



**भारत संचार निगम लिमिटेड**  
(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**Office of the General Manager, BSNL, Eluru - 534002**  
**E-Tender Notice**

**Tender No:-AP ELR-20/16(13)/1/2023-CM PLG ELR/BTS OUTSOURCING**  
**TENDER/2022-23 Dated 25-03-2023**

**From:**

AGM NWP & NWO  
O/o GMTD  
ELURU BA

**To,**

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**Sub:** - Tender for Outsourcing of Up-keeping, House Keeping, operation and Maintenance of Equipment at BTS sites in ELURU BA

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

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If interested, kindly submit your bid offers online on or before date & time specified in Section 1 (Point no.2) of detailed NIT.

AGM NWP & NWO  
For and on behalf of GMTD,  
ELURU BA

**Mobile: 9440000933 & Office: 08812-227230**

E-Mail:agmnwpeluru@gmail.com



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## SECTION - 1

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

On behalf of General Manager Telecom, ELURU, Digitally Sealed Tenders are invited for outsourcing of Operation & Maintenance of Mobile BTS Sites in ELURU, **for a period of 1 year (extendable by 1 more year)** in the **ELURU BA**

S.N O	BA	NBSNL +BSNL sites	No.of NBSNL Sites	No.of BSN L Sites	Approximate Annual Estimated Cost (Incl GST@18%) (Rs)	EMD/BID security (Rs) @ 2% of annual Estimated Cost	Tender fee including 18% GST (Rs)
1	ELURU	147	117	30	<b>32,55,707.51</b>	<b>65,114.15</b>	590

**1.1 Purchase of Tender Document:** Tender document can be obtained by downloading it from the website <https://eprocure.gov.in/eprocure/app>. The bidders downloading the tender document are required to submit the tender fee of amount Rs.500/- + applicable GST (as per Estimated cost of tender is 1L to 50Lakh : Rs.500/- & 50Lakh to 1 crore:Rs.1000/- etc) through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash), O/o GMTD, ELURU" payable at ELURU. The bidder shall also pay /online transfer the tender fee + applicable GST through NEFT/IMPS to AO (Cash), O/o GMTD, ELURU, Account No:**10616162551** , IFSC code: **SBIN000836, State Bank of India** or the bidder can submit the requisite DD through register post. The NEFT/ IMPS receipt is to be mailed to mail id: [elraocash@gmail.com](mailto:elraocash@gmail.com), [agmnwpeluru@gmail.com](mailto:agmnwpeluru@gmail.com) and uploaded along with bid documents.

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

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

**2. Availability of Tender Document on the e-tender portal for bid submission:**

The tender document shall be available for downloading from BSNL website [www.ap.bsnl.co.in](http://www.ap.bsnl.co.in) / <https://eprocure.gov.in/eprocure/app> from **27/03/2023 from 11:00 Hrs** onwards for start on online bid submission.

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

The Tender document shall not be available for download from e-tender portal after 11:00 Hrs on its submission / closing date, i.e., **17/04/2023**

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

**3.1 General Qualification**

**3.1.1** The Bidder must be Indian registered Companies under Companies Act 1956/ 2013 or a Limited Liability Partnership (LLP) or proprietary ship firm or a Firm registered under applicable Acts or legally bound consortium consisting of two companies/firms, one lead bidder & one consortium partner. Both the members shall be jointly and severally liable for the execution and implementation of the Contract in accordance with the Contract terms. The consortium shall nominate lead bidder who shall have the authority to conduct all business for and on behalf of any and both the members of the consortium during the bidding process and, in the event the consortium is awarded the Contract, during contract execution.

**3.1.2** 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.

**3.1.3** The Bidder must have a valid PAN & valid registration under GST Act. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ Letter of Intent (LoI) /signing of contract, if declared successful.

**3.2 Technical Qualification**

**3.2.1**

- a. The Bidder must have an experience of executing works related to construction of BTS sites or maintenance of telecom & Electrical infrastructure at BTS sites/Telecom installations of any Telecom Service Providers / Infrastructure Providers (holding IP-1 registration) in the last two financial years i.e.2020-21, 2021-22 anywhere in India.
- b. In case of consortium, the client certificates issued to the consortium partner (s) shall be submitted duly signed by consortium partner (s) as per para 3.2.1 (a) above.

OR

**3.2.2** BSNL Franchisee associated with BSNL for more than 5 years.

(Bidders will be required to support claims of their required experience, through certificates issued by an executive of AGM or above rank officer, in case of PSUs or with approval of Circle Head/CEO/COO/CTO etc, in case of private TSPs/IPs)

### **3.3 Financial Qualification**

**3.3.1** The Bidder must have minimum annual turnover of 80% of the annual estimated cost of tender (i.e., 80% of Rs 32,55,707.51 = Rs 26,04,566/-), during each of the consecutive financial years 2020-21 and 2021-22 from telecom business as mentioned in 3.2.1 in Technical Qualification. In case of consortium, the Lead Bidder must have minimum annual turnover of Rs 26,04,566/- during each of the two consecutive financial years 2020-21 and 2021-22.

**3.3.2** For BSNL Franchise, total turnover from franchise business with BSNL in (FY 2020-21 and 2021-22) must be **2 Crore**

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

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

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

**3.3.3** If the bidder (Lead Bidder) is not meeting the experience criterion as at para 3.2.1 and 3.2.2 above, then the bid can be submitted through legally bound consortium with a company/ firm etc (Consortium Partner) who has the required experience as at para 3.2.1 or 3.2.2 above. Client certificates issued to the consortium partner shall be submitted duly signed by consortium partner and lead bidder in this regards as per para 3.2.1 or 3.2.2 above. It is clarified that legally bound consortium shall consist two companies/ firms etc. only one lead bidder and one consortium partner.

- ❖ In case of consortium bids, only lead bidder will interact with BSNL for all obligations/payment; however both consortium members will be responsible for the execution of the project.
- ❖ A consortium partner may participate in more than one consortium. However the bidder is not permitted to be a consortium partner under another bidder for this project.
- ❖ No change in consortium members i.e. addition or dropping of a member shall be permitted after the submission of the bid.

**3.3.4** In case of consortium, the Lead Bidder must have minimum annual turnover of 2 crores during each of the two consecutive financial years 2020-21 and 2021-22.

4 **Bid Security/EMD:**

4.1 The bidder shall pay/submit the Bid Security/EMD in one of the following ways:-

- a. Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), O/o GMTD, ELURU BA, " payable at ELURU
- b. Bank Guarantee (s) from a Scheduled Bank in India, drawn in favour of **AO (Cash), BSNLO/o GMTD, ELURU** which should be valid for **210** days (i.e. one month above the offer/ bid validity period) from the tender opening date. The bidder shall also pay /online transfer through NEFT/IMPS to AO (Cash), O/o GMTD, ELURU. or the bidder can submit the requisite DD through register post. The NEFT/ IMPS receipt is to be mailed. Bidder can submit the requisite EMD through register post on or before the tender closing Date&Time.

c. **Bank details for BG submission**

**NAME : AO (Cash), BSNL, Eluru**  
**Bank A/C No : 10616162551**  
**IFSC Code : SBIN0000836**  
**Name of the Bank : State Bank of India**

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

**Date & Time of Submission of Tender bids:** on or before **17/04/2023, 11:00hrs (tender closing date).**

4.2 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.

5 **Opening of Tender Bids: 18/04/2023, 14:00hrs**

6 **Place of opening of Tender bids:**

6.1 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 B** of Tender document for further instructions.

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

8 GMTD, BSNL, ELURU 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.

9 The bidder shall furnish a declaration, as per Section 6 (A), in his tender bid that no addition / deletion / corrections have been made in the terms & conditions of the

downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.

- 9.1 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.
  - 9.2 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.
  - 9.3 All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.
- 10 The queries in respect of this bid document, if any, can be submitted through Email latest upto 30/03/2023, 11:00hrs (3 days from issue of NIT).

<b>BSNL's Contact Person</b>	<b>Sri V HANUMA REDDY, AGM (NWO &amp; NWP)</b>
<b>Telephone &amp; Mobile</b>	<b>08812-230750, 9440000933</b>
<b>E-mail ID</b>	<b>agmnwipeluru@gmail.com</b>
<b>BSNL's Contact Person</b>	<b>Sri J MANI SHANKAR</b>
<b>Telephone &amp; Mobile</b>	<b>9422952011</b>
<b>E-mail ID</b>	<b>sdeplgcmelr@gmail.com</b>

AGM NWO & NWP  
For and on behalf of GMTD,  
ELURU

## 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 **180 days** from the tender opening date
3. The electronic envelopes will contain documents satisfying the eligibility / Technical & commercial conditions in first envelope called **Techno-commercial** envelope and second envelope called as **Financial Envelope** containing financial bid / quote.
  - a. **Techno-commercial** envelope shall contain :-
    - 1) Scanned copy of EMD.
    - 2) Scanned copy of payment of cost of tender document i.e. tender fee.
    - 3) Certificate (s) showing fulfillment of the eligibility criteria (s) stated in Section 1 (point no-3) of the Detailed NIT.
    - 4) Scanned copy of Pan card

- 5) Scanned copy of valid GST registration
- 6) Scanned copy of EPF registration
- 7) Scanned copy of ESIC certificate
- 8) Scanned copy of valid labour license
- 9) Scanned copy of Income tax returns filed for last 3 years
- 10) Copy of the Board resolution (in case of Company)/ authorization executed by all the partners (in case of partnership firm)), in favour of Power of attorney (PoA) authorization to sign and execute all contractual obligations and copy of authorization for executing the power of attorney accordance with Section-4, Part-A, Point no-14.3 (not applicable in case of proprietary/ Partnership firm if proprietor himself/ all partners themselves signs the documents.)
- 11) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- 12) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- 13) Bidder's Profile duly filled & signed as per Section-8.
- 14) 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.
- 15) Letter of authorization for attending bid opening event as per Section -7 Part (C).
- 16) No Near-Relationship Certificate duly filled & signed as per Section-6 Part B.
- 17) Undertaking & declaration duly filled & signed as per Section-6 Part A.
- 18) Tender / Bid form-Section 9 Part A.
- 19) Client certificates issued to the consortium partner shall be submitted duly signed by consortium partner as per para 3.2 of Section-1.
- 20) 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 AGM NWP& NWO, O/o GMTD, BSNL, Near Jute mill, ELURU - 534002, Andhra pradesh on or before the 17/04/2023, 11:00hrs of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- 1) EMD – Bid security (in original)
- 2) DD/ Banker's cheque of Tender fee (in original).
- 3) Power of Attorney in accordance with Point No-14.3 of Section 4 Part A and authorization for executing the power of Attorney.

