date of document issued
7	Document Number
8	Place of Supply/services (including state)
9	Amount of advance taken
10.	Type of Tax (CGST, SGST and IGST)
11	Rate of Tax
12	Quantity of goods
13	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply/service should be mentioned separately

Note :

- a) Invoice issued at a later stage against receipt voucher to mention this document number.
- b) Refund voucher to be issued against the advances received if no supply/ services is made and no invoice is raised.



**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. Penalty:**

- a) The dismantling and redeployment of a BTS shall be carried out within a period of 10 days from the date as mentioned in the work order for the respective site. The work order shall be given generally in lot of 20 sites. Any delay in the same will attract penalty as mentioned in the clause 16 of section 5 Part A.
- b) If any error or defect is detected due to the fault of the vendor at any time after execution of work order, the vendor shall have to rectify such error or defect at his own cost to the satisfaction of the DE in-charge or any other officer nominated by him within the time frame fixed by BSNL.
- b) In the event of substandard work or incomplete work, the tender approving authority or any other officer nominated by him may at his own discretion, permit the other vendor/third party to complete the work at vendor's risk and cost within a specified time frame.
- c) In the event of any breach of or non-fulfilment of any contractual obligation by the vendor the PBG shall be forfeited.
- d) Penalty in delay of services will be applicable as per clause 16 of section 5 Part A

**2. Damage / Loss of Property**

If damage/loss of any equipment or human resource or installations at the premises of BTS or during installation/dismantling/transporting is done by contractor's representative due to improper handling or negligence, the cost of replacement or towards recovery of the said equipment/installations, due to non-operation of damaged/lost equipment/installations shall be borne by the contractor.

**3. Liability for labour and / or personnel's engaged by the contractor:** The successful bidder shall submit undertaking, as at para (a).3 of Section –XI, stating, "It is hereby undertaken to discharge all obligations as provided under various statutory / applicable enactments / Laws / guidelines / directives / Rules / Regulations, etc. like Labour laws, the Employees Provident Fund & Miscellaneous Act, 1952, etc. M/s further, indemnifies BSNL for any financial implications on BSNL on this account

**4. Tools & Plants:** The contractor shall provide at his own cost all tools, plants appliances implements etc. required for proper execution of works.

**5. Insurance:** Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant,

machinery, men, materials, etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to end/ or incidental to the same.

## **6. Recession / Termination of Contract**

**6.1 Circumstances for recession of contract :** Under the following conditions, the competent authority in BSNL may rescind the contract:

- a) if the contractor commits breach of any items of terms and conditions of the contract.
- b) If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- c) If the contractor had been given by the officer-in-charge of work a notice in writing to rectify /replace any defective work and he/she fails to comply with the requirement within the specified period.

**6.2** Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of BSNL as under:

- 6.2.1 All equipment/stores made available at the site shall be maintained by the contractor or his representative in good condition. If any such material is found damaged/ lost then the penalty shall also be recovered from the contractor as decided by a committee headed by Divisional Engineer in charge of site.
- 6.2.2 The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.

## **7. Termination for Insolvency:**

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

## **8. Optional Termination by BSNL (Other than due default of the Contractor):**

BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation.

8.1 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to BSNL or as BSNL may direct.

8.2 BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and part of such item without any compensation what so ever to the contractor.

## **9. Issuance of Notice:**

9.1 The Divisional Engineer in-charge of work shall issue **show cause notice** giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work

or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in –charge shall submit a draft of final notice along with a detailed report to the authority who had accepted the contract.

9.2 The **final notice for rescission of contract** to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice.

(a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to BSNL.

(b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.

(c) Adequate BSNL security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

## **10. INDEMNIFICATION**

10.1 The contractor shall at all times hold BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse BSNL or pay to BSNL, forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequence of any claim, damages and actions which may be brought against BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

10.2 The contractor shall at his own cost at BSNL request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting BSNL.

## **11. Other terms and conditions:**

11.1 The Contractor shall not engage any BSNL employee (Regular/Casual) for getting his job executed. If at any stage it is found doing so, then the CGM UP (E) has the right to impose any suitable penalty even to the extent of termination of the contract leading to the forfeiture of PBG.

