



**BHARAT SANCHAR NIGAM LIMITED**  
**(A Government of India Enterprise)**  
**BANGALORE TELECOM DISTRICT**  
**BANGALORE - 560 001**

AGM (MM)/T-88/ Chemical Earthing for Preparation of DC Earth at Telephone Exchanges and BTS sites in BGBA/2023-24/02 dtd @ BG-01 the 23.10.2023

**TENDER FORM**

**For**

***E-Tender Enquiry document for preparation of DC Earth at Telephone Exchanges and BTS sites in Bangalore Business Area (BGBA) of Karnataka Telecom Circle for the year 2023-24***

***Cost of Tender Form: Rs.2, 360/-***

*Due Date /Time of Receipt: 15:00 Hrs of 16.11.2023*

*Due Date /Time of Opening: 15:00 Hrs of 15.11.2023*

**सहायक महाप्रबंधक (केबल निर्माण) का कार्यालय**

**O/o AGM (MM),**

**5<sup>th</sup> Floor Telephone House, Bangalore 560001**

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## SECTION- 1

### Detailed Notice Inviting Tender (NIT)

Digitally sealed online **Item Rate** tender [E-tenders (Digitally Signed)], on rupee payment basis is invited by **Pr. General Manager, BSNL, BGBA (Karnataka)** in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid ] for and on behalf of BSNL from the experienced contractors, for the following work:

- ❖ **Name of work:** Preparation of DC Earth at BSNL Telephone exchange and BSNL BTS Site locations in **Bangalore OA** (under Bangalore BA) of Karnataka Telecom Circle.
- ❖ **Scope and Jurisdiction of Work:** This tender covers **Preparation of DC Earth at Telephone Exchanges and BTS** locations in **Bangalore OA** (under Bangalore BA) of Karnataka Telecom Circle **for the period of one (01) year from the date of agreement.** However, the BSNL reserves the right to extend the contract further for one year or part thereof on the same rates, terms & conditions, on performance basis & mutual understanding between BSNL & vendor. The scope and particulars of work put to tender are given in the Table below-
- **Name of Business Area:** Bangalore OA under Bangalore BA

Sl. No.	Name of the BA	No. of Earthing (Approx.)	*Estimated cost of works(in Rs)Incl of GST	Price of Bid Document including18% GST (in Rs)	Bid Security/ EMD (in Rs) @ 2%
1.	BGBA	753	Rs. 1,30,40,180/-	Rs. 2,360/- (Non-Refundable)	Rs. 2,61,000/-

**\* Excluding GST which will be paid extra as applicable**

**Note 1:** The quantities stated above are estimated and BSNL reserves the right to vary the quantity to the extent of - 25% to + 25% of the Estimated quantity at the time of award of the contract or during the tender period i.e. LOI without any change in unit price or other terms & conditions.

**2. Accessibility of Tender Document:** Tender document (free viewing copy) can be obtained by downloading it from the website <https://etenders.gov.in>.

The official copy of tender document for participating in e-tender will be available for downloading from [www.karnataka.bsnl.co.in](http://www.karnataka.bsnl.co.in) / <https://etenders.gov.in>

**2.1. Cost of Tender document ₹2,360/- [₹2000/- [+18% GST] (Non Refundable)**

DD / Bankers cheque of an amount of Rs 2,360/- in favour of "Accounts Officer Cash (HQ), BSNL, Bangalore Telecom District" payable at Bangalore shall have to be submitted towards tender fee along with the tender bid failing which the tender bid will be rejected.

**2.2.** BSNL has decided to use process of **e-tendering** for inviting this tender and **thus the physical copy of the tender would not be sold.**

**3. Sale of physical copy of tender Document:** Not applicable.

**Note 1:** The Tender document shall not be available for download on its **submission /closing date.**

**4. Eligibility Criteria:** For participating in the tender, the tenderer should meet the following eligibility criteria:

**4.1 General Qualification**

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

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

In case successful 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. In such/any case the interest and penalty levied by GST authorities for wrongly availed ITC, such interest and penalty shall also be recovered along with applicable GST.

**4.1.3** The Bidder must have a valid PAN & valid registration under GST Act, EPF and ESI in India. In case of multiple GST numbers, all the numbers to be provided as an Annexure. **Along with GST registration certificate (REG-06) bidder has to provide self attested copy of latest GSTR-3B.** If the bidder is not registered with GST/EPF/ESI authority at the time of bid submission, then the bidder shall have to submit GST/EPF/ESI registration at the time of award of work/ Lol/signing of contract, if declared successful. The tenderer whose near relative(s) is/are employed in BSNL, is not eligible to participate in the tender, as per limitations mentioned in Clause No 34 of Section 4 (Part-A).

## 4.2 Technical Qualification

**4.2.1** The Bidder must have an experience of executing **35% of Estimated cost of tender work** related to **Preparation of Earth at Telephone Exchanges and BTS sites, Construction of BTS towers** preferably in BSNL / MTNL / Central / State Govt. / PSUs / Private Operator / Any Reputed Private Ltd Company during the last **Five financial years** (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 or up to till date).

A copy of experience certificate must be issued by the officer not below the rank of Divisional Engineer or equivalent or tender approving authority (in case of Corporate). **No PO / WO will be accepted without successful completion certificate in support of experience.**

**4.3 Financial Qualification:** The bidder should have the financial capability to supply the tendered quantity of the equipment/Services. The average **annual** turnover of the bidder during any **Three (03) financial years** of last **Five (05) financial years** (i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23) should not be less than **30% of estimated cost of tender.**

- I. Bidders will be required to support claims of their financial qualification through their audited financial statements duly certified by their CA.
- II. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.
- III. Work Order(s) will be issued or Contract agreement(s) will be signed only upon successful verification of the eligibility documents submitted in the bid, with the originals of the eligibility documents, which shall have to be produced by successful bidder.

**4.4** The bidder shall comply with Department of Expenditure, Ministry of Finance order issued vide F. No.6/18/2019-PPD dated 23.07.2020 (**Preference to Make in India**) available at Section VI Part C and shall submit necessary registration certificate wherever applicable.

**4.5** The bidder shall comply with Ministry of Heavy Industries & Department of Public Enterprises Restriction under Rule 144(xi) of the General Financial Rules (GFR's), 2017-Dept. of Expenditure OM No.6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 on grounds of Defence of India and National Security available at Section VI Part B and shall submit necessary registration certificate wherever applicable.

## 5. Bid Security/EMD:

- a) The bidder shall furnish the EMD / Bid Security.
  - b) The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof
- Read, Understood & Complied

in respect of valid certification from MSE for the tendered item.

c) Concessions to MSME: The guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the BSNL (Corporate Office) and it has been decided that these units shall be allowed the following concessions:

- 5.1 Supply of Tender Documents: The tender documents shall be issued to MSME bidders free of cost provided the tendered item is listed in the Registration Certificate of MSME.
- 5.2 Exemption from payment of Earnest Money Deposit (EMD): The MSME units registered with bodies as detailed in Para 15 above shall be given exemption from payment of Bid Security deposit (EMD) provided the tendered item is listed in the registration Certificate of MSME/NSIC. 15.2.1. A proof regarding current registration with bodies as detailed in Para 5.1.C above for the purpose of exemption tendered items will have to be attached along with the bid. The enlisted certificate issued by bodies as detailed in Para 15.1 should be current and valid on the date of opening of bid (Chapter-15 of procurement manual)
6. Date & Time of Submission of ONLINE Tender bids: **on or before 15.00 Hrs of 15.11.2023** (tender closing date).
- 6.1 In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.
- 6.2 Date & Time of Submission of OFFLINE Documents: on or before **15.00 Hrs of 15.11.2023**
7. Opening of Tender Bids: **At 15:00 Hrs of 16.11.2023.**
8. Place of opening of Tender bids: **O/o AGM MM, 5<sup>th</sup> Floor, Raj Bhavan Road, Telephone House, Bangalore – 560 001**
- 8.1 The tenders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Section-4 Part C of Tender document for further instructions.
9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
11. PGM, BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest bid.
12. The bidder shall furnish a declaration, as per annexure 2 in his tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.
- 12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 12.2 All documents submitted in the bid offer should be preferably in English/Hindi/ State's official language. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/ State's official language, the bidder shall attach a translation of the same in English/Hindi/ State's official language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- 12.3 All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.
- 13.0 The queries in respect of this bid document, if any, can be submitted through Email latest upto 10.11.2023 (3 days from issue of NIT)

**14. Paying Authority:**

**CENTRAL SETTLEMENT CELL,  
O/o CGMT, KARNATAKA CIRCLE,  
HALASURU, BANGALORE-560 008.**

**15. No. of bidders**

Maximum 03 (THREE) contractors are required for this tender work. However BSNL has got the discretion to allot additional contractors depending on the actual work requirement. Contractor will be selected from the technically qualified list based on their Financial Bid ranking. The successful contractors have to carry out the works Preparation of DC Earth at BSNL Telephone exchange and BSNL BTS Site locations in **Bangalore OA** (under Bangalore BA) of Karnataka Telecom Circle.

<b>BSNL Contact-1</b>	
<b>BSNL's Contact Person</b>	<b>Binesh K B SDE MM</b>
<b>Telephone &amp; Mobile</b>	<b>9449850337</b>
<b>E-mail ID</b>	<b>bsnl.binesh@gmail.com</b>
<b>BSNL Contact-2</b>	
<b>BSNL's Contact Person</b>	<b>N Srinivas Murthy, AGM MM</b>
<b>Telephone &amp; Mobile</b>	<b>9449838038</b>
<b>E-mail ID</b>	<b>agmccbgt@gmail.com</b>

## SECTION- 2

### Tender Information

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

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

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

2. **Bid Validity Period** - The bid will remain valid for **150 days** from the tender opening date

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

a. **Techno-commercial** envelope shall contain :-

- a) Scanned copy of EMD as mentioned in DNIT (Section-1) or Valid Udyam Registration Certificate (URC)
- b) Scanned copy of payment of cost of tender document i.e. tender fee as mentioned in DNIT (Section-1) or Valid Udyam Registration Certificate (URC).
- c) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in **Clause 4** of the Detailed NIT(Section-1).
- d) Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with **Clause 14.3 of Section 4 Part A** (not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.
- e) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- f) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- g) Attestation of the signature of the authorized signatory, issuing PoA, by Bank.
- h) Copy of Pan Card, GSTIN, EPF & ESI registration certificates as applicable.
- i) Undertaking & declaration duly filled & signed as per **Section-6 Part A**.
- j) The bidder shall comply with Ministry of Heavy Industries & Department of Public Enterprises Restriction under Rule 144(xi) of the General Financial Rules (GFR's), 2017-Dept. of Expenditure OM No.6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 on grounds of Defence of India and National Security available at **Section 6 Part B** and shall submit necessary registration certificate wherever applicable.
- k) The bidder shall comply with Department of Expenditure, Ministry of Finance order issued vide F. No.6/18/2019-PPD dated 23.07.2020 (**Preference to Make in India**) available at **Section 6 Part C** and shall submit necessary registration certificate wherever applicable.
- l) No Near-Relationship Certificate duly filled & signed as per **Section-6 Part D**.
- m) Letter of authorization for attending bid opening event as per **Section -6 Part E**.
- n) Declaration for not having done any additions / deletions / modifications to terms of the tender document as per Section 7 Part A.
- o) Bidder's Profile & Questionnaire duly filled & signed as per **Section-8**.
- p) Tender / Bid form-**Section 9 Part A**.
- q) Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, **if work is awarded**, as per **Annexure-1**.
- r) Copy of IT returns for Assessment Years (2020-21, 2021-22 & 2022-23).
- s) Tender documents (Electronic Form- Technical. The tender document has to be downloaded and the completed tender document to be uploaded in the portal with the bidder digital signature with all relevant annexure.