**4. Payment terms**

- a) The contractor shall submit monthly invoice on first week of next month along with performance report jointly signed by the contractor and AGM in-charge of Mobile Network **in ELURU BA**, in which details of unsatisfactory performance in up keeping, housekeeping, operation and maintenance leading failure of BTS affecting service, noncompliance of services etc, is to be categorically mentioned. Penalty is to be calculated as per LD/Penalty Point No-16 of Section-5, Part-A, and the penalty calculation sheet is to be signed by both parties as per Appendix IV of Section 3, i.e., BSNL authorities and contractor, which is to be attached with the monthly invoice. The AGM in-charge of Mobile **in ELURU BA**, will have right to impose penalty for delay or slow progress of the work from the bills submitted for payment.
- b) All applicable taxes (i.e., GST, Education-cess etc) will be deducted at source from the bills time to time. Income tax at the prevailing rates with applicable surcharge & education-cess for which the bill has been passed will be deducted as tax at source,

under relevant BSNL Rules. However, if any new legislation comes into effect for deduction of tax at source at any other rate, deduction will be made at that rate.

- c) Necessary Income Tax Deduction certificate will be issued by Accounts Officer (Cash), BSNL, O/o GMTD, ELURU BA detailing the amount so deducted as tax at source at the time of payment of each bill.
- i. The bills are to be submitted in DUPLICATE to Accounts Officer (Cash), BSNL, O/o GMTD, ELURU BA and in the manner / form that as prescribed. Payments will be made by Account Payee cheque or through RTGS/NEFT. The bidder has to intimate his bank account number and branch details for payment. In case of consortium, the bidder has to intimate the account number of lead bidder with branch details for payment.
- ii. The final settlement of the bills and refund adjustment/appropriation of any amount retained, the contractor shall be made fully free after the Divisional Engineer/AGM concerned is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any count
- iii. The contractor shall be required to correct all defects reported by Engineer in-charge. Further on neglect on the part of the Divisional Engineer or his representative, to confirm or reject inferior work, notwithstanding, final acceptance of the work or any part thereof by BSNL/Divisional Engineer/Engineer in-charge or his representative shall not be construed to imply the acceptance of such work. The provisions of this clause shall not in any way affect or limit the contractor's liability under the undertakings and guarantee contained in the contract document.
- iv. Each Tax invoice clearly indicating GST submitted by contractor must accompany the following documents with self-certification: -
  - (i) Penalty calculation sheet (Annexure-I) jointly signed by the contractor and concerned AGM.
  - (ii) A declaration from the contractor regarding compliance of terms and conditions of EPF Act, ESI Act or valid workmen compensation Act and other statutory payments. Documentary proof is to be submitted for statutory payments of paid bills.
  - (iii) The contractors should produce the copies of valid labour license to carry out the work "Up-keeping & maintenance of mobile BTS sites" with their first claimed monthly bill.
  - (iv) Certificate is to be given on bill by JTO/SDE and counter signed by AGM concerned

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

As per APO

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

Normally contract will be awarded for one year. However, extension for one more 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. In case of extension of duration, the supplier/approved bidder shall submit applicable PBG valid for a period of 6 months over and above extended period.



### **SECTION-3**

#### **A.SCOPE OF WORK**

This tender is for carrying out Up-keeping, Housekeeping, Operation& Maintenance of Equipment at BTS sites 2G and / or 3G and / or 4G or a combination of them in ELURU BA, which consists of the following works.

#### **List of Activities Covered under BTS & Infrastructure Maintenance for Outsourcing**

- A. BTS & Infrastructure Maintenance for BSNL sites
- B. BTS & Infrastructure Maintenance for Non-BSNL sites
- C. Scope related to Diesel filling in DG Sets and DG operation

**BSNL sites:** BTS co-located with telephone exchange site

**Non BSNL sites:** BTS site without any co-located telephone exchange site

#### **A. BTS & Infrastructure Maintenance for BSNL sites with collocated Telephone exchange (2G and/or 3G and/or 4G)**

1. These are the sites housing Mobile site collocated with Telephone Exchange (2G and/or 3G and/or 4G or a combination of them AND Telephone Exchange).
2. Maintenance of Exchanges : The maintenance of Exchanges will include maintenance of Landline Exchanges, DSLAM, transmission equipment, USO Wi-Fi Hot Spots & other Exchanges equipment etc, for keeping the equipment in working condition. However, as subject matter pertain to CFA cell, therefore, BA may include suitable activities/ penalties for these exchanges from CFA tender of the circle
3. **Site security/ caretaking:** Security of equipment and infrastructure at sites. Providing a security guard is not mandatory. Use of technology/alternate arrangement is allowed as deemed appropriate by approved bidder without compromising on security. BSNL equipment includes Landline Exchanges, DSLAM, transmission equipment, USO Wi-Fi Hot Spots & other Exchanges equipment, BTS/Transmission/ infra Elements (Battery, Power Plant, DG, AC units etc), RF, CPRI & Power cables, electrical fittings, tower material, earthing wires and earth strips should be taken care under housekeeping and watch & ward scope of vendor. Any damage /Mis-handling during transportation, missing and theft of BSNL equipment will be the responsibility of vendor. In case of the above, the corresponding loss will be recovered from vendor bills.
4. **Up-keeping:** Cleaning, security (to the extent of alerting any abnormal observation at the site during visits, intimating police authorities promptly w.r.t. any incident, ensuring functioning of lock & key and up-keeping of the site including all equipment, tower surroundings, shelter/OD cabinet, Media equipment, DG etc. This includes bush cutting in the BTS sites/ Exchanges in open areas. All tools & Cleaning material to be provided by the bidder.
5. Exchange/ BTS site cleaning including BTS & Exchange equipment`s, Roof Area, Compound Area. Cleaning to be carried out by blower etc.(equipment for cleaning to be provided by the Vendor)
6. All BTS/Node-B/e Node-B site related infra alarms which are mandatory (DG\_ON\_LOAD, MAINS\_FAIL, RECTIFIER\_FAIL and BTS Battery low etc.) to be extended up to OMCR within one month from the issuance of work order.

Equipment required for Alarm Extension to be provided by Vendor for mandatory alarms.

7. All left over BTS related infra (external) alarms other than mandatory alarms, if any need to be made functional and to be extended up-to OMCR as instructed by the BSNL site in-charge within one month. Equipment required for Alarm Extension to be provided by BSNL in case of other than mandatory alarms.
8. Prompt action on receipt of instructions (by call or by SMS) from concerned officer regarding manual assistance in rectification of alarms/ faults in BTS site/ Exchange, DSLAM, other equipment.
9. The bidder must ensure that the staff attending the BTS site will never engage into any argument with landlords for BSNL sites. If site technician/security/caretaker refuses to allow access to site during both Normal and odd hours, the staff should immediately report to Site In-charge and must not leave site until the Site in-charge gives permission to do so
10. The Bidder should ensure that fault is attended even in case of water-logging due to rain etc., the maintenance staff should be provided necessary accessories/gum-boots etc
11. Replacement of the faulty modules/Cards/units with repaired ones including Transportation as per instructions of Site In-charge.
12. In case of BTS/Exchange outages due to card faults of BTSs / NODE-Bs/ e Node-Bs/ Exchange, replace the fault items with the spare module/ cards as per instructions of BSNL Site In-charge.
13. Faulty card/ units of BTS sites and other equipment need to be deposited at designated centre as per requirement and collection of repaired unit. It will be the responsibility of bidder to transport equipment with utmost care and during transportation no cards/units get damaged.
14. In case of BTS/ exchange outages due to card faults of rectifier modules fault of power plant etc, replace the faulty items with the spare module /cards available from normal spare availability location or from nearby sites as directed. The card/module extraction/insertion and transport shall be as per the recommended practice of the OEM/guidance of BSNL.
15. Any Mini Link/ OFC failure to be intimated to site In-charge for prompt restoration of OFC fault, details of visual alarm noticed to be communicated to the maintenance In-charge.
16. To check Earth Connectivity is available at BTS/ Node-B/ e Node-Bs. All measuring instruments to be provided by the vendor.
17. Vendor personnel should be provided with photo ID cards by Outsourcing Vendor.
18. The field staff being deployed should be provided with 2 SIMs one of BSNL & other from private TSPs for communication when BTS site is down. The list of same shall be provided at the time of Agreement. In case of any change in staff during the contract, the same shall be updated. BSNL employees too will share their 2 Mobile nos. of BSNL and other TSP
19. Maintaining EMF related boards and help in providing data for Biennial/Triennial submission of EMF Radiation for Mobile sites.(Bidder shall

assist in Biennial/Triennial related activities like getting photograph & uploading to BA BSNL Team etc.).