11.2 BSNL shall not take any responsibility of providing any facility to the labourers employed by the contractor.

11.3 The bidder shall be responsible for the safety & security of their employees and also the equipment installed at the station. In case of any damages to BSNL/ third party property the same shall be charged as per penalty condition defined in clause 6. 2.1 above.

11.4 In case of non or partial/ unsatisfactory performance of the work, BSNL reserves the right to carry out any work in part or full through department or through any other contractor/agency. Expenditure if any, towards execution of such work shall be recovered from contractor.

11.5 Even during the arbitration, the work cannot be stayed because it pertains to the essential public utility service. The department reserves the right to get the work completed either departmentally or through any other contractor at the risk and cost of contractor.

11.6 If the contractor refuses for executing any specified work, the department reserves the right to get the work done by other agencies even at higher rates and the difference of the cost will also be deducted from the contractors pending bills or security money as the case may be.

**SECTION-6**

**6(A)**

**UNDERTAKING & DECLARATION**

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

**a) Certified that:**

I/ We ..... have read, understood and agree to comply with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

1. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.
2. I/we declare that that there is no addition/ deletion /corrections have been made in the downloaded tender document against which the bid is being submitted and it is identical to the tender document appearing on the website/ e-tender portal.

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

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ 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)

*"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 inviting this tender, 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**

*"I.....s/o.....r/o.....hereby certify that following of my relative(s) as defined in the tender document is/are employed in BSNL unit inviting this tender, 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."*

S.No	Name	Designation	HRMS No	Mobile Number

Signature of the tenderer  
With date and seal

**6 (C)- Declaration w.r.t. Rule 144 (xi) to GFR 2017**

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

Reference 1 : BSNL Tender Enquiry No ..... issued  
on .....

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD (1)  
Dated 23.02.2023.

I, in capacity of authorized signatory of M/s.....(---Name of the company---) having  
Regd. office  
at.....being a  
participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read  
and understood all the clauses regarding Restrictions under Rule 144(xi) of the General  
Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide  
OM cited at reference 2 above, on procurement from bidders from a country or countries which  
shares a land border with India. It is declared that we fulfill all the requirements in this regard  
and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the  
entire contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp.

**6 (D)**

**CLAUSE BY CLAUSE COMPLIANCE**

<b>Sl.No</b>	<b>Section No</b>	<b>Details</b>	<b>Remark for compliance (All clauses of this section are complied)</b>
1	3 Part A	Scope of work	All clauses of this section are complied
2	3 Part B	TECHNICAL SPECIFICATIONS/ REQUIREMENTS	All Clauses of the Technical specifications and other specifications for tendered items are complied. (Technical literature of the tendered items also to be submitted)
3	3 Part C	Schedule of Requirement (SOR)	All clauses of this section are complied
4	4 Part A	General Instructions to Bidders(GIB)	All clauses of this section are complied
5	4 Part B	Special Instructions to Bidders	All clarifications/ amendments are complied
6	4 Part C	E-Tendering Instructions to Bidders	All clauses of this section are complied
7	5 Part A	General (Commercial) Conditions of Contract (GCC)	All clauses of this section are complied
8	5 Part B	Special (Commercial) Conditions of Contract (SCC)	All clauses of this section are complied

**Note:**

1. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder.

Signature of the Bidder



**SECTION- 7**

**PROFORMAS**

**7(A) PART I**

**For the BIDSECURITY/ EMD Guarantee**

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

**Sub: Bid Security/EMD guarantee.**

Whereas

M/s

.....

R/o..... (Hereafter referred to as Bidder)

has approached us for giving Bank Guarantee of Rs. ..../- (hereafter known as the "B. G. Amount") valid up to ...../...../ 20..... (hereafter known as the "Validity date") in favour of **CGMT, UP(E) Telecom Circle Hazratganj Lucknow** (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 .....  
and .....  
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 Lucknow.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank  
 Authorized Power of Attorney Number: .....  
 Name of the Bank officer: .....  
 Designation: .....  
 Complete Postal address of Bank: .....  
 .....  
 Telephone Numbers .....  
 Fax numbers .....