- t) Checklist of the documents submitted as per **Annexure-2**.

**b. Financial envelope shall contain:**

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

**c. Offline Documents:-**

The following documents are required to be submitted offline (i.e. **offline submissions**) to **Assistant General Manager (MM), 5<sup>TH</sup> Floor, Telephone House, Raj Bhavan Road, Bangalore – 560 001** on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender numbers, name of work and the phrase: 'DO NOT OPEN BEFORE' (due date & time):

- 1) EMD / Bid security (in original) as mentioned in DNIT (Section-1) or Valid Udyam Registration Certificate (URC)
- 2) DD/ Banker's cheque of Tender fee (in original) as mentioned in DNIT (Section-1) or Valid Udyam Registration Certificate (URC)
- 3) Power of Attorney in accordance with **Clause 14. 3 of Section 4 Part A** and authorization for executing the power of Attorney.
- 4) Letter of authorization for attending bid opening as per **Section -6 Part (D)** of the tender document. Applicable if, the bidder wants to facilitate his Representative to attend in Bid opening.

**Note:** Please note that the submission of above documents is the prerequisite before bid opening on e- tendering website meaning thereby in the absence of these documents e-bid of such tenderer will not be opened. These documents should be part of Off-Line submission. BSNL reserves the right to accept or reject any bid on account of any deficiency regarding submission of Offline documents.

***All the above documents should be self-attested by the tender signing person.***

4. **Payment terms:** As detailed in **clause 11 of section-5 part A** of the tender document
5. **Penalty Clause:** As detailed in **Section-3 Clause 7** of the tender document
6. **Time line for start of services:** As per **Final Acceptance of Tender (FAT)**.
7. **Duration of Contract (Validity of tender):**

Normally contract will be awarded for **One (01) year**. However, extension for one year or part thereof will be considered, keeping in view the various factors such as exigency of service, satisfactory performance of the firm with the same terms and conditions of the tender.

**The financial limit shall be enhanced proportionately, in addition to approved tender cost, for the extended period.**



**SECTION- 3**  
**Schedule of Requirement & Specification of Work**

- 1 **Jurisdiction of Contract:** Preparation of DC Earth at BSNL Telephone exchange and BSNL BTS Site locations in **Bangalore OA** (under Bangalore BA) of Karnataka Telecom Circle.
2. **Approximate Quantum of Work:**

Sl.No	Nature of work	(Approx Qty required)
1	Equipment Earthing: a) Provisioning of new chemical earth with material ( <0.5 Ohms)	200 no.s
	b) Measurement and rejuvenation of existing earth value by chemical earthing method. (<0.5 Ohms)	210 no.s
2	Tower Earthing: a) Provisioning of new chemical earth with material (<2 Ohms)	50 no.s
	b) Measurement and rejuvenation of existing earth value by chemical earthing method. (<2 Ohms)	293 no.s
3	Extension of earth lead from earth pit to BTS IGB/Tower/inter linking with existing earthings/missing links using GI strips of 50mmx3mm with GI bolts/nuts.	10,000mtrs.

3. **Schedule of Requirement:**

1	Item description	Testing of existing earth Providing Exchange /BTS Earth Extending of GI strips wherever required.
2	Configuration to be offered	Chemical earthing for equipment: Supply& installation of 48mm dia, 3m length, 1.8mm thickness SP pure copper earthing electrode with 50Kg BFC. Chemical earthing for tower: Supply& installation of 48mm dia, 3m length, 3mm thickness SP pure GI earthing electrode with minimum of 50 Kg BFC.
3	Quantity to be provided	As per job order
4	Installation requirement	As & when ordered by the unit
5	Place of performing job	Different Exchanges/BTS sites of Bangalore OA

4. **General Conditions:**

- ❖ Successful bidder shall carry out the measurement of Earth Resistance of existing earthing as per requirement of BSNL, Bangalore OA, rejuvenation of existing Earthing & tightening of connections to get required Earth resistance, if required.
- ❖ At places where new Earthing is required, a separate list of locations will be issued along with the work order by BSNL.
- ❖ In case the resistance of the earth of existing Earthing is more than 0.5Ohm for Equipment and 2 Ohm for Tower, then a rejuvenation of Earthing shall be carried out as per the above specs for which separate work order shall be issued by BSNL.
- ❖ Successful bidder shall maintain the record of individual Earth Resistance of both existing and new Earthing.
- ❖ The individual earth measurement of both existing and new Earthing is to be taken in presence of BSNL site in-charges. In case it is found that the resistance of previously existing Earth is less than 0.5 Ohm in any of the site, then no payment will be made for that site.

- ❖ The earth measurement is to be taken in presence of BSNL site in-charge and report should be handed over to the in-charge in tabulated form and one copy should be enclosed along with the bill.
- ❖ The work of earthing is to be completed within two weeks after the issue of work order. If not completed, PGM, Bangalore BA reserves the right to disqualify such bidder and will be black listed for two years.
- ❖ The required material for earthing work is to be arranged by contractor at his own cost and contractor has to make the transportation at his own cost. No extra payment will be paid.
- ❖ The work should be carried out under the supervision of the officer assigned by the concern AGM.
- ❖ There should not be any damage to the public or private property while executing the earthing work. It is the responsibility of the successful bidder to reinstate the property up to the satisfaction of the owner or the site in-charge.
- ❖ The successful bidder must at all times follow the Industrial safety standards while executing the work and must ensure the safety of the personnel executing the work.
- ❖ The quality of all the materials used must be of high industrial standards.

5. Location for Earth Electrodes:

- ❖ Normally an earth electrode shall not be located closer than 1.5m from any building. Care shall be taken to see that the excavation for earth electrode does not affect the foundation of the building, in such cases; electrodes may be located further away from the building, with the prior approval of the Engineer-in-charge.
- ❖ The location of the earth electrode will be such that the soil has a reasonable chance of remaining moist as far as possible. Entrances, pavements and roadways, should be avoided for locating earth electrodes.

6. Specification of Work: Earthing At Various Exchanges /BTS for Chemical Earth

❖ Chemical Earthing for Equipment:

Supply & installation of chemical earthing with the following specifications:

Sl. No	PARTICULARS	DESCRIPTION
1	Technology of Offered Earth Electrode	Single pipe
2	Material of Earth Electrode	Copper (as per standards)
3	Total Length in mm	3000 mm
4	Diameter of pie in mm	48mm or more
5	Thickness of pipe in mm	1.8 mm or more
6	Type of Material used to fill the Earth Electrode	EARTH CONDUCTIVITY GREP-GIM-BFC MATERIAL (with Anti corrosive conductive compound)
7	Connectors and fasteners	Copper/brass lugs, bolts, nuts and washer
8	Permissible Earth resistance	<0.5 Ohms

❖ Chemical earthing for Tower:

Supply & installation of chemical earthing with the following specifications:

Sl. No	PARTICULARS	DESCRIPTION
1	Technology of Offered Earth Electrode	Single pipe
2	Material of Earth Electrode	GI (as per standards)
3	Total Length in mm	3000 mm
4	Diameter of pie in mm	48mm or more
5	Thickness of pipe in mm	3 mm or more
6	Type of Material used to fill the Earth Electrode	EARTH CONDUCTIVITY GREP-GIM-BFC MATERIAL (with Anti corrosive conductive compound)
7	Connectors and fasteners	Hot coated GI lugs, bolts, nuts and washer
8	Permissible Earth resistance	<2 Ohms

- ❖ Chemical Pipe Earthing shall be done only in the condition of space constraint/augment of existing Plate Earthing .In such case site in charge has to submit certificate regarding the same.
  - ❖ The size of hot dip GI strips shall be 50mmX3mm. The contractor has to provide extension of earth lead from earth pit to BTS IGB/Tower/interlinking with existing earthing with GI bolts/nuts wherever required and the running length is to be certified by the site in-charge for the same.
  - ❖ Hot Dip G.I.Plates and hot dip GI strips of 50mmX3mm are connected by GI nuts and bolts. To prevent ingress of moisture and soil the joint is made water tight by covering with Bitumen.
  - ❖ All the earthings at one site shall be interconnected in a grid form on a GI strip bus bar of size 50mmx3mm.Distribution links of size 50mmX3mm strip from earth pit to Exchange/ BTS Earth Distribution Bar (IGB) is to be extended.
  - ❖ The bends in hot dip GI strips should not be sharp but with a radius of one meter.
  - ❖ Exchange Earth Bus Bar and other connection: Each lug is connecting to Plate earth by means of hot dip GI strip. All connections are made by GI nuts & bolts for GI to GI with a lead strip of 3mm thick in between for ensuring proper surface contact as follows.  
That is,
    - Hot dip GI strips by GI nuts. Hot dip GI strip and bolts with lead strip 1to3mm thick in between.)
    - Hot dip GI strip to connected Copper strip by brass lug, nuts & bolts covered to make it moisture proof.
  - ❖ EARTH CONDUCTIVITY GREP-GIM-BFC MATERIAL: Which is to be used as back fill material around the earth electrodes to enhance the soil conductivity? It swells considerably when mixed with the water & retain moisture for long time. This improves bonding between soil and earth electrodes which is crucial part in earthing. It maintains moisture surrounding to the earth electrode. There is no need to recharge the earth pit in normal type of soil.
  - ❖ A cast iron/ MS frame with MS cover, 6mm thick, and having locking arrangement shall be suitably embedded in the masonry enclosure of size not less than 30cmx30cmx30cm(one at each site where all the chemical pipe earth shall be interconnected).
  - ❖ Pipe electrode shall be buried in the ground vertically with its top at not less than 20cm below the ground level. In locations where the full length of pipe electrode is not possible to be installed due to meeting a water table, hard soil or rock, the electrode may be in multiple parts. Pipe electrodes may also be installed in horizontal formation in such exceptional cases, or any alternative method of earthing may be adopted, with the prior approval of the Engineer-in charge, provided the required earth resistance result is achieved.
  - ❖ When more than one electrode is to be installed a separation of not less than 2m shall be maintained between two adjacent electrodes.
  - ❖ In case of Equipment earthing, the contractor shall guarantee that the earth resistance of 0.5 ohm or less is obtained in the new earth. In case the value obtained is between 0.5-1 ohm, a reduced payment of 70% of the approved rate of the item for that site will be paid. In case the value is >1 Ohm, no payment shall be made.
  - ❖ In case of Tower earthing, the contractor shall guarantee that the earth resistance of 2 ohm or less is obtained in the new earth. In case the value obtained is between 2-5 ohm, a reduced payment of 70% of the approved rate of the item for that site will be paid. In case the value is >5 Ohm, no payment shall be made.
7. Warranty as to Quality:
- The contractor shall warranty that Exchange/BTS earthing for 12 months from the date of successful AT. It shall be ensured that the work shall be free from all defect and faults and shall be of the highest grade consistent with the established and generally accepted