20. Assistance in handling of minor store items.
21. Ensure working of Power plant alarms with OMC-R.
22. First line maintenance of power plants, battery and any problem reported (Any problem to be reported within 1Hr.)
23. Bidder to perform Preventive Maintenance activities as per the PM Annexure, will maintain the register for this activity and will submit the copy of the same duly verified by concerned unit-in-charge along with monthly bill.
24. Periodically check-up power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site In-charge and Charging of Battery.
25. Tightening of all nuts/ screws in interconnecting point of power cable from EB panel board to each equipment
26. To ensure the power plant/ control card is functioning properly so that battery do not go to deep discharge.
27. In case of any Power Plant outages due to fault in control card, intimation to be given to Site In-charge for attending the same on priority.
28. The bidder has to supply and maintain a log book in every site/ Exchange. It is the responsibility of the bidder to update the logbook promptly. All the log books get signed by the concerned officer In-charge in the first week of next month and submit with the invoice.
29. Conducting Battery Backup test with Existing Load at least quarterly & record the same in Log Book.
30. Bidder has to provide related testing equipment and necessary conveyance to discharge the functions listed in the tender.
31. Air filter cleaning in BTS/ Node-B/e Node-B, every month and entry in log book of site.
32. Routine check of free cooling systems available at site and DG set and other equipment i.e. BTS/ Media etc., and record the same in log book as per the periodicity defined for the visit. Reporting of any alarms/faults/untoward incident to the concerned officer
33. Monitoring of Power Plant voltage and smooth change over in the absence of electricity.
34. To provide assistance under various exchange site activities includes minor civil and electrical works such as repair/replacement of MCB, & Switch, Aviation bulb, EB service cable, armoured AC cable replacement up to DG, repair/replacement of parts of LT panel/ lighting fixtures/ smoke & fire alarm system / site earthing/ surge protection/ AC unit etc.
35. Preventive checks and maintenance of Earthing & Lightning Protection systems including periodic checking/correction of these systems to ensure that all equipment are protected against surge/lightning related damages. This includes augmentation of the existing earthing/ lightning system where ever required,

replacement of any rusted components, tightening of joints, replacement of lightning damaged components in infra equipment/electrical circuitry including ELCBs/surge protection devices/fuses/cables etc.

36. Maintenance of Tower Aviation light. Bidder has to ensure working of Aviation light.
37. Due to heavy dust, temperature of BTS increases and efficiency degrades. Hence, cleaning of all types of BTS/ Exchange equipment & other infrastructure need to be carried out. This should be done using proper tools (to be arranged by the bidder) including vacuum cleaner and under supervision.
38. Assistance to transmission media team for extension of loop test, observation of alarm indicators, giving reset etc for troubleshooting shall be done. Testing of E1/FE/GE and other media activities from BTS site to BSC /RNC related equipment (looping/ measuring of Optical power) as and when required
39. Periodicity of visit to be at least once in 3 days for BSNL sites
40. Site visit/ inspection/ cleaning activity proof to be provided at least once in a month to Site In-charge
41. Report EB failure of sites to concerned EB unit and intimate the docket no: if any, to concerned BSNL official. Constant coordination with Electricity Board/Corporation for restoration of power in consultation with BSNL Site In-charge and after restoration of EB power, ensure proper working of PP/DG.
42. BSNL may allocate work of collection of EB bills and submission to the concerned site In-charge, note down the closing electricity meter reading every month in every site and will intimate the same to the field officer along with entry in log book. Abnormal meter reading cases is to be immediately brought to the notice of the Concerned BSNL-in-charge. Electricity Bill collection/ correction (if wrong/ average) and intimation to concerned site In-charge. Regarding Replacement of faulty electrical meter, case to be immediately reported to the Concerned BSNL-in-charge.
43. Prevent misuse of electricity from the site. Penalty to be imposed if theft/misuse of electricity is detected as assessed by BSNL. This will be over and above the other penalties and will not be subject to capping if any
44. Sanction from EB/ police authorities to be arranged by the Vendor wherever necessary.
45. The fire & smoke cum intruder detection systems installed in BTS sites are to be maintained by the bidder for its proper working. Periodic checking for the proper working of these systems and necessary repair/ replacement of faulty units are to be carried out by the bidder. The bidder shall maintain the fire extinguisher of CO2 in all BTS/exchange sites under maintenance.
46. Routine check and Maintenance of Earth of power plant /BTS/ exchange and record the same in log book.
47. Watering earth pit and ring earth of the tower.
48. Battery cell replacement shall be done by the Bidder as & when required. This may involve rearrangement of the cells from other sites. Periodical check-up of power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site In-charge and Charging of Battery

49. Transportation of faulty module/cards of AC Panel and work support for Replacement of AC unit/Free cooling unit at BSNL BTS sites issued by BSNL in-charge. Routine check and change over of AC units on daily basis and record the same in log book.
50. Bidder to deploy the skilled resources for cluster maintenance minimal per 6 to 8 sites for better maintenance and fault rectification. These numbers could be fixed by the respective BA based on area specific condition. A minimum of one BA coordinator of Vendor should be posted for planning the cluster technicians & for coordinate and maintenance of outsourcing activities in the clusters. BTS outsourcing vendor coordinator should report daily to the BSNL In-charge at BA HQ.
51. In case of any loss or theft of any material/equipment at BTS site, concern person of bidder at BTS site is liable to lodge the complaint within one hour for the same to Police Authority and get FIR from police authorities. Primary responsibility is of bidder, if required BSNL site In-charge will extend the help.
52. Bidder has to take "Take Over Certificate" of a BTS site along with all hardware /equipment details before commencement of contract from concern site In-charge of BSNL
53. For any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from bidder.
54. OPERATION & MAINTENANCE OF DG Sets at BSNL sites:
- 1) Manual Operation and running of DG sets during EB supply failure / low voltage. Regular checking of DG battery voltage and Battery Charger at site and record the same in log book and reporting of any alarms /faults/untoward incident to the concerned officer.
  - 2) Transportation of fuel (Diesel) to the site and Diesel filling by monitoring fuel level. Fuel will be supplied by BSNL through petro card.
  - 3) Assisting for top up of lubrication oil & coolant in DG sets. Top up of electrolyte & distilled water of DG starting Battery. Necessary material will be supplied by BSNL
  - 4) Running of DG sets as and when required at any time of the day or night. Assistance in handling of minor store items.
  - 5) During the availability of main electric supply, DGs are not to be run. The operator shall keep the track of drainage of exchange/BTS battery voltage and shall start only when the voltage drops to 49 V.
  - 6) In the event of EB supply failure, operator shall operate DG after verifying the sufficient drainage of Exchange/BTS battery voltage. If power is not resumed within two hour, he may stop the EA Set and again allow the exchange battery voltage to drain sufficiently. The same sequence should continue till resumption of power supply.
  - 7) DG hour meter and KWH meter and AMF panel incorporated in DG to be kept in working condition and any tampering / fault will entail penalty as well as action for recovery of losses to BSNL.
  - 8) DG battery should be maintained, safeguarded and kept In-charged condition

at the site so as to start the DG at the time of main supply outage.

- 9) A-check of DGs including its test operation, monitoring of fuel/ oil/ coolant level, check leakage if any, test operation of changeover of EB/DG supply etc shall be done. All alarms of DG such as Low fuel level, DG on load shall be kept up-to-date for verifying log book entries.
- 10) If any fraudulent activity by the personnel deployed in filling of diesel/ running of DG in Mobile sites is detected by BSNL authorized personnel/officer, then the bidder (s) is liable to pay penalty as assessed by BSNL i.e. the cost of consequential damages to installation (s) /DG set (s) would be deducted at actual, from the bidder's bill. This will be over and above the other penalties and will not be subject to capping if any.
- 11) For any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from bidder.

### **DG Set Maintenance Activities**

Weekly/ monthly DG check schedule need to be followed and any problem need to be communicated to Mobile/Exchange site In-charge. Weekly/ monthly schedule along with the maintenance activities to be covered will be communicated by Mobile/ Exchange site In-charge. Suggestive activities are as below:

1. Make sure there are no fluid leaks.
2. Run the generator (typically no load, automatic transfer switch exercise cycle).
3. Verify that the unit ran and has no alarms or warnings.
4. Ensure adequate fuel levels.
5. Ensure that the generator is in "Auto" mode, for automatic startup.
6. Check engine coolant level.
7. Check engine oil level.
8. Check the battery charger.
9. Run the generator (with load, automatic transfer switch exercise cycle).
10. Manual assistance in changeover of EB/DG supply and attending to minor faults like tripping of switches, manual changeover in AC units, swapping of power plant unit etc.
11. Routine check of DG, Power plant, Battery and equipment and record the same in log book as per the instructions given in the log book. Reporting of any alarms/ faults/ untoward incident to the concerned officer.
12. Assisting in Diesel filling in the DG Set available at the site.
13. Check the DG battery electrolyte level and specific gravity.
14. Check battery cables and connections.
15. Inspect drive belts.
16. Inspect the coolant heater.
17. Check coolant lines and connections.
18. Check for oil leaks and inspect lubrication system hoses and connectors.
19. Check for fuel leaks and inspect fuel system hoses and connectors.
20. Inspect the exhaust system, muffler and exhaust pipe.
21. Check and clean air cleaner units.
22. Inspect air induction piping and connections.
23. Inspect the DC electrical system, control panel and accessories.
24. Inspect the AC wiring and accessories.

For the BTS site proposed for outsourcing where there is no DG / DG is in faulty condition /not working, the payment for that BTS site may be restricted to the 90% of the approved rate per site per month against the work order issued by BA. As and when DG set is made operational in that BTS site, the payment may be enabled to the

extent of the support given by the vendor on pro rata basis against the BTS site for the corresponding period.

Field units have to submit the DG working status report including fuel and run Hours details (Appendix-V) to the concerned AGM in-charge of Mobile Network in that BA.

For the BTS site working with DG sets, vendor has to support all the O&M activities of DG sets as mentioned above. However, 10% penalty amount should be recovered against that BTS site where no support is provided by the vendor for the DG sets. This will be over and above the maximum penalty capping of the contract.