**Section 7(A)- PART II**

**FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND**

(To be submitted on non-judicial stamp paper of appropriate value)

**Insurance Surety Bond for Bid Security**

Whereas M/s .....  
R/o ..... (Hereafter referred to as **Principal**) has approached us for giving a Surety of Rs...../- (hereafter known as the "**Surety Amount**") valid up to ...../...../ 20..... (hereafter known as the "**Validity date**") in favour of (**CGMT, UP(E) Telecom Circle Hazratganj Lucknow** (Hereafter referred to as **BSNL**) for participation in the tender of work of..... vide tender no. ....

Now at the request of the Principal, We ..... Insurance Company Limited, registered under the Insurance Act, 1938, with its Corporate office, .....and Registered/Head Office ..... (the "**Surety**") to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety 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 **Principal** of any of terms or conditions contained in the said tender Agreement or by reason of the **Principal's** failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".
  
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the **Principal** 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 **Principal** shall have no claim against us for making such payment.

4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said **Principal** and accordingly discharge this Surety. Unless a demand or claim under this Surety 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 Surety thereafter.
5. We the Surety 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 tender Agreement or to extend time of performance by the said **Principal** 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 **Principal** and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Principal** or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Principal** 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.
9. Notwithstanding anything herein contained:
  - (a) The liability of the Surety under this Surety bond is restricted to the “**Surety Amount**” and it will remain in force up to its Validity date specified above.
  - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
10. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker’s Cheque in favour of “**AO (Cash) O/o CGMT, UP(E) Telecom Circle Lucknow**” payable at Lucknow or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
11. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place: .....

Date: ..... (Signature of the Insurance Company Officer)  
Rubber stamp of the Insurance Company

Authorized Power of Attorney Number: .....

Name of the officer: .....

Designation: .....

Official Email ID:.....

Complete Postal address of Insurance  
Company: .....

Telephone Numbers .....

Fax numbers .....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety  
Issuing Branch or any web portal link, from whom / where the Surety Bond can be got  
confirmed by BSNL.

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

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

Dated:.....

**Sub: Performance guarantee.**

Whereas AGM BSNL, ....Circle  
R/o .....(hereafter referred to as BSNL) has  
issued an AWO no. .... Dated ...../...../20..... awarding the work  
Of ..... to  
M/s .....

R/o.....(hereafter referred to as "Bidder")  
and BSNL has asked him to submit a performance guarantee in favour of AGM( ) BSNL of  
Rs. ..../- (hereafter referred to as "P.G. Amount") valid up  
to ...../...../20 .....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We .....  
Bank..... Branch  
having .....  
(Address) and Regd. office address  
as .....

..... (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter  
contained:

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

5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) 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 .....

**Section 7(B) PART II**

**Performance Guarantee Surety Bond**

(To be submitted on non-judicial stamp paper of appropriate value)

To ,  
AGM (MM) BSNL \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_ ,  
\_\_\_\_\_ ,

Surety Bond No : .....  
Surety Bond Issue dt : .....  
Surety Bond Amt. : INR.....  
Bond Valid upto : .....  
Bond Claim Period : .....

Dear Sir / Madam,

Whereas .....( e.g. **AGM ( )** BSNL \_\_\_ Circle\_\_\_\_ R/o, Bharat Sanchar, Circle\_\_\_\_\_)(hereafter referred to as **BSNL**) has issued an APO/AWO no. ....Dated.....awarding the work of ..... (the “Agreement”)to M/s..... , R/o..... (hereafter referred to as “**Principal**”) and BSNL has asked Principal to submit a performance guarantee in favour of ..... (e.g. **DGM (,,,,,,)**, BSNL \_\_\_\_\_) of INR .....(hereafter referred to as “Bond Amount”) valid up to dd.mm.yyyy(hereafter referred to as “Validity Date”)

Now at the request of the Principal, We..... Insurance Company Limited,registered under the Insurance Act, 1938, withits Corporate office,.....and Registered/Head Office ..... (the “**Surety**”)to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issuedvide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond 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 Surety to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal 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 Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this



Surety Bond 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 Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal 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 Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL \_\_\_\_\_" payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed  
INR .....**(Rupees** ..... **Only).**
2. This Surety Bond shall be valid upto ..... (Validity date)
3. Further a claim period of **3 (three) months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before ..... (Date of claim period if any).
4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place: .....

Date: .....

(Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number: .....

Name of the Surety officer: .....

Designation: .....