standards of this type and shall perform in full conformity with the specifications and drawing. The contractor shall be responsible for any defects that may develop during proper use arising from faulty materials, design or workmanship in adequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and or other wise and shall remedy such defects at his own cost when called upon to do so by the AGM incharge of installation who shall state in writing in what respect store/job is faulty.

If it becomes necessary for the contractor to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment so replaced or renewed or until the end of the above mentioned period of twelve months, which ever may be later. Similar provisions will be applicable in respect of rectification made to the job/work if any defect is not remedial within a reasonable time, BSNL may proceed to do the work/supply at the contractor's risk and expenses, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.

- Replacement/renewal/rectification under warranty clause shall be made by the contract or, free of all charges at site including freight, insurance and other incidental charges and cost.

## **SECTION-4 Part A**

### **GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

#### **1. DEFINITIONS:**

- 1.1 **"The Purchaser"** means the Bharat Sanchar Nigam Ltd, (BSNL) Karnataka Telecom Circle, Bangalore Telecom District.
- 1.2 **"The Bidder"** means the Company, individual or firm who participates in this tender and submits its bid.
- 1.3 **"The Supplier" or "The Vendor" or "Service Provider"** means the individual or firm awarded the contract.
- 1.4 **"The Services"** means Preparation of DC Earth at BSNL Telephone exchange and BSNL BTS Site locations in **Bangalore OA** (under Bangalore BA) of Karnataka Telecom Circle. Providing maintenance services for external plant which the Supplier is required to supply to the Purchaser under the contract.
- 1.5 **"The Advance Work Order" or "Letter of Intent"** means the intention of Purchaser to place the Work Order on the bidder.
- 1.6 **"The Work Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Work order shall be deemed as **"Contract"** appearing in the document.
- 1.7 **"The Contract Price"** means the price payable to the Supplier under the Work order for the full and proper performance of its contractual obligations.
- 1.8 **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- 1.9 **"Successful Bidder (s) or Contractor"** means the bidder(s) to whom work in this tender is awarded.
- 1.10 **"Cluster"** mean the Group of exchanges / cluster of contiguous exchanges.
- 1.11 **"SSA/OA"** means Secondary Switching Areas/ Operational Areas defined by BSNL (generally comprising of one or more revenue districts).
- 1.12 **"BA"** means Business Area comprising of one or more SSAs /OAs

#### **2. ELIGIBILITY CONDITIONS:**

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

#### **3. COST OF BIDDING:**

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

#### **4. DOCUMENTS REQUIRED:**

- 4.1. The detailed list of Goods / services required to be provided by the bidder, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result

in rejection of the bid.

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

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by Fax & by Email (both) to tender inviting authority as indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives **latest up to 7 days from issue of NIT** Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. (Format for submission of queries in Excel sheet only)
- 5.2. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant Clauses of the bid documents.

#### **6. AMENDMENT OF BID DOCUMENTS:**

- 6.1. BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2. The amendments shall be notified in writing by Fax or Email or by Addendum through e-tendering portal to all prospective bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them.
- 6.3. In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

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

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

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

#### **8. 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 provided along with the prices as per **Section- 9**.

#### **9. BID PRICES:**

- 9.1 The bidder shall give the total composite price inclusive of all levies and taxes, but excluding Goods and Service Tax (GST) which will be paid extra as per actual, wherever applicable. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated on the Price Schedule shall be entered in the following manner:
  - (i) The rates quoted shall be inclusive of all taxes.
  - (ii) The bidder shall quote only one rate for each item as per price schedule given in **Section 9 Part-B**.
- 9.3 A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.
- 9.4 The rate quoted by the bidder shall be in figures as well as in words.
- 9.5 **“DISCOUNT”, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, etc. into account.**
- 9.6 The rate/price approved by the B.S.N.L. for the services required will be inclusive of levies and taxes, transportation as mentioned in **Para 9.1** above but excluding Goods and

Service Tax (GST) which will be paid extra as per actual, wherever applicable.

**10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the documents as per **Clause 4 (a) of Section-2 (Tender Information) or whichever is required as per eligibility terms and conditions of Bid Documents.**

10.2 **Documentary evidence for financial and technical capability:** The bidder shall furnish documentary evidence that he has the financial, technical and performance capability necessary to execute the contract.

**11. DOCUMENTS ESTABLISHING SERVICES' CONFORMITY TO BID DOCUMENTS:**

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

11.2 The documentary evidences of the "services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:  
A Clause-by-Clause compliance on the Purchaser's Job Specifications and Commercial Conditions demonstrating substantial responsiveness to the Job Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Job Specifications and Commercial Conditions shall be given by the bidder. A bid without Clause-by-Clause compliance of the Scope of Work, Section 3, General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions (**Section-5 Part A, B**) shall not be considered.

**12. BID SECURITY / EMD:**

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

12.2 The MSME bidders are exempted from payment of bid security as mentioned in **Section-1 (DNIT).**

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

12.4 A bid not secured in accordance with **Para 12.1 and 12.2** of this Section shall be rejected by BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process)

12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by BSNL pursuant to **Clause 13** of this Section.

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** of this Section and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity/sites in pursuance to **Clause 24** of this Section.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with **Clause 28.**

**13. PERIOD OF VALIDITY OF BIDS:**

13.1 Bid shall remain valid for period specified in **Clause 2 of Section-2 (Tender Information).** A bid valid for a shorter period and if on pointing out by BSNL for same, the bidder does not undertake to make his bid valid for required duration then the bid shall be rejected by BSNL and treated as non-responsive.

13.2 In exceptional circumstances, BSNL may request the consent of the bidder for an extension

to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under **Clause 12** of this section shall also be suitably extended. The bidder may refuse the aforesaid request without risk of forfeiture of its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

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

14.1 The bidder shall submit his bid online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (DSC) with Class 2 or above (in case of e-tendering) & by hand signatures (for manual bidding process) by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

**14.3 POWER OF ATTORNEY:**

- a. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- b. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d. In case, authorized signatory of the bid (i.e. PoA holder) is different than the person who submits the online bids using digital signatures certificate (DSC), then the power of Attorney should also include the name of this person submitting online bids on e-tender portal.

**15. Method for submission of bid documents:** In this tender the bidder has to participate in **e-tender online**.

*(For details procedure please refer Section-4 Part-C)*

**16. SUBMISSION OF BIDS:**

16.1 Bids must be submitted online only by the bidders on or before the specified date & time indicated in **Section-1 i.e. DNIT**.

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

**17. LATE BIDS:** No bid shall be accepted after the specified deadline for submission of bids prescribed by BSNL.

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

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

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

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



## 19. OPENING OF BIDS BY BSNL:

- 19.1 BSNL shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in **DNIT(Section-1)** on due date.
- 19.2 The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in **Section-6 Part E**).
- 19.3 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.4 Name of envelopes to be opened & information to be read out by Bid Opening Committee
- (i) In Single stage bidding & single stage Opening (single envelope) system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT- **(Not Applicable for this tender)**
  - (ii) In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to **Assistant General Manager (MM), 5<sup>TH</sup> Floor , Telephone House, Raj Bhavan Road, Bangalore – 560 001** (as applicable) for retention. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.  
The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.
  - (iii) The following information should be read out at the time of Techno-commercial bid opening:-
    - a) Name of the Bidder
    - b) Name of the item
    - c) EMD amount & validity and acceptability
    - d) Information in respect of eligibility of the bidder.
    - e) Details of bid modification/ withdrawal, if applicable.
  - (iv) The following information should be read out at the time of Financial bid opening:-
    - a) Name of the Bidder
    - b) Name of the item
    - c) Prices quoted in the bid
    - d) Discount, if offered
    - e) Taxes & levies

(Information as per electronic forms shall be populated as comparison chart on e-tender system and no information shall be read out)
- 19.5 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

## 20. CLARIFICATION OF BIDS:

- 20.1 To assist in the examination, evaluation and comparison of bids, BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However BSNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

**21. PRELIMINARY EVALUATION:**

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

**22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

- 22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **clause 21** of this section.
- 22.2 The evaluation and comparison of responsive bids shall be on the total cost of the tender arrived at by multiplying no. of items indicated in scope of work and rate quoted by bidder. The tender will be evaluated as a single package of all items given in financial bid.

**23. CONTACTING BSNL:**

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

**24. PLACEMENT OF ORDER: (for more details kindly refer Section-4 Part-B)**

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

- 25.1. (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.
- (b) BSNL also reserves the right for placement of additional order or **up to 50%** of the additional quantities of goods and services contained in the running tender/ contract during contract period from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, 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 during contract period from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly)

with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity. Accordingly tender cost will also be **increased by 100%**. BSNL also reserves the right to vary quantities at any time during the currency of contract.

(d) In all above such cases the financial limit shall also change accordingly.

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

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

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

## **27. ISSUE OF ADVANCE WORK ORDER:**

- 27.1 The issue of an Advance Work Order shall constitute the intention of BSNL to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance work order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at **Section-7B**, failing which his EMD may be forfeited and bid is liable to be cancelled.