**B. BTS & Infrastructure Maintenance for Non-BSNL sites  
(2G and/or 3G and/or 4G)**

1. These are the sites housing only Mobile sites 2G and/ or 3G and/ or 4G or a combination of them.
2. **Site security/ caretaking:** Security of equipment and infrastructure at sites. Providing a security guard is not mandatory. Use of technology/alternate arrangement is allowed as deemed appropriate by approved bidder without compromising on security. BSNL equipment includes BTS/Transmission/ infra Elements (Battery, Power Plant, DG, AC units etc), RF, CPRI & Power cables, electrical fittings, tower material, earthing wires and earth strips should be taken care under housekeeping and watch & ward scope of vendor. Any damage / mis-handling during transportation, missing and theft of BSNL equipment will be the responsibility of vendor. In case of the above, the corresponding loss will be recovered from vendor bills.
3. **Up-keeping:** Cleaning, security (to the extent of alerting any abnormal observation at the site during visits, intimating police authorities promptly w.r.t. any incident, ensuring functioning of lock & key) and up-keeping of the site including all equipment, tower surroundings, shelter/OD cabinet, Media equipment, DG etc. This includes bush cutting in the BTS sites in open areas. All tools & Cleaning material to be provided by the bidder
4. All BTS/Node-B/e Node-B site related infra alarms which are mandatory (DG\_ON\_LOAD, MAINS\_FAIL, RECTIFIER\_FAIL and BTS Battery low etc.) to be extended up to OMCR within one month from the issuance of work order. Equipment required for Alarm Extension to be provided by Vendor for mandatory alarms.
5. All left over BTS related infra (external) alarms other than mandatory alarms, if any need to be made functional and to be extended up to OMCR as instructed by the BSNL site in-charge within one month. Equipment required for Alarm Extension to be provided by BSNL.
6. Prompt action on receipt of instructions (by call or by SMS) from concerned officer regarding manual assistance in rectification of alarms/ faults in site.
7. The Bidder should ensure that fault is attended even in case of water-logging due to rain etc., the maintenance staff should be provided necessary accessories/gum-boots etc.
8. The bidder must ensure that the staff attending the BTS site will never engage into any argument with landlords for NBSNL sites. If site technician/security/caretaker refuses to allow access to site during both Normal and odd hours, the staff should immediately report to Site In-charge and must not leave site until the Site in-charge gives permission to do so

9. Replacement of the faulty modules/Cards/units with repaired ones including Transportation as per instructions of Site In-charge
10. In case of BTS outages due to card faults of BTSs/ NODE-Bs/ e Node-Bs, replace the fault items with the spare module/ cards as per instructions of BSNL Site In-charge.
11. Faulty card/ unit to be deposited at designated centre as per requirement & collection of repaired unit. (It will be the responsibility of bidder that during transportation no cards/units get damaged).
12. In case of BTS outages due to faults of rectifier modules, fault of power plant etc, replace the faulty items with the spare module /cards available from normal spare availability location or from nearby sites as directed. The card/module extraction/insertion and transport shall be as per the recommended practice of the OEM/guidance of BSNL
13. Any Mini Link/ OFC failure to be intimated to site In-charge for prompt restoration of OFC fault, details of visual alarm noticed to be communicated to the maintenance In-charge.
14. To check Earth Connectivity is available at BTS/ Node-B/ e Node-Bs (All measuring instruments to be provided by the vendor).
15. Vendor personnel should be provided with photo ID cards by Outsourcing Vendor
16. The field staff being deployed should be provided with 2 SIMs one of BSNL & other from private TSPs for communication when BTS site is down. The list of same shall be provided at the time of Agreement. In case of any change in staff during the contract, the same shall be updated. BSNL employees too will share their 2 Mobile nos. of BSNL and other TSP
17. Maintaining EMF related boards and help in providing data for Biennial/Triennial submission of EMF Radiation for Mobile sites. (Bidder shall assist in Biennial/Triennial related activities like getting photograph & uploading to BA BSNL Team etc.).
18. Assistance in handling of minor store items.
19. Ensure working of Power plant alarms with OMC-R.
20. First line maintenance of power plants, battery and any problem reported (Any problem to be reported within 1 Hr)
21. Bidder to perform Preventive Maintenance activities as per the PM Annexure, will maintain the register for this activity and will submit the copy of the same duly verified by concerned unit-in-charge along with monthly bill.
22. Periodically check-up power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site in-charge and Charging of Battery.
23. Tightening of all nuts/ screws in interconnecting point of power cable from EB panel board to each equipment.
24. To ensure the control card is functioning properly so that battery do not go to deep discharge.



25. In case of any Power Plant outages due to fault in control card, intimation to be given to Site In-charge for attending the same on priority.
26. The bidder has to supply and maintain a log book in every site. It is the responsibility of the bidder to update the logbook promptly. All the log books get signed by the concerned officer in the first week of next month and submit with the invoice
27. Conducting Battery Backup test with Existing Load at least in quarterly & record the same in Log Book.
28. Bidder has to provide related testing equipment & necessary conveyance to discharge the functions listed in the tender.
29. Air filter cleaning in BTS/ Node-B/ e Node-B, every month and entry in log book of site.
30. Routine check of free cooling systems available at site and DG set and other equipment i.e. BTS/ Media etc., and record the same in log book as per the periodicity defined for the visit. Reporting of any alarms/faults/untoward incident to the concerned officer.
31. Monitoring of Power Plant voltage and smooth change over in the absence of electricity.
32. To provide assistance under various BTS site activities includes minor civil and electrical works such as repair/replacement of MCB, & Switch, Aviation bulb, EB service cable, armoured AC cable replacement up to DG, repair/replacement of parts of LT panel/ lighting fixtures / smoke & fire alarm system / site earthing/ surge protection/ A/C unit etc.
33. Preventive checks and maintenance of Earthing & Lightning Protection systems including periodic checking/correction of these systems to ensure that all equipment are protected against surge/lightning related damages. This includes augmentation of the existing earthing/ lightning system where ever required, replacement of any rusted components, tightening of joints, replacement of lightning damaged components in infra equipment/electrical circuitry including ELCBs/surge protection devices/fuses/cables etc
34. Maintenance of Tower Aviation light. Bidder has to ensure working of Aviation light.
35. Due to heavy dust, temperature of BTS increases and efficiency degrades. Hence, cleaning of all types of BTS equipment & other infrastructure need to be carried out. This should be done using proper tools (to be arranged by the bidder) including vacuum cleaner and under supervision.
36. Assistance to transmission media team for extension of loop test, observation of alarm indicators, giving reset etc for troubleshooting shall be done. Testing of E1/FE/GE and other media activities from BTS site to BSC/ RNC related equipment (looping/ measuring of Optical power) as and when required.
37. Periodicity of visit is to be at-least once in 5 days for NBSNL sites
38. Site visit/ inspection/ cleaning activity proof to be provided at least once in a month to the Site In-charge

39. Report EB failure of sites to concerned EB unit and intimate the docket no: if any, to concerned BSNL official. Constant Coordination with Electricity Board/ Corporation for restoration of power in consultation with BSNL Site In-charge and after restoration of EB power, ensure proper working of PP/DG.
40. BSNL may allocate work of collection of EB bills and submission to the concerned site In-charge, note down the closing electricity meter reading every month in every site and will intimate the same to the field officer along with entry in log book. Abnormal meter reading cases is to be immediately brought to the notice of the Concerned BSNL-in-charge. Electricity Bill collection/ correction (if wrong/ average) and intimation to concerned site In-charge. Regarding Replacement of faulty electrical meter, case to be immediately reported to the Concerned BSNL-in-charge.
41. Prevent misuse of electricity from the site. Penalty to be imposed if theft/misuse of electricity is detected as assessed by BSNL. This will be over and above the other penalties and will not be subject to capping if any
42. Sanction from EB/ police authorities to be arranged by the Vendor wherever necessary
43. The fire & smoke cum intruder detection systems installed in BTS sites are to be maintained by the bidder for its proper working. Periodic checking for the proper working of these systems and necessary repair/replacement of faulty units are to be carried out by the bidder. The bidder shall maintain the fire extinguisher of CO2 in all BTS sites under maintenance.
44. Routine check and Maintenance of Earth of power plant / BTS and record the same in log book.
45. Battery cell replacement shall be done by the Bidder as & when required. This may involve rearrangement of the cells from other sites. Periodical check-up of power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site In-charge and Charging of Battery
46. Transportation of faulty module/cards of AC Panel and work support for Replacement of AC unit/Free cooling unit at BTS sites issued by BSNL in-charge. Routine check and change-over of AC units on daily basis and record the same in log book.
55. Bidder to deploy the skilled resources for cluster maintenance minimal per 6 to 8 sites for better maintenance and fault rectification. These numbers could be fixed by the respective BA based on area specific condition. A minimum of one BA coordinator of Vendor should be posted for planning the cluster technicians & for coordinate and maintenance of outsourcing activities in the clusters. BTS outsourcing vendor coordinator should report daily to the BSNL In-charge at BA HQ.
47. In case of any loss or theft of any material/equipment at BTS site, concern person of bidder at BTS site is liable to lodge the complaint within one hour for the same to Police Authority and get FIR from police authorities. Primary responsibility is of bidder, if required BSNL site in-charge will extend the help.
48. Bidder has to take "Take Over Certificate" of a BTS site along with all hardware /equipment details before commencement of contract from concern site In-charge of BSNL.