Complete Postal address of Surety: .....  
.....

Telephone Numbers .....

Fax numbers .....

Email ID (only official Email ID) .....

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by BSNL.

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

**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

.....

Name of the Representative

.....

Signature of Bidder/ Officer authorized to sign

on behalf of the Bidder

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.

**ANNEXURE-7(D)**  
**AGREEMENT**

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ between M/s \_\_\_\_\_ he  
re inafter called "The Contractor" (Which expression shall unless excluded by or  
repugnant to the context, include its successors, heir, executors, administrative  
representative and assignee) of the one part & the CMD BSNL acting through  
CGM.....as second part

Whereas the contractor has offered to enter into contract with the BSNL for  
the execution of work of BTS Relocation/Installation / Redeployment and allied  
works \_\_\_\_\_ in \_\_\_\_\_ under \_\_\_\_\_ tender  
no.....on

the terms and conditions here in contained and the rates approved by the BSNL  
(copy of Rates annexed) have been duly accepted and whereas the necessary  
security deposits have been furnished in accordance with the provisions of the  
tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and  
between the parties to these presents as follows.

1) The contractor shall, during the period of this contract that  
is to say from

.....to ..... or until  
this contract shall be determined by such notice as is here in after mentioned ,  
safety carryout , by means of labours employed at his own expenses and by  
means of tools, implements and equipment etc. to be supplied/services delivered  
byhim to his labor at his own expenses, all Annual Maintenance (annexed to the  
agreement ) , when the BSNL or ( \_\_\_\_\_ )  
or any other persons authorized by ( \_\_\_\_\_ )  
inthat behalf require. It is understood by the contractor that the quantity of work  
mentioned on the schedule is likely to change as per actual requirements as  
demanded by exigencies of service. The validity of the tender can be extended  
for one year on the same terms and condition with mutual consent.

2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter  
of intent, approved rates, annexed here to and such other additional particulars,  
instructions, drawings, work orders as may be found requisite to be given during  
execution of the work shall be deemed and taken to be an integral part of the  
contract and shall also be deemed to be included in the expression "The  
Agreement" or "The Contract" wherever here in used.

3) The contractor shall also supply the requisite number of workmen with means &  
materials as well as tools, appliances, machines, implements, vehicles for  
transportation, cartage etc. required for theproper execution of work within the  
time prescribed in the work orders.

4) The contractor here by declares that no body connected with or in the  
employment of the BSNL is not / shall not ever be admitted as partner in the  
contract.

5) The contractor shall abide by the terms and conditions, rules, guidelines, safety

precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present have here into set their respective hands and seals the day and year in

*Above written:*

*Signed sealed & delivered by*

The above named Contract in the presence o

**Witness:**

1.

2.

**7(E) Pro-forma of Material Security Bond**

(To be typed on non-judicial stamp paper of appropriate value)

Dated:.....

**MATERIAL SECURITY BOND FORM**

Whereas .....<Contract awarding authority>(hereinafter referred to as BSNL) has issued an Award Letter no.....

Dated...../...../20..... for awarding the work of BTS relocation / redeployment and allied to M/s .....

(hereafter referred to as "Contractor") and the BSNL has asked them to submit a bank guarantee, towards material security, in favour of ..... O/o..... of

Rs. ..../- (hereafter referred to as "BG. Amount") valid up to ...../...../20 .....(hereinafter referred to as "Validity Date"). Now at the request

of the Contractor, We ..... Bank..... Branch

having ..... (Address) and Regd. office address

as ..... (Hereinafter called „the Bank”) agreed to give this guarantee

as hereinafter contained:

We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Contractor 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 BG 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.

1. Any such demand from the BSNL shall be conclusive as regards the liability of Contractor 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 Contractor 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 Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.

2. 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.

3. The Bank further agree 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 Contractor 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 Contractor or through any forbearance, act or omission on part of BSNL or any indulgence by BSNL to Contractor 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.

4. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the BG 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.

5. In case BSNL demands for any money under this bank guarantee, the same shall be paid through DD/Banker's Cheque/RTGS in favour of AO (Cash), Name of the BSNL Office.

6. 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..... Mail  
ID.....