## **28. SIGNING OF CONTRACT:**

- 28.1 The successful bidder will have to execute an agreement on a non judicial stamp paper of appropriate amount (the cost of the stamp to be borne by the bidder) in the prescribed format to effect that the tenderer is bound by the terms & conditions of the agreement.
- 28.2 The signing of agreement shall constitute the award of contract on the bidder.
- 28.3 Upon the successful bidder furnishing performance security pursuant to **Clause 27** of this Section, the Purchaser shall discharge the bid security in pursuant to **Clause 12** of this Section, except in case of L-1 bidder, whose EMBG / EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to **Clauses 24 & 27** of this Section.

## **29. ANNULMENT OF AWARD:**

- Failure of the successful bidder to comply with the requirement of **Clause 27 & 28** shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other bidder on its discretion or call for new bids.
- If a Contractor fails to start the work within stipulated time, then his tender will be straight away rejected and the work will be got done from another contractor at the **risk and cost** of the defaulted contractor.

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

## **31. REJECTION OF BIDS:**

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied,

special attention of bidder is invited to the following Clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- a) **Clauses 12.1 & 13.1 of Section- 4 Part A:** The bids will be rejected at opening stage if Bid security is not submitted as per **Clause 12.1** and bid validity is less than the period prescribed in **Clause 13.1** mentioned above.
  - b) **Clause 2 & 10 of Section-4Part A:** If the eligibility condition as per **Clause 2** of Section 4 Part A is not met and/or documents prescribed to establish the eligibility as per **Clause 10** of Section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
  - c) **Clause 11.2 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 Part- B Price Schedule:** Prices are not filled in as prescribed in price schedule.
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in **Clause 31.1(a), 31.1(b) of Section-4 Part A**, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of work order against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

As per **Appendix-1 to Section 4 Part A**.

**33.** Clause deleted.

## **34. NEAR-RELATIONSHIP CERTIFICATE:**

34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time

Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

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

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

34.4 The format of the certificate is given in **Section 6 Part D**.

**35. VERIFICATION OF DOCUMENTS AND CERTIFICATES:**

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

**Note for Tender opening Committee:**

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

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

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

Sl. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD. b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work & services except to make the already received complete work in hand.
<b>Note 1:</b> However, in this case the performance guarantee if alright will not be forfeited.		
<b>Note 2:</b> Payment for already received completed work shall be made as per terms & conditions of PO/ WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender: (i) If detection of default is prior to award of AWO (ii) If detection of default after issue of AWO but before receipt of PG/ SD (DD, BG etc.) (iii) If detection of default after receipt of PG/ SD (DD, BG etc.) (iv) If detection of default after issue of WO	i) Rejection of Bid & ii) Forfeiture of EMD. i) Cancellation of AWO, ii) Rejection of Bid & iii) Forfeiture of EMD. i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
<b>Note 3:</b> However, settle bills for the services received if pending items do not affect working or use of supplied items.		
<b>Note 4:</b> No further supplies are to be accepted except that required to make the already supplied items work. <b>Special Note 1:-</b> Authority competent to take final decision: GM BGBA		

2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties &amp; responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tenderbids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>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>
Special Note 1:- Authority competent to take final decision: GM BGBA		
3	<p>Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.</p>	<p>Forfeiture of EMD.</p>
Special Note 1:- Authority competent to take final decision: GM BGBA		

4.1	<p>Failure to execute the work at all even in extended delivery schedules, if granted against WO.</p>	<p>i) Termination of PO/ WO.                  ii) Under take work at the risk of defaulting bidder                  iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	<p>Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided                  ii) Under take work at the risk of defaulting bidder                  iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.</p>
Special Note 1:- Authority competent to take final decision for 4.1 & 4.2 by DGM concerned		
5.1	<p>The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.</p>	<p>i) If the material 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                  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</p>

		from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit	<p>i) If the material 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>
	Special Note 1:- Authority competent to take final decision for 5.1 & 5.2 by DGM concerned.	
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 'Set off' 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 amount higher than that approved by BSNL for that service.	
	<b>Note 5:</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	<b>Note 6:</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
	Special Note 1:- Authority competent to take final decision: GM BGBA.	
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> <p>iv) Legal action will be initiated by BSNL</p>
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	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.	against the Vendor if required.
	c) tampers with the billing related data/ invoicing/account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	

	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) Undertakes any action that affects/ endangers the security of India.	
Special Note 1:- Authority competent to take final decision: GM BGBA.		
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<ul style="list-style-type: none"> <li>i) Termination/ Short Closure of the WO.</li> <li>ii) Settle bills for the service received if pending work does not affect the working or use of the services received.</li> <li>iii) Under take work at the risk of defaulting bidder</li> <li>iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</li> </ul>
Special Note 1:- Authority competent to take final decision: GM BGBA.		
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<ul style="list-style-type: none"> <li>i) Termination/ Short Closure of the WO.</li> <li>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</li> <li>iii) Under take work at the risk of defaulting bidder</li> <li>iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</li> </ul>
Special Note 1:- Authority competent to take final decision: GM BGBA.		
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.

	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) In spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
Special Note 1:- Authority competent to take final decision: GM BGBA.		
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
Special Note 1:- Authority competent to take final decision: GM BGBA.		
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 contractor 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.	
	Special Note 1:- Authority competent to take final decision: GM BGBA.	
13	Circumstances for rescission of contract	
	<p>a) If the contractor commits breach of any item of terms and conditions of the contract.</p> <p>b) If the contractor suspends or abandons the execution of work completely in contract and SSAhead comes to conclusion that works awarded to contractor could not be completed by due date for completion or the contractor had already failed to complete the work by that date.</p> <p>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.</p>	<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>
	Special Note 1:- Authority competent to take final decision: GM BGBA.	
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note 8:-</b> In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
<b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.		

**SECTION-4 Part B**  
**SPECIAL INSTRUCTIONS TO BIDDERS**

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in

**Section-4 Part A** i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

**1. Evaluation**

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

Step I: Fulfillment of requirements of Eligibility criteria, EMD and tender fee.

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

Step III: Selection of Successful Bidder

**1.2. Step I - Responsiveness check of Techno-Commercial Bids**

1.2.1. The Techno-Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in **Clause 4 of DNIT**

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

- a. Bids that are incomplete i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, format for disclosure, valid EMD;
- b. Bid not signed by authorized signatory and / or stamped in the manner indicated in this Bid Document;
- c. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Qualification Requirements;
- d. Information not submitted in formats specified in the Bid Document
- e. Bid not providing information/ document to satisfy Qualification Requirements;
- f. Bidder not meeting the criteria mentioned in **Clause 4 of Section 1 DNIT** of this Document
- g. Bid validity being less than that required as per **Clause 13 Section 4 Part A** of this Bid Document;
- h. Bid being conditional in nature.
- i. Bid not received (Electronic and offline) by due date and time as specified in **Clause 5 of DNIT**;
- j. More than one Bidding Company using the credentials of the same Parent /Affiliate;
- k. Bidder delaying in submission of additional information or clarifications sought by BSNL.
- l. Bidder makes any misrepresentation of facts.
- m. Bid not accompanied by valid EMD

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

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

1.3.1. After ensuring EMD with respect to its amount and validity; evaluation of Bid will be carried out based on the information furnished by the Bidder as per the prescribed Formats in **Section 7** and related documentary evidence in support of meeting the Qualification Requirements as specified in **Clause 4 of Section 1 DNIT**.

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

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

1.4.1. Only the bids qualifying in Step II above shall be financially evaluated on basis of their quote as per financial schedule in **Section 9 Part-B**.

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

**AWO.**

- 1.4.3. If the Successful Bidder, to whom the AWO has been issued, does not accept the AWO unconditionally, BSNL reserves the right to annul the award of the Letter of Intent to such Successful Bidder and forfeit EMD (in case of L-1 bidder).
- 1.4.4. It shall not be binding upon BSNL to accept the lowest bid as successful.
- 1.4.5. It shall not be obligatory on the part of BSNL to furnish any information or explanation for cause of rejection of Bid or part of the Bid. Notwithstanding anything stated above, BSNL reserves the right to assess the credibility, capability and capacity of the bidders and viability of the Proposal to perform the contract should circumstances warrant such an assessment in the overall interest of BSNL and Bidder shall furnish all other required documents to BSNL.
- 1.4.6. BSNL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this Bid Document and make its own judgment regarding the interpretation of the same. In this regard BSNL shall have no liability towards any Bidder and no Bidder shall have any recourse to BSNL with respect to the selection process.
- 1.4.7. BSNL shall evaluate the Bids using the evaluation process specified above, at its sole discretion.
- 1.4.8. BSNL's decision in this regard shall be final and binding.

**2. AWARD OF CONTRACT ON COUNTER OFFER:** BSNL shall consider placement of orders on those eligible bidders whose offers have been found technically, commercially and financially acceptable. The L-1 bidder is one who quotes the lowest rate.

- 1.5. BSNL is not bound to award contract at the lowest quoted rate received in the BID offer and reserves the right to decide on fair and reasonable rate of the work tendered and counter offer the same to the eligible bidders. In such a case, the final negotiated and approved L1 rate as declared by BSNL shall be the rate at which contract will be awarded on such of the tenderers who accept the final approved L1 rate.
- 1.6. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidder.

**3. Selection Criteria:-**

Maximum 03 (Three) contractors are required for this tender works. However BSNL has got the discretion to allot additional contractors depending on the actual work requirement. Contractor will be selected from the technically qualified list based on their Financial Bid ranking. The successful contractors have to carry out the works Preparation of DC Earth at BSNL Telephone exchange and BSNL BTS Site locations in **Bangalore OA** (under Bangalore BA) of Karnataka Telecom Circle.

3.1 L-1, L-2, L3.....are financial rating of bidders in ascending order. L-1 is the lowest bidder.

**3.2 Distribution of quantity of work:**

The L1 contractor will be allotted 50% of the work. L2 & L3 bidders who accept the counter offered L1 rates will be allotted 30% and 20% of the work respectively. In case of one of the L2 or L3 bidders do not accept the counter offered L1 rate the ratio of 60:40. And in case both the L2 & L3 bidders do not accept the counter offered L1 rate the entire quantity (100%) of the work will be allotted to L1 bidder. In case number of qualified bidder is less/more than the requirement, the allocation of the work shall be as per the table below:-

**Allocation of the work will be carried out by considering the clause 6.1 & 6.2.**

4. To reallocate the work keeping in principle subject to logistics and administrative convenience the percentage of work to be allotted to L-1 bidder and other bidders also varies, depending on the no. of contractors awarded. Performance of the Contractor will be monitored during the execution of the works and accordingly further works will be awarded.
5. **In case of rate quoted by multiple bidders is same, BSNL reserves the right to reject the tender and re float the tender without assigning any reason.**
6. Principal General Manager, BSNL, Bangalore Telecom District reserves the right to accept or reject any tender or all tenders and the right to re float the tender without assigning any reasons. BSNL also does not bind itself to accept the lowest offer. BSNL also reserves the right to distribute the work and award the contract to any number of contractors, as and when required.