49. For any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from bidder.

50. OPERATION & MAINTENANCE OF DG Sets at BSNL sites:

- 1) Manual Operation and running of DG sets during EB supply failure / low voltage. Regular checking of DG battery voltage and Battery Charger at site and record the same in log book and reporting of any alarms / faults / untoward incident to the concerned officer.
- 2) Transportation of fuel (Diesel) to the site and Diesel filling by monitoring fuel level. Fuel will be supplied by BSNL through petro card.
- 3) Assisting for top up of lubrication oil & coolant in DG sets. Top up of electrolyte & distilled water of DG starting Battery. Necessary material will be supplied by BSNL
- 4) Running of DG sets as and when required at any time of the day or night. Assistance in the handling of minor store items.
- 5) During the availability of main electric supply, DGs are not to be run. The operator shall keep the track of drainage of exchange/BTS battery voltage and shall start only when the voltage drops to 49 V.
- 6) In the event of EB supply failure, operator shall operate DG after verifying the sufficient drainage of Exchange/BTS battery voltage. If power is not resumed within two hour, he may stop the EA Set and again allow the exchange battery voltage to drain sufficiently. The same sequence should continue till resumption of power supply.
- 7) DG hour meter and KWH meter and AMF panel incorporated in DG to be kept in working condition and any tampering / fault will entail penalty as well as action for recovery of losses to BSNL.
- 8) DG battery should be maintained, safeguarded and kept In-charged condition at the site so as to start the DG at the time of main supply outage.
- 9) A-check of DGs including its test operation, monitoring of fuel/ oil/ coolant level, check leakage if any, test operation of changeover of EB/DG supply etc shall be done. All alarms of DG such as Low fuel level, DG on load shall be kept up-to-date for verifying log book entries.
- 10) If any fraudulent activity by the personnel deployed in filling of diesel/ running of DG in Mobile sites is detected by BSNL authorized personnel/officer, then the bidder (s) is liable to pay penalty as assessed by BSNL i.e. the cost of consequential damages to installation (s) /DG set (s) would be deducted at actual, from the bidder's bill. This will be over and above the other penalties and will not be subject to capping if any.
- 11) For any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from bidder.

#### **DG Set Maintenance Activities**

Weekly/ monthly DG check schedule need to be followed and any problem need to be communicated to Mobile/Exchange site In-charge. Weekly/ monthly schedule along with the maintenance activities to be covered will be communicated by Mobile/

Exchange site In-charge. Suggestive activities are as below:

1. Make sure there are no fluid leaks.
2. Run the generator (typically no load, automatic transfer switch exercise cycle).
3. Verify that the unit ran and has no alarms or warnings.
4. Ensure adequate fuel levels.
5. Ensure that the generator is in "Auto" mode, for automatic startup.
6. Check engine coolant level.
7. Check engine oil level.
8. Check the battery charger.
9. Run the generator (with load, automatic transfer switch exercise cycle).
10. Manual assistance in changeover of EB/DG supply and attending to minor faults like tripping of switches, manual changeover in AC units, swapping of power plant unit etc.
11. Routine check of DG, Power plant, Battery and equipment and record the same in log book as per the instructions given in the log book. Reporting of any alarms/ faults/ untoward incident to the concerned officer.
12. Assisting in Diesel filling in the DG Set available at the site.
13. Check the DG battery electrolyte level and specific gravity.
14. Check battery cables and connections.
15. Inspect drive belts.
16. Inspect the coolant heater.
17. Check coolant lines and connections.
18. Check for oil leaks and inspect lubrication system hoses and connectors.
19. Check for fuel leaks and inspect fuel system hoses and connectors.
20. Inspect the exhaust system, muffler and exhaust pipe.
21. Check and clean air cleaner units.
22. Inspect air induction piping and connections.
23. Inspect the DC electrical system, control panel and accessories.
24. Inspect the AC wiring and accessories.

For the BTS site proposed for outsourcing where there is no DG / DG is in faulty condition /not working, the payment for that BTS site may be restricted to the 90% of the approved rate per site per month against the work order issued by BA. As and when DG set is made operational in that BTS site, the payment may be enabled to the extent of the support given by the vendor on pro rata basis against the BTS site for the corresponding period.

Field units have to submit the DG working status report including fuel and run Hours details (Appendix-V) to the concerned AGM in-charge of Mobile Network in that BA.

For the BTS site working with DG sets vendor has to support all the O&M activities of DG sets as mentioned above. However, 10% penalty amount should be recovered against that BTS site where no support is provided by the vendor for the DG sets. This will be over and above the maximum penalty capping of the contract.

**Number of BTS Sites proposed, number of cluster technicians and location of BSNL O&M Teams are mentioned below:**

<b>Sl</b>	<b>BA</b>	<b>NBSNL</b>	<b>BSNL</b>	<b>Total</b>	<b>No. of clusters</b>	<b>BSNL O&amp;M team Location</b>
1	ELURU	117	30	147	10	BHIMADOLU BHIMAVARAM CHINTALAPUDI ELURU JANGA REDDY GUDEM NIDADAVOLU KOVVURU PALAKOLLU TADEPALLI GUDEM TANUKU

**NOTE:** The quantity/no. of sites stated above or specified anywhere in the tender document are only indicative and restrictive. **BSNL reserves the right to vary the quantity/no. of sites to the extent of -25 % to +25 % of specified quantity at the time of award of the contract or during the contract period without any change in unit price or other terms & conditions as per requirement of BSNL from time to time.**

**Schedule of Requirement (SOR)**

<b>Name of The BA</b>	<b>No of Sites @ Regular Up-keeping of BTS Sites Including Tower to be Carried Out</b>	<b>No of Sites @ Operation And Maintenance of BTS &amp; Media equipment to be Carried Out</b>	<b>No of Sites @ Operation And Maintenance of Infra Elements (Power Plant &amp; Battery, AC Units And Electrical Items) to be Carried Out</b>
ELURU	147	147	147

**The quantity indicated in the SoR is purely indicative and for evaluation purposes only.**

**SECTION-III (PREVENTIVE MAINTENANCE)****Appendix-I (PM checklist)**

1	Power Plant Testing	Monthly	<b>To be done as per Appendix-II</b>
2	AMF/AC-DB Panel Checking	Monthly	
3	Battery Bank Testing	Quarterly	
4	Air Conditioner Testing	Monthly	
5	External Alarm Testing	Weekly	
6	General Inspection	Monthly	
7	Earthing Value test	Six monthly	
8	DG Set Checking	Weekly	
9	Cleaning	Monthly	
10	Grass Cutting and External Cleaning	Weekly	
11	Pre Monsoon Checkups	Quarterly	

**APPENDIX-II****PREVENTIVE MAINTENANCE WORKS TO BE CARRIED OUT IN THE PRESENCE OF BSNL SITE IN-CHARGE**

S.No.	Equipment Type	Work to be done
1	Power Plant Testing	Proper working of Power Plant with the existing Modules, Dust cleaning, Tightening of Input and output terminals, replacement of burnt lugs and connections, earthing, Alarms, etc.
2	AMF/ACDB Panel Checking	Tightening of Input and output terminals, replacement of burnt lugs, fuses and connections in ACDB, removal of excess sagging of service wire from pole to ACDB, dry joints at poles in co- ordination with EB officials, AMF panel with Alarms, etc.
3	Battery Bank Testing	Battery cells physical checking with voltage after disconnecting EB mains supply, cleaning of Batteries and battery terminals, tightening of all the Battery terminals, providing of jelly to the terminals, Test discharge of Battery. Log book entry to be made for battery voltage value.
4	Air Conditioner Testing	Checking of Proper working of AC unit through control panel, filter cleaning, working of Temperature sensor, checking of all the electrical connections, etc.,
5	External Alarm Testing	Extension of external alarms and Checking of proper working of external alarms. The current list is being attached. The list of alarms to be updated by BSNL CO from time to time.
6	General Inspection	Inspection of BTS site including all the equipment along with BSNL team, Checking of all the log books/records maintained in the site, condition of signage boards (EMF related), checking of proper working of all the doors/door hinges of BTS, DG and Shelter/Room.
7	Earthing Value test	Exchange/BTS/Tower earth check. Checking of earth resistance of AC and DC as per the standard value
8	DG Set Checking	Checking of proper working of DG set by test run, Tightening of Input and output terminals, replacement of burnt lugs and connections, dust cleaning, checking of oil leakages, checking of DG related Alarms, etc.,
9	Cleaning	Cleaning of Room/Shelter/Compound Area, Filter & dust cleaning of BTS/Exchange and other equipment.
10	Grass Cutting and External Cleaning	Regular maintaining of BTS site/Tower/Exchange by Cleaning and removing of vegetation/Grass/Bush/ creepers.
11	Pre Monsoon Checkups	Checking of proper working of DG, preservation of fuel for DG with sufficient quantity, checking and cleaning of EB connections from electrical pole to ACDB in co-ordination with EB officials.

**APPENDIX-III****GENERAL INSPECTION****(To be done once in a Month)**

Name of the Site:

Site ID:

BA:

Last Date of General Inspection:

S1	Check List	Specifications	Observations/ Remarks
1	Shelter properly cleaned	yes/no	
2	Any Extra material inside shelter	yes/no	
3	DG Set / canopy properly cleaned	yes/no	
4	VRLA Battery Bank	ok/not ok	
5	General site cleaning	done/not done	
6	Aviation Light & its functioning	ok/not ok	
7	Lightening Arrestors and its connection	ok/not ok	
8	DG silencer and Earth-pit paint	ok/not ok	
9	Shelter outside cleaning	ok/not ok	
10	Grass cutting	ok/not ok	
11	Outside cleaning	ok/not ok	
12	Light system indoor & outdoor	ok/not ok	
13	Proper shading of Energy Meter	ok/not ok	
14	Sheeting to avoid overheating of Energy Meter	ok/not ok	
15	Earth pit condition	ok/not ok	
16	Any leakage inside/ outside the DG	ok/not ok	
17	Any Waste material at site like used lube oil used filters, old clothes.	yes/no	



**APPENDIX-IV****PENALTY CALCULATION SHEET****(TO BE SUBMITTED WITH BILL)**

Name of the Vendor:

For the Month of \_\_\_\_\_

Name of BA: \_\_\_\_\_

Penalty Imposed (Please refer **Point no.16**, section-5 Part-A of tender document) :

Type of Penalty	Penalty Rate	No.of sites/ occasions/ instance	Total Amt.of Penalty.
<b>TOTAL</b>			
PENALTY TO BE IMPOSED			
<b>TOTAL PENALTY FOR THE MONTH</b>			

SDE (CM)  
(signature with seal)C/s DE (CM)  
(signature with seal)

AGREED

Signature &amp; seal of vendor

**APPENDIX-V****DG working status Report for the Month of.....**

S.No	Name of the BTS site	DG working status	Diesel filled in litres with date	DG run Hours	Remarks

SDE (CM) / Cluster Incharge  
(signature with seal)C/s DE (CM)  
(signature with seal)

## **SECTION-4, PART-A**

### **INSTRUCTIONS TO BIDDERS**

#### **A. INTRODUCTION**

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

- (a) "The Purchaser" means the Bharat Sanchar Nigam Ltd (BSNL), ELURU
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" or "The Vendor" means the individual or firm supplying the goods/services under the contract.
- (d) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" or "Letter of Intent" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "The Purchase 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 purchase order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "Telecom Service Provider" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (i) "Successful Bidder (s) " means the bidder (s) to whom work in this tender is awarded.
- (j) "BA" means Telecom District coincides with erstwhile SSA.
- (k) "BSNL BTS site "means BTS site working at telephone exchange
- (l) "NBSNL Site" means BTS site not co-located with telephone exchange

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

- 2.1 Kindly refer to Point No- 3 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:**

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.