"Customer Name : Collection A/C BSNL, ..... BSNL  
bank A/C No :  
IFSC Code :  
Name of the Bank :

Address of the Bank :

## SECTION 7 (F)

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

.....S/o, D/o, W/o....., Resident of .....

do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No .....dated.....

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

**Local Content claimed:..... % age**

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

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

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

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

- xiii. List and cost of inputs which are imported, directly or indirectly.

**For and on behalf of \_\_\_\_\_(Name of Firm/Entity)**

Authorized signatory (To be duly authorized by the Board of Directors)

**<Insert Name, Designation and Contact No. and date>**



**7(G)-DECLARATION BY BIDDER ON COMPANY LETTER HEAD IN RESPECT OF  
BLACKLISTING BY GST AUTHORITIES**

I,.....S/o /W/o of Shri ..... and  
proprietor/Director/Partner  
of M/s..... do hereby affirm and declare as under:

1. That I, the sole prop./partner/Director of M/s .....(Supplier) has never been debarred and/or blacklisted by any GST authority and am not having any ongoing litigation or court cases pending or any other suite related to GST.
2. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the Supplier shall be terminated immediately and the Supplier shall be liable to be black listed/debarred for future works/contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.
3. In case supplier gets Blacklisted by GST authorities during the tenure of contract with BSNL, supplier indemnifies BSNL from any monitory loss caused due such blacklisting i.e Loss of input credit claim etc and ensures that such loss will be paid to BSNL by the supplier.

(Signature with Office Seal) Date:

Location:

Witnesses:

(1) Signature-

Name.....  
S/o.....  
Address.....  
.....

(2) Signature-

Name.....  
S/o.....  
Address.....  
.....

7(H)

**NO DEBAR/ BLACKLISTED DECLARATION**

I /We..... hereby declare that my/our firm..... has/have not been blacklisted/ debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021. I/We am/are aware that any suppression of facts in this regard/breach of this condition/clause would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held.

Signature of Tenderer

Name of Tenderer Capacity in which signing

7(I)

**DECLARATION BY BIDDER ON COMPANY LETTER HEAD IN RESPECT  
OF BIDDER IS NOT A Licensed Telecom Service Provider**

I /We..... hereby declare that my/our firm.....is not be a Licensed Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India and I have no controlling equity stake or vice versa, in any of Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ILD/IN Services operating companies in India.

Signature of Tenderer

Name of Tenderer Capacity in which signing

**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. .... E-mail Id.....
3. Address of place of Works/Manufacture .....
- .....  
.....  
Telephone No. .... Mobile No. ....
4. State the Type of Firm: Sole proprietor-ship/partnership firm/Private limited company. (Tick the correct choice)
- 4.1 Is bidder bidding under MSE Category: Yes/No
- 4.2 If MSE, kindly specify the sub category- SC/ST/Women or General .....
- 4.3 In case of MSE bidder, Kindly provide Udyam Registration Number:.....
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company) :  
.....  
.....  
.....
7. Permanent Account No. :.....
8. Details of the Bidder's Bank for effecting e-payments:  
(a) Beneficiary Bank Name:.....  
(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address

.....  
.....

10. GSTN Number to be inserted.

**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. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying/delivering within the scheduled delivery period.

Name of the tendered Item	Qty that can be supplied/services delivered by the firm within scheduled delivery period.

4. 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/ addenda Nos. .... dated ..... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **150 days** from the date fixed for Bid opening or for subsequently extended, 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.
  - a. **If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank (except co-operative banks) for a sum @ 5% or 10% (as the case may be as per clause 4 Section-5 Part A) of the contract value for the due performance of the contract.**
5. 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).
6. Until a formal 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.....20...

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**  
**Price Schedule for Package-I (Jhansi, Kanpur and Sitapur Business Areas)**