**6.1. Allocation of quantum of work without the participation of MSE bidder or all bidders are MSE**

Table A	
No. of bidders	Distribution Of works
1	L1:100%
2	L1:60% and L2: 40%
3	L1:50% ; L2: 30% and L3: 20%

**6.2. Allocation of quantum of work with participation of MSE & Non- MSE bidders and L-1 bidder is Non-MSE;**

Table B	
No. of bidders	Distribution Of works
1	L1:75% and MSE bidder 25%
2	L1: 45%, L2: 30% and MSE bidder(s): 25%
3	L1: 38%, L2: 22, L3: 15% and MSE bidder(s) 25%

**Note:**

- 1) The allocation of quantity shall be made as per **Table A** when all bidders happen to be non-MSE bidders and there is no qualified MSE bidder.
  - 2) The allocation of quantity shall be made as per **Table A** when all the bidders happen to be MSE bidders.
  - 3) The allocation of quantity shall be made as per **Table B** when qualified bidders are from both MSE and non-MSE group.
  - 4) In case of one MSE registered bidder getting qualified in the Tender then **Table B** shall be followed. In case there are more than one MSE bidder getting qualified whose quoted rate is within +15% of L1 rate then 25% reserved quantity shall be distributed among such MSE bidders.
  - 5) The MSE bidders become entitled to get the concession of allocation of quantity when the quoted rate is within +15% of L1 rate.
  - 6) If there are two or more bidders offered the same L-1 rate in a tender then these bidders shall be evaluated as the tenderer having highest experience in as per **Clause 3.2 of Section-1 (DNIT)** precede to the one having lower experience for considering for the award of work. The final ranking, L-1, L-2, L-3 etc. shall be worked out using the highest experience.
- **BSNL RESERVES THE RIGHT TO LIMIT THE NUMBER OF CONTRACTORS AND AREA ASSIGNED TO THEM DEPENDING ON THE NEED.**
  - BSNL however reserves the right to depart from the guidelines for the distribution of quantities of work amongst the successful bidders depending upon the urgency and other factors prevailing at the time of deciding the tender or during the execution of work on an emergency nature.

## Section- 4 Part C

### E-tendering Instructions to Bidders

#### General:

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL, BGBA has decided to use the E tender portal (<https://etenders.gov.in>) through Central Public Procurement Portal of NIC, (Govt. of India) New Delhi. Benefits to Suppliers are outlined on the Home-page of the e tender portal.

#### Instructions:

1. **Tender Bidding Methodology:** Sealed Bid System – 'Single Stage – TWO Envelope'
2. **Broad outline of activities from Bidders prospective**
  1. Procure a Digital Signing Certificate (DSC)
  2. Register on Central Public Procurement Portal (CPP Portal) (<https://etenders.gov.in>)
  3. Create Users and assign roles on E-TENDER PORTAL
  4. View Notice Inviting Tender (NIT) on E TENDER PORTAL
  5. Download Official Copy of Tender Documents from E-TENDER PORTAL
  6. Bid-Submission on E-TENDER PORTAL
    - a) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
    - b) Utmost care may be taken to name the files/documents to be uploaded on E-TENDER PORTAL. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in E-TENDER PORTAL	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QA Certificate(1)	not allowed	Special characters not allowed
QA Certificate	allowed	Under score allowed between words /characters
QA Certificate	allowed	Upper & lower cases allowed

- c) It is advised that **all the documents to be submitted (See clause 5 of Section V) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.** BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of each document (Preferably below 5 MB) may be checked.
7. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL : Opening of Techno-commercial Part
8. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.
9. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL: Opening of Financial-Part(Only for Technical Responsive Bidders)

## 10. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the E- TENDER PORTAL (<https://etenders.gov.in>).

3. **Digital Certificates**

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

4. **Registration**

**To use the e-tender portal (<https://etenders.gov.in>) Vendor/Contractor need to register on the e-tender portal.** The vendor should visit the home-page of the e tender portal (<https://etenders.gov.in>) and go to the e-procure link then select **Bidders Manual Kit**.

To use the Electronic Tender e tender portal (<https://etenders.gov.in>) or through the circle website <https://etenders.gov.in> vendor needs to register on the e tender portal. Registration of each Organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/e tender portal, and click on the 'Register Me' tab on the Home Page), and follow further instructions as given on the site.

g) Pay Annual Registration Fee as applicable.

**Note:** After successful submission of Registration details and Annual Registration Fee (as applicable), please contact the company providing e-tender.

Helpdesk (as given below) to get your registration accepted/activated

**NIC Helpdesk;**

Telephone No. (Toll Free): 1800 233 7315

E-mail ID : [cppp-nic@nic.in](mailto:cppp-nic@nic.in) (Please mark cc to [support-nic@ncode.in](mailto:support-nic@ncode.in))

**BSNL Contact-1**

**BSNL's Contact Person** Sri Binesh K B SDE MM  
**Telephone& Mobile** 9449850337  
**E-mail ID** [bsnl.binesh@gmail.com](mailto:bsnl.binesh@gmail.com)

**BSNL Contact-2**

**BSNL's Contact Person** Sri N Srinivas Murthy, AGM MM  
**Telephone & Mobile** 9449838038  
**E-mail ID** [agmccbgtd@gmail.com](mailto:agmccbgtd@gmail.com)

5. **Method for submission of bid documents:** In this tender the bidder has to participate in e-tender online.

5.1 **Offline submission:** The bidder shall submit the documents offline (i.e. Offline Submission) O/o AGM (MM), 5TH Floor, Telephone House, Raj Bhavan Road, Bangalore-01 on or before the date & time of submission of bids specified in NIT.

**For list of documents kindly refer Clause No. 4 (c) of Section-2 Tender Information.**

5.2 **Online submission:**

5.2.1 List of Documents in the 'Technical Bid Folder' to be uploaded on e-tendering portal

5.2.2 **For list of documents kindly refer Clause No. 4 (a) of Section-2 Tender Information.**

5.2.3 Contents of second envelope i.e. Financial Envelope: **Price Schedule (as per Section 9 Part-B)**



**Note:**

- (ii) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause is not applicable on us.
- (iii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

**6. Price Schedule /Schedule of Quoting Rates:** Utmost care may kindly be taken to upload price schedule / Schedule of Quoting Rates. Any change in the format of Price Schedule / Schedule of Quoting Rates file shall render it unfit for bidding. Following steps may be followed-

- 1) Download Price Schedule / Schedule of Quoting Rates in XLS format.
- 2) Fill rates in downloaded Price Schedule / Schedule of Quoting Rates as specified in XLS format only in white background cells. Don't fill in grey background cells.
- 3) File is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded
- 4) Save filled copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

For further instructions, the vendor should visit the home-page of the e tender portal (<https://etenders.gov.in>), and go to the **Bidders Manual Kit**. The compatible support software (PDFConverter, Java, etc) for online bid submission may be downloaded from E-tender portal or anywhere else.

The help information provided through 'E- TENDER PORTAL User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

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

**Note: The special instructions to contractors/Bidders for e-submission of bids online through <https://etenders.gov.in> which are mentioned below for ready reference-**

1. Bidder should do the registration in the tender site <https://etenders.gov.in> name using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority (NICCA)/MTNL/SIFY/TCS / nCode/eMudhra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can upload well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.

8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
11. The **Tender Approving Authority (TAA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
12. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
13. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
14. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
15. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
16. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (**as per Server System Clock**).
17. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**
  - For any other queries, the bidders are asked to contact through  
**Mail: email id of the e tender portal service provider: cppp-nic@nic.in** (Please mark cc to support-nic@ncode.in)

**7. Key Instructions for Bidders:**

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to;

- 1) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on E-TENDER PORTAL.
- 2) Register your organization on E-TENDER PORTAL well in advance of your first tender submission deadline on E-TENDER PORTAL.
- 3) Get your organization's concerned executives trained on E-TENDER PORTAL using online training module well in advance of your tender submission deadline on E-TENDER PORTAL.
- 4) Submit your bids well in advance of tender submission deadline on E-TENDER PORTAL as there could be last minute problems due to internet timeout, breakdown, etc.

*(BSNL should not be responsible for any problem arising out of internet connectivity issues).*

While the first three instructions mentioned above are especially relevant to first-time users of E-TENDERPORTAL, the fourth instruction is relevant at all times.

**8. Minimum Requirements at Bidders end**

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

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

1. **APPLICATION:** The general condition shall apply in contracts made by the purchaser for the procurement of goods/ services.
2. **STANDARDS:** The works to be executed under the contract shall conform to the standards prescribed in the scope of work as well as special terms & conditions.
3. **PRICES:** Prices charges by the contractor for the work performed under the contract shall not be higher than the prices quoted by the contractor in his financial bid.
4. **PERFORMANCE SECURITY:**
  - 4.1 "All Suppliers (including MSEs who are registered with the designated MSME bodies like National Small Scale industries Corporation etc.) shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance Purchase Order within 14 days from the date of issue of advance purchase order by the purchaser".
  - 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
  - 4.3 The performance security Bond shall be paid in follows Ways:
    - a) Demand Draft/ Banker's cheque drawn in favour of "AO (Cash) HQ, BSNL Bangalore Telecom District" Payable at Bangalore
    - b) Bank Guarantee from a scheduled bank and in the Proforma provided in 'Section -7 B of this Bid Document.{valid for 18 months}
  - 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations, including any Warranty obligations under the contract.
  - 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance Work Order/ Lol, within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
  - 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
  - 4.3 No interest will be paid to the contractor on the security deposit.
  - 4.4 The performance security Bond shall be in the form of either FD/DD in favour of "**Accounts Officer - Cash (HQ), BSNL, BGTD**" or in form of Bank Guarantee issued by a Nationalized / Scheduled Bank in India and in the proforma provided in **Section-7B** of this Bid Document.
  - 4.5 The validity period of Performance Security in the form of Performance Bank Guarantee (PBG) should be in proportion to the contract period as per the details given below:
 

<u>S. No.</u>	<u>Contract Period</u>	<u>Validity Period of Performance BG</u>
1)	1 year	1 Year and 5 months

    - a) However, in no case the validity period of the PBG should be less than the period by which all the contractual obligations of the bidders in the respective tenders are likely to be fulfilled.
    - b) BSNL may ask for extension(s) of the validity period till the time all contractual obligations have been satisfactorily performed by the supplier/contractor.
  - 4.6 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
  - 4.7 The performance security deposit with the BSNL will be considered for adjustment against penalties, any other statutory levies and any loss to BSNL properties, if any reported, at the time of final conclusion of the contract and final settlement of account.