#### **B. THE BID DOCUMENTS:**

##### **4. BID DOCUMENTS:**

- 4.1 The detailed list of services required to be provided by the bidder, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 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 bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

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

5.1 A prospective bidder, requiring any clarification of the bid documents shall notify the tendering authority in writing or by FAX/e-mail at the tendering authority's mailing address indicated in the invitation for bids. The tendering authority shall respond in writing to any request for clarification of the bid documents, which it receives not later than 03 (Three) days prior to the last date for the submission of bids. Clarifications to these queries by the tendering authority shall be published in the e-tender portal and other websites where the notification of tender was given. These clarifications in the form of corrigendum or amendments will not be published on any newspapers.

5.2 Pre-Bid Meeting: A Pre-Bid Meeting will be held in the AGM NWP & NWO, O/o GMTD, Near Jute mill, ELURU on 30/03/2023, 15:00Hrs. Willing bidders may participate in the said meeting for clarification of any queries related with the tender.

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

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

6.1 At any time, prior to the date for submission of bids, the tendering authority may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 The amendments shall be notified on website (<https://eprocure.gov.in/eprocure/app>) from BSNL and these amendments will be binding on them. The amendments will not be published on any newspapers.

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

6.4 It is the sole responsibility of the bidder to confirm from AGM NWP & NWO, O/o GMTD, ELURU regarding amendments, if any before uploading of the tender document.

## **C. PREPARATION OF BIDS:**

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

It is a two-bid system and the bid prepared by the bidder shall comprise the following components:

- i. TECHNO- COMMERCIAL BID: Techno-commercial bid shall comprise the following Components:
  - a) Documentary evidence established in accordance with **Point No- 2** and **Point No- 10** of Section-4, Part-A that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
  - b) Bid form (Section-9) completed in accordance with **Point No- 8**.
  - c) EMD/Bid Security furnished in accordance with **Point No-12**.
- ii. FINANCIAL BID: Financial bid shall comprise the completed "FINANCIAL BID/PRICE SCHEDULE" (Section-9) in accordance with **Point No-9**.

### **8. BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price schedule furnished in the Bid Documents, indicating the works to be done, a brief description of the works and prices are as per Section-3 & Annexure-2 (Check list

for the bidders) respectively.

## **9. BID PRICES:**

- 9.1 The bidder shall quote the % rate at par/above/below of the estimated amount given in the financial bid. The estimated price is including all charges but excluding GST. GST, if any, shall be paid as applicable.
- 9.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 In case of any discrepancies of quoting rate in figures and words, the rate quoted in words will be considered.
- 9.4 Any erasures/corrections of price bid should be initialed by the bidder with date.

## **10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATION:**

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

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.
- b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1.
- c) Power of Attorney as per **Point No- 14.3** (a) and (d) of this Section and authorization for executing the power of Attorney as per **Point No-14.3** (b) or (c) of this Section.
- d) Documentary proof of GST registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ LoI/signing of contract, if declared successful.
- e) Certificates from all Directors/ Partners of the bidder Company/firm stating that none of their near relatives are working in BSNL in accordance with **Point No- 33** of this Section.
- f) Certificate of incorporation / Registration
- g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. List of all Directors including their name (s), Director Identification Number (s) (DIN) and address (es) along with contact telephone numbers of office and residence.

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

- a) The bidder shall furnish audited Annual Report for last two financial years & IT Returns and a certificate from its bankers to assess its solvency/ financial capability **to the tune of 30% of annual estimated cost of tender.** The solvency certificate of the above value can be submitted by the successful bidder along with PBG at the time of acceptance of APO.
- b) The bidder shall furnish documentary evidence about Job capability necessary to perform the contract.

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

- 11.1** Pursuant to **Point No-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 (Section-4), General Conditions (Section-5 Part A, B) shall not be considered.

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

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

## **13 PERIOD OF VALIDITY OF BIDS:**

- 13.1** Bid shall remain valid for 180 days after the date of bid opening prescribed by the Tendering authority, pursuant to **Point No- 18.1.A**. Bid valid for

shorter period shall be rejected by the tendering authority as non-responsive.

- 13.2** In exceptional circumstances, the Tendering authority may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The EMD/BID Security provided under **Point No- 11** shall also be suitably extended. The bidder may refuse the request without forfeiting his EMD/BID Security. In such case (s), his/her bid shall be rejected without forfeiting the EMD/BID Security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

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

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

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

#### **14.3 POWER OF ATTORNEY:**

- a) The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective 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 is 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 the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.

#### **D. SUBMISSION OF BIDS:**

- 15 The bid should be submitted as per **Point No-3** of tender information

#### **16 SUBMISSION OF BIDS**

- 16.1** Bids must be submitted online only by the bidders on or before the specified date & time indicated in **Point No- 6** of Section-I i.e. DNIT.

- 16.2** BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with **Point No- 6** in which case all rights and obligations of BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

**17 LATE BIDS**

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

**18 MODIFICATION AND WITHDRAWAL OF BIDS**

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

**18.2** The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per **Point No-15**.

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

**E. BID OPENING AND EVALUATION:**

**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 **Point No- 7** of DNIT (Section-1) on due date.

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

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

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

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

(ii) 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.

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

- a) Name of the Bidder
- b) Name of the item
- c) Prices quoted in the bid

d) Discount, if offered

e) Taxes & levies

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

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

## **20 CLARIFICATION OF BIDS**

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

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

## **21 PRELIMINARY EVALUATION**

**21.1** BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

**21.2** Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, etc., the amounts quoted thereof shall be worked out and rounded off to 2 decimal points.

**21.3** If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

**21.4** Prior to the detailed evaluation pursuant to **Point No- 21**, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

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

**21.6** BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.



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

- 22.1** The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **Point No- 21**.
- 22.2** The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the services offered excluding GST, as per the price schedule in the Section -9 Part B of the Bid Document after arithmetical correction in the manner laid down in **Point No- 21.2** above.
- 22.3** Vendors should furnish the correct HSN/SAC in the price Schedule. If the supplier fails to furnish necessary supporting documents i.e. GST invoices etc., in respect of the Duties/taxes for which ITC is available to BSNL, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

**23 CONTACTING BSNL**

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

**24 PLACEMENT OF ORDER**

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

- 24.2** Distribution of Quantities for ordering:

Sl. No.	Number of Bidders on whom the order is proposed to be placed per BA	Proposed Quantity of Distribution per BA
1	Lowest Bidder	L-1 bidder will be allotted 100% quantity

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

- 25.1** The GMTD, ELURU BA reserve the right to offer the contract to any other Tenderer or any other agency in case of unsatisfactory work. The contractor should carry out the work to the satisfaction of BSNL officer In-charge and in the event of his failure the contract work will be got done from some other agency at the cost of the contractor and also penalty will be levied as per the **Point No- 16.m, 16.n** of Section 5 Part A.
- 25.2** The quantity/no.of sites stated above or specified anywhere in the tender document are only indicative and restrictive. BSNL reserves the right to vary the quantity/no.of sites to the extent of -25 % to +25 % of specified quantity at the time of award of the contract or during the contract period without any change in unit price or other terms & conditions as per requirement of BSNL from time to time.
- 25.3** The decision of GMTD ELURU BA on any matter connected to this tender is final & binding on both parties

**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 available in the bid document at Section-7B.

**27.3** In case, L-1 bidder has not submitted the acceptance along with Performance Security, the purchaser exercises the right for placement of Advance work order on tendered quantity on the subsequent bidders with the lowest evaluated L1 price in conformity to Clause 24 of Section 4 Part A.

**27.4** In the event of withdrawal of AWO/ LoI, subsequent claim of bidder for placement of Work Order / signing of contract, shall not be entertained by this office.

**28 SIGNING OF CONTRACT**

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

**28.2** Upon the successful bidder furnishing performance security pursuant to **Point No-** 27 of this Section, the Purchaser shall discharge the bid security in pursuant to **Point No-** 12 of this Section, except in case of L-1 bidder, whose EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to **Point No-** 24 & 27 of this Section.

**29 ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of **Point No-** 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other bidder on its discretion or call for new bids.

**30 DELETED**

**31 REJECTION OF BIDS**

**31.1** While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following Clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- a) **Point No-** 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 **Point No-** 12.1 and bid validity is less than the period prescribed in **Point No-** 13.1 mentioned above.
- b) **Point No-** 2 & 10 of Section-4 Part A: If the eligibility condition as per **Point No-** 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per **Point No-** 10 of Section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) **Point No-** 11.2 (c) of Section-4 Part A: If Clause-by-Clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial

conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

**31.2** Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in **Point No-** 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 of Section 4 Part A.

**33 DELETED**

**34 NEAR-RELATIONSHIP CERTIFICATE**

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

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

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

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

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

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

**35 VERIFICATION OF DOCUMENTS AND CERTIFICATES**

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

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tampered / manipulated either during bid evaluation or during award of contract or thereafter, then BSNL will take action as per **Point No-1** of Appendix-1 of this Section.

**Note for Tender opening Committee:**

- At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.
- The documents/ papers to be submitted in respective bid part have been explicitly stated in **Point No--7** of Section-4 Part A.
- This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.
- These papers will be treated as authentic one, in case of any dispute.