Sl. No.	Item Description	Quantity	Units	All inclusive Estimate Rate in Rs. P	TOTAL AMOUNT With Taxes in Rs. P
1	2	3	4	5	6=3x5
1	<b>Tender for BTS relocation / redeployment and allied works in Different BA/OA of UP (E) Telecom Circle.</b>				
1.01	Redeployment (Dismantling, Packaging Transportation (within OA/BA boundary limited to 100km) & Successful installation) of equipment from one IP to New IP site/BSNL/NBSNL including BTS(upto 2 BTS)/e NodeBs/ Antennas /DMW hop/ Minilink hop/ RRHs/RRUs/ Feeder/ etc. including accessories (up to 3 Antenna & 3 RRH)	180.00	Per Site	57112.00	10280160.00
1.02	Redeployment (Dismantling, Packaging Transportation (within OA/BA boundary limited to 100km) & Successful installation) of equipment from one IP to New IP site/BSNL/NBSNL including BTS (upto 2 BTS)/eNodeBs/ Antennas/DMW hop/ Minilink hop/ RRHs/RRUs/Feeder/ etc. Including accessories (upto 6 Antenna & 6 RRH)	16.00	Per Site	69148.00	1106368.00
1.03	Dismantling, Packaging and Transportation (within OA/BA boundary limited to 100km) of equipment from one IP site to OA/BA store including BTS(upto 2 BTS)/e NodeBs/ Antennas /DMW hop/ Minilink hop/ RRHs/RRUs/ Feeder/ etc. including accessories (up to 3 Antenna & 3 RRH)	1.00	Per Site	28556.00	28556.00
1.04	Dismantling, Packaging and Transportation (within OA/BA boundary limited to 100km) of equipment from one IP to OA/BA store including BTS(upto 2 BTS)/eNodeBs/ Antennas/DMW hop/ Minilink hop/ RRHs/RRUs/Feeder/ etc. Including accessories (upto 6 Antenna & 6 RRH)	4.00	Per Site	34574.00	138296.00
1.05	Extra uplift/down lift for RTT sites.	40.0	Per Site	1840.80	73632.00
	<b>Total Amount in Words</b>	<b>One crore Sixteen Lakh Twenty Seven Thousand twelve Rupees Only</b>		<b>Total Amount In Figures</b>	<b>11627012.00</b>

**Total Quoted All-inclusive Cost for the Package: .....(In figures) .....(In words) in INR**

**2.GST rate shall be applicable as per government notifications issued from time to time.**

**3.BOQ as single xls file to be uploaded on CPPP.**

**4 Evaluation shall be done based on the total quoted rate**

**5. In case of doubt, amount written in words will be taken as final for consideration.**

**Declaration by Bidder**

**Signature Name of the Bidder along with seal:**

**GST No(s)**

**Price Schedule for Package-II  
(Prayagraj, Lucknow, Ayodhya, Sultanpur, Gorakhpur and Varanasi Business Areas)**

Sl. No.	Item Description	Quantity	Units	All inclusive Estimate Rate in Rs. P	TOTAL AMOUNT With Taxes in Rs. P
1	2	3	4	5	6=3x5
1	<b>Tender for BTS relocation / redeployment and allied works in Different BA/OA of UP (E) Telecom Circle.</b>				
1.01	Redeployment (Dismantling, Packaging Transportation (within OA/BA boundary limited to 100km) & Successful installation) of equipment from one IP to New IP site/BSNL/NBSNL including BTS(upto 2 BTS)/e NodeBs/ Antennas /DMW hop/ Minilink hop/ RRHs/RRUs/ Feeder/ etc. including accessories (up to 3 Antenna & 3 RRH)	169.00	Per Site	57112.00	9651928.00
1.02	Redeployment (Dismantling, Packaging Transportation (within OA/BA boundary limited to 100km) & Successful installation) of equipment from one IP to New IP site/BSNL/NBSNL including BTS (upto 2 BTS)/eNodeBs/ Antennas/DMW hop/ Minilink hop/ RRHs/RRUs/Feeder/ etc. Including accessories (upto 6 Antenna & 6 RRH)	10.00	Per Site	69148.00	691480.00
1.03	Dismantling, Packaging and Transportation (within OA/BA boundary limited to 100km) of equipment from one IP site to OA/BA store including BTS(upto 2 BTS)/e NodeBs/ Antennas /DMW hop/ Minilink hop/ RRHs/RRUs/ Feeder/ etc. including accessories (up to 3 Antenna & 3 RRH)	1.00	Per Site	28556.00	28556.00
1.04	Dismantling, Packaging and Transportation (within OA/BA boundary limited to 100km) of equipment from one IP to OA/BA store including BTS (upto 2 BTS)/eNodeBs/ Antennas/DMW hop/ Minilink hop/ RRHs/RRUs/Feeder/ etc. Including accessories (upto 6 Antenna & 6 RRH)	19.00	Per Site	34574.00	656906.00
1.05	Extra uplift/down lift for RTT sites.	40.0	Per Site	1840.80	73632.00
	<b>Total Amount in Words</b>	<b>One crore Eleven Lakh Two Thousand Five Hundred Only</b>		<b>Total Amount In Figures</b>	<b>11102502.00</b>