- 4.8 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:** The procedure for preparation of bills is enumerated as under;
  - 11.1 90% Payment shall be made after successful completion of A/T and 10% payment shall be released after the successful completion of the warranty period.
  - 11.2 No payment will be made for goods rejected and if earthing fails the A/T.
  - 11.3 The bill will be prepared by the contractor after successful completion of A/T.
  - 11.4 The contractor shall submit the bill within 15 days along with successful completion of A/T certificate to concerned JTO/SDE.
  - 11.5 Work order will be given by In Charge AGM.
  - 11.6 The contractor shall prepare the bills in triplicate ensuring execution of work in its completeness as envisaged above, correctness of rates and quantum of work and submit the bills to JTO/SDE Incharge of work.
  - 11.7 The necessary penalty amount will be deducted from the bill itself by concerned I/C (SDE/JTO) in case such penalty is required to be imposed.
  - 11.8 The payment will be made through NEFT/RTGS.
  - 11.9 No interest shall be paid for any delayed payment.
  - 11.10 No. advance payment will be made.
12. **Recovery of sum due:** Whenever any claim for the payment of a sum of money has arisen out of or under this contract against the contractor, the BSNL shall be entitled to recover such sum by appropriating in part or whole of the security deposit furnished by the contractor. If the amount of security is not sufficient, then the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with Pr. GM, BGBA. The contractor shall pay to the BSNL on demand the remaining balance due.
13. **PENALTY CLAUSE: Kindly refer Section 3 Clause 7.**
14. **FORCE MAJEURE:**
  - 14.1 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.

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

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

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

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

**16. ARBITRATION**

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

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

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

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

16.4 Neither party shall appoint its serving employee as arbitrator.

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

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

16.7 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be

followed, where the claim amount is up to Rs. 5 Crores.

**16.8 Fast Track Procedure –**

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

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

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

- 16.8.8 In case arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel / stay and the expenses incurred shall be shared equally by the parties.
- 16.8.9 The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).
- 16.8.10 Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this Clause.

**17. SET OFF:**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the

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

**18. COURT JURISDICTION:**

- 18.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 18.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

**“This Contract/ PO is subject to jurisdiction of Court at Bangalore (KARNATAKA) only”.**

**19. General Guidelines:**

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

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**SECTION –5 Part B**  
**SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)**

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

1. **The successful tenderer / contractor shall** submit an Indemnity bond declaration, as per **Annexure-1**, for indemnifying BSNL against any non-compliance by bidder to any of the applicable statutory requirements, if the work is awarded to them.
2. **Safety of Labour and BSNL property:** The **successful tenderer / contractor shall** be solely responsible for payment and compensation under **WC Act 1923** as in force from time to time applicable in the event of accident causing injury/death to his workers. BSNL, BGBA shall not be responsible in any manner.
  - 2.1 The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident or death of the contractor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained / accepted by the BSNL.
  - 2.2 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards / flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. Nothing extra shall be paid on this account.
  - 2.3 Contractor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his Labour in carrying out the work and the same shall be rectified / compensated by the contractor at his own cost.
  - 2.4 It will be sole responsibility of the contractor that the men deployed for the purpose of Preparation of Earth at BSNL sites are to be trained to avoid any mishap, directly or indirectly.
  - 2.5 On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and just the program for execution accordingly.
  - 2.6 The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work at the **risk and cost of the contractor** and payment will be settled on prorated basis.
  - 2.7 The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.
  - 2.8 The contractor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers. PGM BA/ GM (OP) OA shall not involve in any manner.
  - 2.9 The successful contractor shall comply with all the applicable **labour laws** and keep the BSNL and its staff indemnified against any violations by his firm.
  - 2.10 The decision of PGM BA/ GM (OP) OA on any matter connected to this tender is final & binding on bidder.



**Section-VI Part A**  
**(To be produced in Firm/Company's letter head)**

**UNDERTAKING & DECLARATION**

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

**a) Certified that:**

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

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

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender 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 SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. I/We the sole prop/ partner / Director of M/s \_\_\_\_\_ has never ever been debarred and / or blacklisted by any Dept of Central Govt./ State Govt / PSU/Public bodies / Municipalities / GST Authorities/BSNL and not having any ongoing litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or Pop of such firm which is either debarred, BlackOlisted or has entertained litigation or having ongoing litigation or court cases or money suiots pending regarding the failure of providing goods and services.

The above declarations are given in accordance with the NIT conditions: .....

Place: .....

Name of Tenderer .....

Along with date & Seal

**SECTION-VI Part B**  
**UNDERTAKING & DECLARATION**  
CERTIFICATE TO BE SUBMITTED BY THE BIDDER  
(ON COMPANY'S/FIRM'S LETTERHEAD)

**This is to certify that I/We, M/s .....(Name & Address) the bidder/the front Bidder of this tender M/s .....(Name & Address) have read the clause 4.1(g) of Section 1 and 1.1(g) of Section 4 Part B of NIT regarding restrictions on procurement from a bidder of a country which shares a land border with India:**

1. I/We certify that this bidder is not from such a country or, if from such country, has been registered with the Competent Authority as per order issued by Department of Expenditure, Ministry of Finance vide F. No.6/18/2019-PPD dated 23.07.2020, and its subsequent clarifications, if any. I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable evidence of valid registration by the Competent Authority shall be attached).
2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later stage, this would be ground for the immediate termination and further legal action in accordance with Law.

Date : .....

.....

Signature of Tenderer

Place: .....

Name of Tenderer .....

Along with date & Seal

**SECTION-VI Part C**  
**(To be produced in Firm/Company's letter head)**

**Form 1**

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

Date:

-----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: 18-10/2017-IP dated 29.08.2018.

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.

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

1. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
2. Date on which this certificate is issued
3. Telecom Product/Services/Works for which the certificate is produced
4. Procuring agency to whom the certificate is furnished
5. Percentage of LC claimed
6. Name and contact details of the unit of the manufacturer
7. Sale Price of the product
8. Ex-Factory Price of the product
9. Freight, insurance and handling
10. Total Bill of Material
11. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
12. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
13. 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)

**Section VI Part D**  
**Near Relative Certificate**

**To:**

The Assistant General Manager (MM),  
5<sup>th</sup> Floor, Telephone House  
Bangalore 560001

**Sir,**

**Sub:** Near Relative Certificate

**Ref:** Tender Notification No. AGM (MM)/-----dated-----

“I.....s/o..... r/o..... hereby certify that none of my near relative(s) of all directors / Partners of M/s \_\_\_\_\_ as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.”

Definition of near relative:

- i. Members of a Hindu Undivided family
- ii. They are Husband & wife
- iii. The one is related to the other in the matter as father, mother, son(s), and son's wife (daughter-in-law) daughter's husband (Son-In-law), brother(s) wife, sister's & sister's husband (brother-in-law)

Yours Truly,

(Signature with seal)

**Note:** In case of proprietorship firm certificate will be given by the proprietor. For Partnership firm certificate will be given by the all partners and in case Limited company by all the Directors of the company.

**SECTION –VI (E)**  
**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**  
[To reach AGM (MM) before date of bid opening]

To

ASSISTANT GENERAL MANAGER (MM),  
O/O GENERAL MANAGER (NWP-CFA),  
V FLOOR, TELEPHONE HOUSE,  
RAJ BHAVAN ROAD,  
BENGALURU – 560 001.

**Subject:** Authorisation for attending bid opening on .....(date)  
In the Tender of .....

\*\*\*\*\*

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ..... (Bidder) in order of preference given below.

<u>Order of Preferences</u>	<u>Name</u>	<u>Specimen Signatures</u>
I.		
II.		
Alternative Representative		

Signature of bidder Or  
Officer authorized to sign the bid  
Documents on behalf of the bidder

- Note: 1. Maximum two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed, alternate representative will be permitted when regular Representative is not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**SECTION –VI (F)**

**(In case of Sole Proprietorship Rs 100 stamp paper)**

**AFFIDAVIT**

I, Smt/Sri .....S/o..... is the Sole Proprietor of the Firm M/s..... Located at No. ....  
.....and is accountable to all tax liabilities of the said firm.

Signature  
Name of the Proprietor of the Firm & Seal

---

**ATTESTED**  
**Notary Public**  
**(Signature with Official Seal)**

**OR**

**(SUB – REGISTRAR) .....**  
**(Of concerned State)**

**SECTION –VI (G)**  
**PROFORMA OF POWER OF ATTORNEY**  
**Non-Judicial Stamp**  
**POWER OF ATTORNEY**

Be it known all to whom it concerns that: -

1. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_
2. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_
3. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_

I, the Proprietor/We all the Partners/Directors of M/s \_\_\_\_\_ (Address) \_\_\_\_\_ hereby appoint

Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_ as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the PGM, Bangalore Telecom District, Bangalore in connection with their Tender Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ due for opening on \_\_\_\_\_.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s \_\_\_\_\_. And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

- 1.
- 2.

Signature of the Proprietor/Partners/Directors

- 1.
- 2.
- 3.

—

Accepted  
(Signature of Signatory of Tender Offer of the firm)

ATTESTED  
Notary Public  
(Signature with Official Seal)

**OR**  
REGISTERED  
Before  
( SUB – REGISTRAR ) ..... (of concerned State)

**SECTION- 7  
PROFORMAS**

**Section 7 (A)  
Certificate for Downloaded Document**

(TO BE GIVEN IN CASE THE TENDER DOCUMENT IS DOWN LOADED FROM WEB)

The downloaded tender document as published at the website ([www.karnataka.co.in/www.etenders.gov.in](http://www.karnataka.co.in/www.etenders.gov.in) ) has been used for bidding in this tender. It is certified that no modification has been done to the contents of the document.

Place:

Date:

Signature of the bidder  
(Seal / Rubber stamp of the firm)



**7(b) For the BID SECURITY/EMD Guarantee**  
**For the BID SECURITY/ 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 Principal General Manager, Bangalore Telecom District, Bangalore (Hereafter referred to as BSNL BGTD) for participation in the tender of work of ..... vide tender no. ....