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

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

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

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

	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	(b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The Vendor does not perform satisfactory in the field in accordance with the specification & scope of work mentioned in the PO/ WO/ Contract.	i) It will be regulated as per the penalty clause of the tender document ii) Recover the excess penalty charges from the PG/SD & outstanding bills of the defaulting vendors.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc, and by invoking 'Set off' <b>Point No- 21</b> of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years
	(a) for amount already paid by BSNL.	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	

	<p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	<p>from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
	<p>Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.</p>	
	<p>Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by <b>BSNL or not.</b></p>	
7	<p><b>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</b></p> <p>a) Adversely affects the normal working of BSNL equipment (s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/ Sabotages functioning of the BSNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) Tampers with the billing related data/ invoicing/ account of the Customer/ User (s) of BSNL and/ or any other TSP (s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e.to threaten others/ spread improper news etc.</p> <p>e) Undertakes any action that affects/ endangers the security of India.</p>	<p>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 against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the</p>

		purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.
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.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Undertake work in accordance with <b>Point No- 15</b> Section 5B at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
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.
10 con-td.		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.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager,	



	MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
<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**  
**E-tendering Instructions to Bidders**

**General**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc, to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

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

#### PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

#### SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has upload the bid document either digitally signed bid documents or physically signed on all pages of bid document one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

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

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

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

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

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

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

#### ASSISTANCE TO BIDDERS

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

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

For any technical related queries please call at 24 x 7 Help Desk Number  
0120-4200 462 ,0120-4001 002 ,0120-4001 005 ,0120-6277 787  
Additional Help Desk Number 0120-4001005.

E-mail

Technical - support-eproc@nic.lin

Policy Related - cppp-doe@nic.in

## **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 services under this contract shall conform to the standards prescribed in section-3.

#### **3. PATENT RIGHTS**

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

#### **4.PERFORMANCE SECURITY**

- 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc., shall furnish performance security valid for One and Half Year to the purchaser for an amount equal to 3% of the total value of Advance Work 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 in the form of either FD/DD in favour of AO (Cash), O/o GMTD, BSNL, Near Jute mill, ELURU or in form of Bank Guarantee issued by a scheduled Bank in India and in the proforma provided in 'Section-7B of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 4.5 The performance security deposit with the BSNL will be considered for adjustment against penalties, any other statutory levies and any loss to BSNL properties, if any reported, at the time of final conclusion of the contract and final settlement of account.
- 4.6 In case it is found that a bidder has submitted a fake/ forged bank instrument towards performance security deposit (say PBG), then, actions as per **Point No-1 (a)** of Appendix -1 of Section 4 Part-A shall be applicable.

#### **5. INSPECTION AND TESTS: *Not applicable to this tender***

#### **6. DELIVERY SCHEDULE FOR THE GOODS/SERVICES BY THE SUPPLIER**

##### **6.1**

he execution of the services by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contracts shall remain at the risk of the Supplier

until the entire work has been successfully completed, Tested and made over to BSNL. The works are to be executed as given in the Work Order. Even the goods supplied by BSNL for executing the works desired in the work order shall be maintained in good condition by the contractor and is the responsibility of the contractor to ensure the safety and security of all such material also till the entire work has been successfully completed and made over to BSNL. Any loss/malfunctioning due to mishandling, theft, damage etc., during the execution of the work shall be made good by the contractor, failing which the equivalent cost of loss/damage will be recovered from the bills payable.

6.2

he performance of services shall be made by the Supplier in accordance with the following time schedule. The time schedule for execution and completion of the work is the most important aspect of the contract. The time will be reckoned from the date of issue of work order. The work shall be proceeded with all diligence to achieve the desired progress uniformly throughout the stipulated period of contract.

6.3

#### **ISSUE OF WORK ORDER**

The purchaser reserves the right to issue the work orders awarding the works to the successful bidder (contractor) for any or some of the items of the works for one site in one work order. The work orders will not be issued for site by site, a group of sites clubbed together, all sites together etc.

6.4

**ime Schedule for Commencement and completion of the Work awarded: 15days for all Item of works from the date of issue of work order.**

The contractor (s) has/have to commence and complete the work within the period, which will be mentioned in the work order.

The following timelines are specified for the smooth kick off and completion of the work.

- 1) In case the contractor does not start work even after **21 days** from the expiry of the period given in the work order, BSNL shall be free to re-allot the work to L2 or any other contractor or any outside agency.
- 2) The contractor should have sufficient suitable man power to commence and carry outworks at different locations simultaneously. The work shall be proceeded with all diligence to achieve the desired progress uniformly throughout the stipulated period of contract.

7. TRAINING: Not applicable

8. INCIDENTAL SERVICES: Not applicable

9. SPARES: Not applicable for this tender

10. WARRANTY: Not applicable

11. PAYMENT TERMS- Refer Section-2

12. PRICES: Not applicable

13. CHANGES IN PURCHASE ORDERS

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

- a) rawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- b) he method of transportation or packing;
- c) he place of delivery; or
- d) he services to be provided by the supplier.

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

#### **14. SUB-CONTRACTS**

Sub-contracting under this tender is "PERMISSIBLE" but the responsibility for following the labour laws lies with the main vendor / contractor. Any disputes / problems arising due to labour act are the responsibility of the main vendor only and BSNL is no way part of the disputes/ problems.

#### **15. DELAYS IN THE SUPPLIER'S PERFORMANCE-**

Delivery and performance of the Goods and Services shall be made by the Supplier in accordance with the time schedule and technical specifications provided in the Purchase Order. In case the supply of Goods and delivery of Services are not completed in the stipulated delivery period, as indicated in the Purchase Order, the Purchaser reserves the right either to short close/cancel the Purchase Order in part or full and/or recover liquidated damage charges. The cancellation/short closing of the order for Goods and Services in part or full shall be at the risk and responsibility of the Supplier and Purchaser reserves the right to purchase balance unsupplied and/or short closed/cancelled supplies and services at the risk and cost of the defaulting Supplier. Delay by the Supplier in the performance of its delivery obligations with reference to both the supplies and services shall render the Supplier liable to any or all of the following sanctions:

- (i) Forfeiture of its performance security.
- (ii) Imposition of liquidated damages.
- (iii) Short closure of Contract in part or full and/or termination of the Contract for default.

#### **16. LIQUIDATED DAMAGES/PENALTIES**

Time is the essence of this Tender Document/Contract. The Bidder shall adhere

to the schedule given in the scope of work as per Section 3 of the Tender Document. In the event of Bidder's failure to perform as per the scope of work in section-3, the Bidder shall be liable to pay liquidated damages/penalties as given below.

S.N.	Activity		Timelines for attending/rectification	Penalties (per site)	Severity level
A	Complete outage	Satisfactory support in Site upkeep and prompt action for rectification of alarms/faults in site	< 2 hrs	No Penalty	Critical
			>2 to 4< hrs	Rs 30/hr	
			>4 to 8< hrs	Rs 50/hr	
		Replacement of faulty BTS/ INFRA/ Transmission/ Mini-Link cards / PP modules / Cables /faulty units in case of complete outage.	>8 to 12< hrs	Rs 100/hr	
			>12 hrs	Rs 200/hr	
B	Partial outage	Satisfactory support in Site upkeep and prompt action for rectification of alarms/faults in site	<12 hrs	No Penalty	Major
			>12 to 24< hrs	Rs 20/hr	
		Replacement of faulty BTS/ INFRA/ Transmission/ Mini-Link cards / PP modules / Cables /faulty units in case of partial outage.	>24 hrs	Rs 30/hr	
C	QoS	Support for attending/rectification of the fault related to VSWR, Tilt, Orientation, Antenna height adjustment, swapping etc.	<24 hrs	No penalty	Major
			>24 to 48< hrs	Rs 10/hr	
			>48 hrs	Rs 30/hr	
D	Alarm	BTS/PP/INFRA related ALARM EXTENSION up to OMCR, ensure working of alarms	Within one month of docket booking	No Penalty	Major
			more than one month	Rs 50/day	
		Attending/rectification the fault related to BTS/PP/INFRA related Alarm	<24 hrs	No Penalty	
			>24 to 48< hrs	Rs 10/hr	
			> 48 hrs	Rs 30/hr	
E	Misc	Faulty card/units to be deposited at designated centre and collect repaired unit	1 day	No Penalty	Major
			>1 day	Rs 50/day	
		Support for Removal of bird/honey bee/wasp nest, Aviation lamp	7 days of docket booking	No Penalty	
			>7 day	Rs 50/day	
		cleaning/bush cutting at site within week per instances per site	7 days of docket booking	No Penalty	



**Tender for Outsourcing of Operation & Maintenance of BTS Sites**

			>7 day	Rs 50/day	
		Periodical check-up of PP & battery charging	7 days of docket booking	No Penalty	
			>7 day	Rs 50/day	
		Maintaining EMF related boards and help in providing data for Biennial/Triennial submission of EMF Radiation for Mobile sites.	7 days of docket booking	No Penalty	
			>7 day	Rs 50/day	
F	DG Operation	Starting of DG set as required/ power failure	<1 hr	No penalty	Critical
			>1 hr	Rs.100/hr	
		filling of Diesel at the site/exchange resulting in site/exchange being fully / partially down	<3 hrs	No penalty	
			>3 to 6< hrs	Rs 50/hr	
			>6 to 12< hrs	Rs 100/hr	
			>12 hrs	Rs 200/hr	
G	PM	PM activity as listed in Annexure	Beyond the timeline defined in PM Annexure	Rs 100 /week	Minor
H		First line maintenance/ reporting	<3 hrs	No penalty	Minor
			>3 hrs	Rs.20/Hr	
		Any other single instance of non-completion of ordered activity & single instance of performance deviation as per tender, unless defined in the above penalties	>1 day delay	Rs.30/day	Minor
General: Performance deviation due to BSNL reasons will be exempted from Penalties					
1	Missing/damage/theft of the card/unit after taking custody of the same from BSNL till deployment in BTS / Equipment will be vendor's responsibility and the actual cost of the card will be recovered from the bill.				
2 (i)	Penalties attributable to the bidder will be capped to 20% of the total contracted value for the services of the relevant invoice period. However, if total penalties reaching the capping limit (i.e.20%) consequently for 3 months in such cases the capping limit will be revised to 40% of the invoice and it will be restored back to original 20% when the penalties is below 20% for three consequent months.				
(ii)	If the total penalties reaching the capping limit consecutively for 3 Month, BSNL will have the right to terminate the contract of the concerned BA without any further notice.				
3	If any fraudulent activity by the personnel deployed in filling of diesel in GSM sites or in site Maintenance activities, is detected by BSNL authorized personnel/officer, then the bidder is liable to pay penalty i.e. The cost of consequential damages to any BSNL equipment/installation (s) /DG set (s) would be deducted at actual, from the service provider's bill. This will be over and above the other penalties and will not be subject to capping if any.				