**Total Quoted All-inclusive Cost for the Package: .....(In figures) .....(In words) in INR**

**2.GST rate shall be applicable as per government notifications issued from time to time.**

**3.BOQ as single xls file to be uploaded on CPPP.**

**4 Evaluation shall be done based on the total quoted rate**

**5. In case of doubt, amount written in words will be taken as final for consideration.**

**Declaration by Bidder**

**Signature Name of the Bidder along with seal:**

**GST No(s)**



**ANNEXURE - 1**  
**DEED OF INDEMNITY**

This **DEED OF INDEMNITY** is executed on this the <<Date>>....., 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 Chef **General Manager Telecom UPE** (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 BTS relocation / redeployment and allied works in Different OAs of Jhansi BA, Kanpur BA and Sitapur BA in UP (E) Telecom Circle. 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.
- (b) 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 BSNL and its employees harmless from and against any and all liabilities, damages / loss to property / human life, 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.

**Date: Place:**

**(Authorized Signatory)**  
**<< Name of the Bidder>>**

**Witness 1:**  
(Sign, Name & Mobile No.)

**Witness 2:**  
(Sign, Name & Mobile No.)

## 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: -**

S.N.	Document	Yes / NO / Not applicable
<b>Documents to be submitted OFFLINE</b>		Offline
1	Tender Fee	
2	Bid Security/EMD (Original)	
<b>Self Attested Documents to be submitted in E-Tender portal</b>		
S.N.	Document	On line
1	Scanned Copy of payment of Tender Fee	
2	Scanned Copy of Bid Security/EMD	
3	Scanned Copy of Valid Udyam Registration Certificate (MSME) along with URN registration on CPP Portal (if applicable).	
4	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 (if applicable)	
5	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
6	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
7	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
8	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)	
9	Scanned copy of Credentials regarding experience as per clause 4 of Section -1	
10	Scanned copy of Documents of financial capabilities of the bidder as per clause 4 of Section-1.	
11	Valid Goods and Services Tax Registration Certificate(s) - <b>REG-06</b> along with copy of latest <b>GSTR – 3B</b>	
12	Valid PAN Card	
13	EPF Registration	
14	ESI Registration	
15	Undertaking and Declaration as per Section-6 Part (A) duly filled up and signed	
16	Scanned copy of Near Relationship Certificate as per Section 6 Part (B)	
17	Declaration w.r.t. Rule 144 (xi) to GFR 2017 Section 6 Part (C)	
18	Clause by clause compliance as per clause 11.2 of Section-4A (as per Section 6(D) &NIL Deviation statement	
19	Letter of authorization for attending bid opening as per Section-7 ( C) of the tender document. Applicable if, the bidder wants to facilitate his Representative to attend in Bid opening.	
20	Format for Self declaration regarding Local Content (LC) for Telecom Product, Services or Works(7F)	
21	Declaration by bidder on company letter head in respect of blacklisting by GST authorities (7G)	
22	No debar/ blacklisted declaration(7H)	
23	Declaration by bidder on company letter head in respect of bidder is not a	

	TSP/NLD/UASL etc.(71)	
24	Bidder's Profile & Questionnaire as per Section-8 duly filled up and signed.	
25	Scanned copy of Bid Form in Section-9 Part A duly filled up and signed.	
26	Indemnity bond declaration for indemnifying BSNL against any non-compliance by Bidder towards all applicable statutory requirements as per Annexure-1 of the bid document	
27	Check list (Annexure-2)	
28.	Any other supporting documents asked for in bid document	
	<b>Contents of 2nd Electronic Envelope (Financial Envelope containing Financial Bid/BOQ)</b>	
29.	Price Schedule as per Section-9 Part-B	On Line

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

Place:.....

Date:.....

Signature and Name of the Authorized signatory of the Company  
Company rubber stamp/seal