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

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL BGTD 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 BGTD 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 BGTD 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 BGTD under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL BGTD 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 BGTD that the BSNL BGTD 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 BGTD 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 BGTD or any indulgence by the

BSNL BGTD 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 BGTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
1. In case BSNL BGTD demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “BSNL Bangalore Telecom District, payable at Bangalore
2. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

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

**7(c) For the Performance Guarantee  
PERFORMANCE SECURITY GUARANTEE (BOND FORM)**

(₹.100/= के गैर-न्यायिक पक्का कागज़ पर टाईप करना है। To be typed on Rs.100/= non-judicial stamp paper)

**विषय:- प्रतिभूति गारंटी Sub:- Performance Guarantee**

1. जहां प्रधान महाप्रबंधक, बेंगलूर दूरसंचार जिला, बेंगलूर (इसके पश्चात् बी.एस.एन.एल., बेंगलूर दूरसंचार जिला कहा जायगा) ने सर्वश्री ..... (इसके आगे "बोलीदाता" कहा जायगा) को ..... का काम करने की अनुमति देते हुए एक वार्षिक खरीदी आदेश सं..... तारीख ...../...../..... जारी किए हैं और बी.एस.एन.एल. ने उनसे प्रधान महाप्रबंधक, बेंगलूर दूरसंचार जिला, बेंगलूर के नाम पर दि...../...../..... (इसके आगे "तारीख" कहा जायगा) तक विधिमान्य रूप ...../..... की प्रतिभूति गारंटी (इसके आगे "पी.जी राशी" कहा जायगा) प्रस्तुत करने को कहा है। (उक्त पीबीजी एपीओ एलओआई की तारीख से 18 माह के लिए विधिमान्य होना चाहिए।)

Whereas Principal General Manager, Bangalore Telecom District, Bangalore (hereafter referred to as BSNL BGTD ) has issued an APO no. .... Dated ...../...../20.... awarding the work of ..... to M/s..... R/o ..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of Principal General Manager, Bangalore Telecom District, Bangalore of Rs. ..../- (hereafter referred to as "P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity ") [valid for 18 months]

अभी बोली लगानेवाले के निवेदन पर हम ..... बैंक..... शाखा जिसके पता ..... और पंजीकृत कार्यालय पता ..... (इसके आगे " बैंक " कहा जायगा) हो, आगे बताए गए रूप में इस गारंटी देने को सहमत हुआ।

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. हम "बैंक " इसके द्वारा वचनबद्ध हैं और बीएसएनएल, बेंगलूर दूरसंचार जिला को यह आश्वासन दिए जाते हैं कि यदि बीएसएनएल, बेंगलूर दूरसंचार जिला की राय में उक्त करार में सूचित किसी शर्त व निबंधन के पालन या निष्पादन में उक्त बोलीकार द्वारा किसी तरह पराजित हो जाने अथवा उसके अधीनस्थ कोई बाध्यता में किसी प्रकार का भंग करने पर, बीएसएनएल द्वारा मांग करने पर बिना कोई विलंब-शुल्क या आपत्ति के बैंक इस प्रतिभूति गारंटी राशी तक सीमित या बीएसएनएल, बेंगलूर दूरसंचार जिला द्वारा मांग करती राशी का भुगतान बीएसएनएल, बेंगलूर दूरसंचार जिला को किया जायगा। बीएसएनएल, बेंगलूर दूरसंचार जिला को उक्त राशी के भुगतान के लिए बैंक को बाध्य करने हेतु उसको लभ्य किसी कानूनी उपाय का आश्रय लेने की ज़रूरत नहीं पड़ेगा।

We, "the Bank" do hereby undertake and assure to the BSNL BGTD that if in the opinion of the BSNL BGTD, 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 BGTD the said sum limited to P.G. Amount or such lesser amount as BSNL BGTD may demand without requiring BSNL BGTD to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. बोलीदाता द्वारा बीएसएनएल, बेंगलूर दूरसंचार जिला को भुगतान करने को बाध्य या इस गारंटी के तहत बैंक द्वारा देय राशी के संबंध में बीएसएनएल, बेंगलूर दूरसंचार जिला द्वारा करते ऐसा कोई मांग निर्णायक होगा। दावे के संबंध में बोलीदाता और बीएसएनएल, बेंगलूर

दूरसंचार जिला के बीच कोई मध्यस्थता कार्यवाही या कानूनी कार्यवाही लंबित है या बोलीदाता ने भुगतान की बाध्यता के बारे में या रकम की मात्रा के बारे में तर्क करने की स्थिति में भी बैंक को उक्त राशी का भुगतान स्थगित करने का अधिकार नहीं होगा।

Any such demand from the BSNL BGTD shall be conclusive as regards the liability of Bidder to pay to BSNL BGTD 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 BGTD regarding the claim.

4. हम, बैंक इसके आगे सहमत हैं कि उक्त गारंटी इसका जारी करने की तारीख से विधिमान्य रहेगी और वह उक्त करार के निष्पादन अवधि के दौरान, उसकी विधिमान्य अंतिम तारीख तक पूर्ण रूप से प्रभावी रहेगी

I 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. बैंक इसके आगे सहमत है कि बीएसएनएल, बेंगलूरू दूरसंचार जिला को बैंक की सहमति के बिना और गारंटी के अधीनस्थ बाध्यताओं को किसी प्रकार प्रभावित किए बिना बोलीदाता के आगे बीएसएनएल, बेंगलूरू दूरसंचार जिला द्वारा व्यावहार्य किसी शक्ति से उक्त करार की निष्पादन अवधि बढ़ाने या उक्त करार के किसी शर्त व निबंधन बदलने को और उक्त करार से संबंधित किसी शर्त व निबंधन के कार्यान्वयन के परख करने को बीएसएनएल, बेंगलूरू दूरसंचार जिला को पूर्ण छूट है। इस प्रकार के पराजय के कारण या उक्त बोलीकार को दिए समय विस्तारण या बीएसएनएल, बेंगलूरू दूरसंचार जिला की ओर से कोई परख, अधिनियम या चूक या बीएसएनएल, बेंगलूरू दूरसंचार जिला द्वारा बोलीकार को किसी छूट देना या ऐसे अन्य किसी मामले या विधि के तहत जमानत से संबंधित किसी प्रकार के प्रावधान को हमें दायित्व से मुक्त करते हैं, तब तक हम अपने दायित्व से मुक्त नहीं होंगे।

The Bank further agrees that the BSNL BGTD 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 BGTD 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 BGTD or any indulgence by BSNL BGTD 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. यहां निहित कुछ होते हुए भी

(क) इस गारंटी के अधीन बैंक की बाध्यता पी.जी.रकम तक सीमित रहेगी और इसका प्रभाव विधिमान्य तारीख तक ही होगा।

(ख) यदि विधिमान्य तारीख तक हम पर कोई लिखित दावा या मांग न करते तो इस गारंटी पूर्णतः निरस्त होगा और इस गारंटी के अधीन बीएसएनएल, बेंगलूरू दूरसंचार जिला के सभी अधिकार समाप्त रहेगा।

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 BGTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. यदि बीएसएनएल, बेंगलूरू दूरसंचार जिला इस बैंक गारंटी के अधीन किसी राशी की मांग करते तो उसका भुगतान "लेखाधिकारी(नकद)

मुख्यालय, बीएसएनएल, बेंगलूरू दूरसंचार जिला” के नाम पर बेंगलूरू में देय बैंकेर्स चैक के ज़रिए दी जायगी ।

In case BSNL BGTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL Bangalore Telecom District, payable at Bangalore.

8. बैंक यह जिम्मा लेता है कि बैंक के लिए इस पर हस्ताक्षर किए निम्नलिखित अधिकारी को उनको प्रदत्त शक्ति के अधीन यह गारंटी देने का प्राधिकार है।

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.

स्थान/Place :

तारीख/Date : (बैंक अधिकारी का हस्ताक्षर) बैंक का रबड़ मोहर

प्राधिकृत मुख्तार नामा संख्या.....

बैंक अधिकारी का नाम .....

(Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: ...

7(D) PROFORMA OF AGREEMENT

(To be typed on Rs.100/- (Minimum) non-judicial stamp paper) The successful tenderer shall have to execute the following agreement;

LOI (PAT) No: ..... Dated: .....

This agreement made on this \_\_\_\_\_ day of (month) \_\_\_\_\_ (year) \_\_\_\_\_ between M/s \_\_\_\_\_ herein after 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 & Chairman & Managing Director, BSNL through **Pr. General Manager, BSNL, Bangalore Business Area, Bangalore (Karnataka)** herein after referred to as BSNL, of other part.

Where as the contractor has offered to enter into contract with the BSNL for the execution of work of **Preparation of DC Earth at BSNL Telephone exchange and BSNL BTS Site locations in Bangalore OA (under Bangalore BA) of Karnataka Telecom Circle** on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposits, as mentioned below, have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

a) PBG No: ..... for Rs. .... Issued by .....(Bank)

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 contact that is to say from.....  
.....to .....or completion of work for Rs.\_\_\_\_\_(In words) \_\_\_\_\_whichever is later or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all works as described in tender documents (annexed to the agreement), when the Tender Issuing Authority or any other persons authorized by Tender Issuing Authority in that 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.
- 2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto 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 herein 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 the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody 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, construction practices, 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 herein set their respective hands and seals the day and year in \_\_\_\_\_

Above written:

Signed sealed & Delivered by  
The above named Contractor  
in  
The presence of.

Witness: (Sign, Name & Mobile No.)

1.

2.

Signed & Delivered on behalf of  
BSNL by the

Witness: (Sign, Name & Mobile No.)

1.

2.

**SECTION- 8**  
**Bidder's profile & Questionnaire**  
 (To be filled in and submitted by the bidder)

Paste Color Passport size photograph of the tenderer / authorized signatory holding power of Attorney and having Digital Signature Certificate. Photograph should be self-attested

**A) Bidder's Profile:**

1. Name of the Individual/ Firm: .....

2. Present Correspondence Address .....

.....

Telephone No. .... Mobile No. .... FAX No. ....

3. Registered Office .....

.....

Telephone No. .... Mobile No. ....Email .....

4. State the Type of Firm (Tick the correct choice): Sole proprietor-ship / partnership firm / Private limited company.

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

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

..... 7.

Permanent Account No. : .....

8. GST Registration No(s).....

9. 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.): .....

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

.....

.....

**B) Questionnaire:**

1. Do you think any other detail/ material is required to complete the work specified in the specification?

**Yes / No.**

1.1 If Yes, Give details.....

.....

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

2.1 If Yes, Give details .....

.....

3. Suggestion for improvement of the tender document.

.....

.....

.....

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

**SECTION-9 Part-A**

**BID FORM**

To

**The Assistance General Manager (MM)**  
**5<sup>th</sup> Floor, O/o PGM BGBA**  
**Telephone House, Rajbhavan Road**  
**Bangalore – 560001**

From, <complete address of the Bidder>

.....

.....

**Ref:** Your Tender Enquiry No. AGM (MM)/T-88/ *Chemical Earthing for Preparation of DC Earth at Telephone Exchanges and BTS sites in BGBA/2023-24/02 dtd @ BG-01 the 23.10.2023*

1. Having examined the above mentioned tender enquiry document including amendment/ clarification /corrigenda / addenda Nos. .... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver .....in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **150 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @**5%** of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase/ Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of 2023

Signature .....

Name .....

Witness

Signature .....

In the capacity of .....

Name .....

Duly authorized to sign the bid for and on

Address .....

behalf of .....

Mobile No.:

**SECTION 9 PART- B**  
**Financial Schedule:**

Tender for Preparation of DC Earth at BSNL Telephone exchange and BSNL BTS Site locations in **Bangalore OA** (under Bangalore BA) of Karnataka Telecom Circle.

I/we quote rates with reference to Tender Notice No. AGM (MM)/T-88/ Chemical Earthing for Preparation of DC Earth at Telephone Exchanges and BTS sites in BGBA/2023-24/02 dtd @ BG-01 the 23.10.2023

❖ **Rate for Preparation of Earth work:**

Sl. No	Description	Approx qty required	unit	Base Rate Quoted by the vendor	GST	Total Amount Incl Of GST
1	Equipment Earthing:					
	a) Provisioning of new chemical earth with material ( <0.5 Ohms)	200	No's			
	b) Measurement and rejuvenation of existing earth value by chemical earthing method. ( <0.5 Ohms)	210	No's			
2	Tower Earthing:					
	a) Provisioning of new chemical earth with material (<2 Ohms)	50	No's			
	b) Measurement and rejuvenation of existing earth value by chemical earthing method. (<2 Ohms)	293	No's			
3	Extension of earth lead from earth pit to BTS IGB/Tower/ interlinking with existing earthing with GI bolts/nuts.	10000	mtrs			

Note:

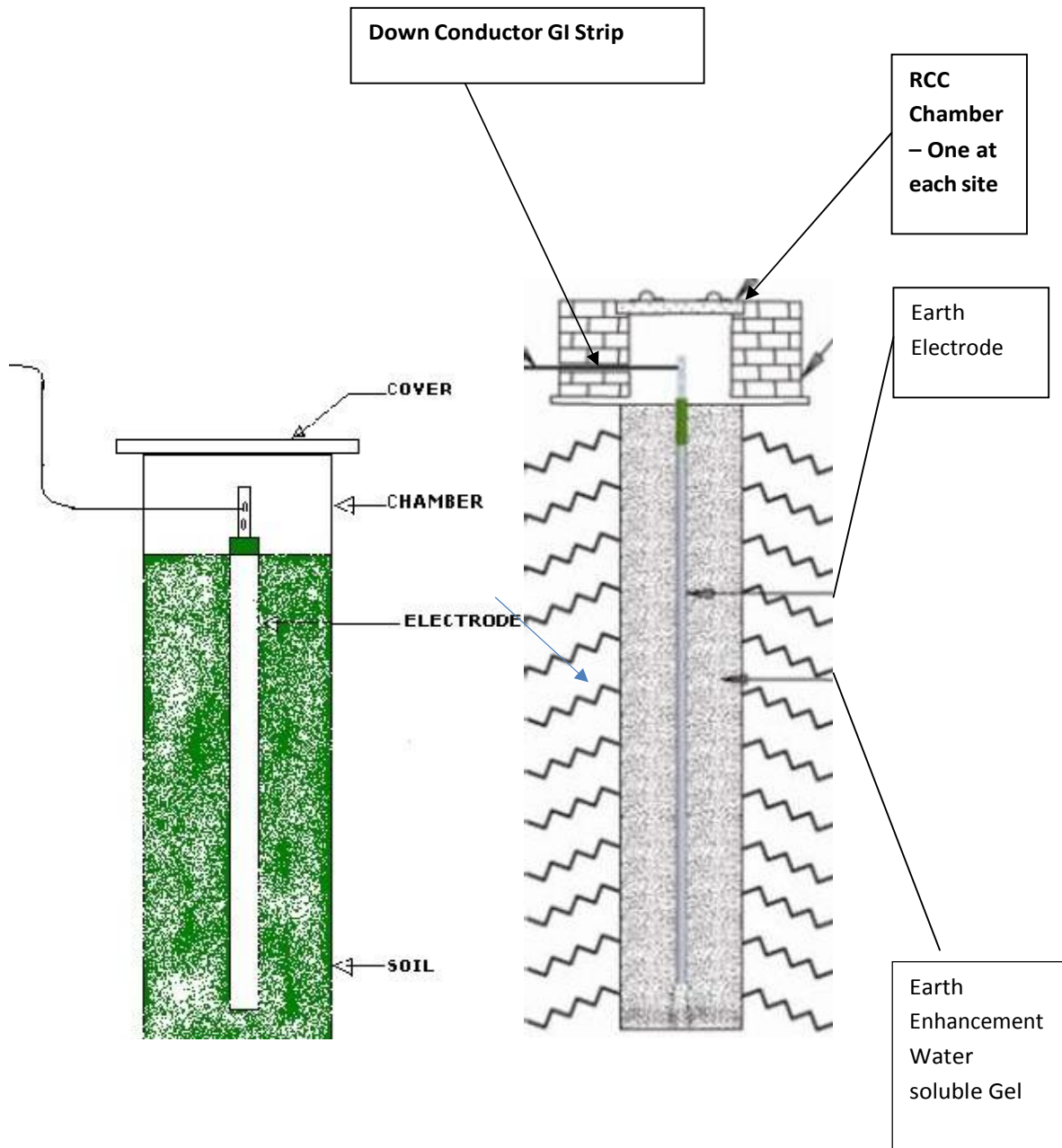
1. **Quoted rate shall be excluding GST and Applicable GST will be paid extra** as applicable.
2. The quantity is tentative and may increase or decrease as per actual requirement.
3. The successful bidder shall give one-year warranty on execution/supply from the date of successful commissioning of the earth.
4. Job should be duly accepted testing (A/T) by A/T Officer authorized by PGMTD, BGBA (Karnataka ~~Co~~).
5. Chemical salt as specified for chemical earthing.

h) I agree to all the clauses and terms and conditions laid down in this tender /bid document.

Seal and Signature of Bidder

**SECTION 9 PART- C  
DIAGRAMS**

**Drawing of Pipe Earth**



**ANNEXURE - 1**  
**DEED OF INDEMNITY (on Rs 100 Stamp paper)**

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

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

**TO AND IN FAVOUR OF**

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

**WHEREAS**

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

**NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:**

1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
  - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfillment of required obligations during contract period.
  - b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
    - I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
    - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
    - III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.

3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.
6. This Deed of Indemnity declares that M/s-----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./ PSU/Public bodies/Municipalities/GST Authorities and not having any ongoing litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having ongoing litigation or court cases pending.
7. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to be blacklisted / debarred for future works/contract with BSNL. Any such action shall however be without prejudice to BSNL's rights under the law.

**(Authorized Signatory)**

**Date:**

**Place:**

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

**Witness 1:**

**Witness 2**

**ANNEXURE – II**

**RTGS/ NEFT/ MANDATE FORM FOR VENDOR CREATION**

- 1. Vendor Name :
- 2. Vendor code (if available) :
- 3. Permanent Account Number (PAN) :
- 4. Particulars of Bank Account :
  - a. Name of the Bank :
  - b. Name of the Branch :
  - c. Branch Code :
  - d. City Name :
  - e. Branch Address :
  - f. Branch Telephone No. :
  - g. Bank Branch IFSC Code :
  - h. 9 Digit MICR Code :
  - i. Type of Account :  
(S.B. Current or Cash credit specify code)
  - j. Account :
- 5. Vendor’s E-mail Address :
- 6. Vendor’s Authorized Signatory- Name :
- 7. Vendor’s Contract person Name :

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

DATE: \_\_\_\_\_ Authorized Signatory

**BANK CERTIFICATE**

We certify that \_\_\_\_\_ has an account with number \_\_\_\_\_ and we confirm that the details given above are correct as per our record. We also confirm that we enable for receiving NEFT / RTGS credits.

Date: \_\_\_\_\_  
 Place: \_\_\_\_\_ Signature and Name of the authorized official of Bank with Stamp

**(NOTE: To be filled in the firm’s Letter Head & kindly submit the original)**

**CHECK LIST FOR THE BIDDERS**

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

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

Sl. No	Document	Yes / NO / Not applicable
<b>Documents to be submitted off line</b>		Offline
1	Tender Fee or Valid Udyam Registration Certificate (MSME) along with URN (as applicable)	
2	Bid Security/EMD security or Valid Udyam Registration Certificate (MSME) along with URN (as applicable)	
3	Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents (if applicable)	
4	Letter of authorization for attending bid opening as per Section-6 E of the tender document.	
<b>Documents to be submitted in E-Tender portal</b>		
Sl. No	Document	On line
1	Scanned Copy of payment of Tender Fee or Valid Udyam Registration Certificate (MSME) along with URN (as applicable)	
2	Scanned Copy of Bid Security/EMD or Valid Udyam Registration Certificate (MSME) along with URN (as applicable)	
3	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
4	Scanned Copy of Memorandum of Association or Partnership deed, if not a proprietary firm.	
5	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
6	Scanned Copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents (if applicable)	
7	Scanned copy of Credentials regarding experience as per clause 4 Section-1(eligibility criteria)	
8	Proof of the average turnover of the bidder should not be less than at least <b>30%</b> of estimated cost of Tender during any <b>three financial years</b> of last <b>five years</b> (i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23).	
9	Valid Goods and Services Tax Registration Certificate(s) - <b>REG-06</b> along with copy of latest <b>GSTR – 3B</b>	
10	Valid PAN Card	
11	Scanned copy of ESI Registration	
12	Scanned copy of EPF Registration	
13	Undertaking and Declaration as per Section-6 (A, B & C) duly filled up and signed	
14	Scanned copy of Near Relationship Certificate as per Section 6 Part (D)	
15	Bidder's Profile & Questionnaire as per Section-8 duly filled up and signed.	
16	Scanned copy of Bid Form in Section-9 Part A duly filled up and signed.	
17	Letter of Authorization to attend Bid opening event	



18	Check list (Annexure-2)	
19	Any other supporting documents asked for in bid document.	

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/sea