- h) If any fraudulent activity by the personnel deployed is detected by BSNL authorized personnel/officer, then the bidder is liable to pay penalty as assessed by BSNL i.e. the cost of consequential damages to installation (s) /DG set (s) would be deducted at actual, from the service provider's bill. This will be over and above the other penalties and will not be subject to capping if any.
- i) Any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from Service Provider (SP).
- j) In case of dispute regarding deciding reasons for total breakdown of the station or any of its item such as DG set/ ACs and Power Plants on account of failure or mistake by day to day operation/ up-keeping staff, decision of the GMTD, BSNL, ELURU shall be final and binding.
- k) In case of total damage or loss of equipment due to improper handling, fraudulent activity or negligence of the vendor, he (vendor) shall be liable to pay the cost of damaged/lost equipment or actual cost of restoration of equipment, done either by AMC vendor or any other agency engaged by BSNL in this regard.
- l) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier/vendor, further the same shall not be challenged by the supplier/vendor either before Arbitration, tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be preferable to arbitration.
- m) In the absence of the workforce, amount should be deducted on a pro-rata basis from the invoice amount to the extent of the person's non-availability w.r.t the contract of every month. This will be over and above the other penalties and will not be subject to capping if any.
- n) Where no service is provided by the vendor as per the scope of the work under this contract, 100% cost against the respective BTS site for that period from the invoices. i.e, No work and No pay should be implemented for that site. This will be over and above the other penalties and will not be subject to capping if any.

## **17. FORCE MAJEURE**

- 17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come

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

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

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

- 18.1 In case of default by Bidder (s) / Vendor (s) such as
- (a) Failure to deliver services within the time period (s) specified in the contract, or any extension thereof granted by the purchaser pursuant to **Point No-15** of this section;
  - (b) Failure to perform any other obligation (s) under the Contract; and
  - (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
  - (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

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

**19. TAX INDEMNITY CLAUSE**

BSNL has the right to recover Input Tax Credit (ITC) loss suffered by it from the supplier due to any mis declaration on invoice by the supplier or block listed by GST authorities during currency of BSNL contract.

Taxes applicable from time to time during the tender period will be deducted at the time of settlement of bills/SD at source.

**19.1. GST Invoice and Compliances:**

The contractor has to follow Guidelines and regulations under GST. Contractor has to file returns as per act regularly. If any loss occurred to BSNL due to non filing of returns by vendor, it will be recovered in future Bill/ Security Deposit

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

B) Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

C) It would be the responsibility of the contractor to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.

D) Contractor shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

E) In case Contractor gets black listed during the tenure of BSNL contract, then the Contractor must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of Contractor.

F) "Duties & Taxes for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO/APO.

G) Suppliers should furnish the correct HSN / SAC classification / Customs tariff Head in the price

Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.

H) In case the Duties, Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties, Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties, Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.

I) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.

J) If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc., in respect of the Duties, Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm.

K) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

L) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc., which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier

## **20. ARBITRATION**

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

20.2 A part wishing to commence arbitration proceeding shall invoke Arbitration

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

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

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

20.4 Neither party shall appoint its serving employee as arbitrator.

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

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

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

#### 20.8 **Fast Track Procedure**

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

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

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

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
  - (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
  - (c) An oral hearing may be held only, if all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
  - (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- 20.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- 20.8.5 If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29 A of the Arbitration Conciliation Act, 1996 shall apply to the proceedings.
- 20.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- 20.8.7 The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

## **21. SET OFF**

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

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

**22. INTIMATION OF SUPPLY STATUS: Not applicable**

**23. DETAILS OF THE PRODUCT: Not applicable**

**24. FALL CLAUSE: Not applicable**

**25. COURT JURISDICTION**

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

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

**26. General Guidelines:-**

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

**SECTION -5 Part B**

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

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

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

**2. Safety of Labour and BSNL property:-**

The **successful Tenderer / contractor shall** be solely responsible for payment and compensation under WC Act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and CGM/PGM/GM of Circle Office / PGM/GM of the concerned BA, BSNL AP Circle 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 labourers engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident or death of the contractor's staff directly or indirectly. All

liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained / accepted by the BSNL.

- 2.2** The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards / flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
- 2.3** Contractor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his Labourer in carrying out the work and the same shall be rectified / compensated by the contractor at his own cost.
- 2.4** It will be sole responsibility of the contractor that the men deployed for the purpose of BTS Outsourcing activities are to be trained to avoid any mishap, directly or indirectly.
- 2.5** On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The contractor shall be bound of follow all such restrictions and adjust the program for execution accordingly.
- 2.6** The contractor should carry out the work to the satisfaction of BSNL officer In-charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other Tenderer or any other agency in case of unsatisfactory work at the cost of the contractor and payment will be settled on prorated Basis.
- 2.7** The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.
- 2.8** The contractor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and GM ELURU BA shall not involve in any manner.
- 2.9** No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the contractor must comply all requirements as per applicable Law/ Acts etc.
- 2.10** The decision of GM of ELURU BA on any matter connected to this tender is final & binding on bidder.
- 3.** Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Purchaser.
- 4.** Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to amendment of relevant clause (s) of the bid documents.
- 5.** The tender shall be evaluated on the basis of rate mentioned in Price schedule of section-9 Part B.
- 6.** The Purchaser reserves the right to negotiate with the bidder against the rates quoted by bidder under Price Schedule of the financial bid.



- 7.** The Purchaser reserves the right to counter offer price (s) against price (s) quoted by any bidder.
- 8.** The Purchaser reserves the right to reject a bid as non-responsive if the prices for all items are not quoted by the bidder in the price schedule.
- 9.** It is not mandatory on the part of the purchaser to issue work order to successful bidder for all the items of the tender. The Purchaser reserves the right to issue work orders to only some of the items mentioned in the tender as per his convenience, depending on the availability of stores and requirement.
- 10.** Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 11.** The successful bidder should engage adequate number of well skilled, technically qualified, active, motivated and dynamic personnel for carrying out the works.
- 12.**  
The bidder shall strictly adhere to the conditions prescribed by the Purchaser only.
- 13.** The terms and conditions prescribed by the Purchaser in this document shall form part of the agreement to be entered into between both the parties.
- 14.** Any current proceedings against the bidder by any unit of BSNL should be informed at the time of the bid. In case of any suppression of information/providing false declaration is known at a later date, the bid is liable to be rejected. Also, in case any penalty is imposed by any BSNL unit against the successful bidder between the submission of the bid and end of the deliveries against the issued PO, BSNL reserves the right to cancel the PO placed forthwith and regulate the security deposit/PBG as per BSNL guidelines. BSNL will then be free to award the full/part of the requirements to any of the other willing bidders.

\*\*\*\*\*

## **SECTION-6**

### **UNDERTAKING & DECLARATION**

**6 (A)** - For understanding the terms & condition of Tender & Specification 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 EMD/ SD deposited by us will stand forfeited to the BSNL. **BID SECURITY DECLARATION IN THE FORMAT KEPT AT SECTION 7 (C) IS TO BE SUBMITTED IN CASE OF MSME.**

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

**1.**All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.

2.If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: .....

Signature of Tenderer

Place: .....

Name of Tenderer .....

Along with date & Seal

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

(Format of the Certificate to be given as per the **Point No-** 34 of Section-4 Part A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is

*"I.....s/o.....r/o.....hereby certify that none of my relative (s) as defined in the tender document is/are employed in BSNL unit 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."*

Date: .....

Signature of Tenderer

Place: .....

Name of Tenderer .....

Along with date & Seal

**6 (C) CLAUSE BY CLAUSE COMPLIANCE**

**ANNEXURE-‘A’**  
**CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT**

<b>S.No.</b>	<b>Clauses</b>	<b>Compliance</b>
(A)	(B)	(C)
1	All clauses of Scope of the work of Section-3	
2	All clauses of Schedule of Requirements (SOR) of Section-3	
3	All clauses of General Commercial Conditions of Section-5 Part A	
4	All clauses of Special Commercial Condition of Contract of Section-5 Part B	

- i) The clause-by-clause compliance statement should be given as per clause 11.2 of Section-4 Part A and **Point No- 31.1** of Section-4 Part A.
- ii) The bidder should mention **‘FULLY COMPLIED’ in the column ‘C’ above;** otherwise a statement of deviation may be submitted as per clause 11.2 of Section-4 Part A and **Point No- 31.1** of Section-4 Part A.

**ANNEXURE-‘B’**  
**NO DEVIATION STATEMENT**

<b>S.N o.</b>	<b>Clauses</b>	<b>Compliance</b>
(A)	(B)	(C)
1	All clauses of Scope of the work of Section-3	
2	All clauses of Schedule of Requirements (SOR) of Section-3	
3	All clauses of General Commercial Conditions of Section-5 Part A	
4	All clauses of Special Commercial Condition of Contract of Section-5 Part B	

- i) The ‘No deviation statement’ should be given as per **Point No- 11.2** of Section-4 Part A and **Point No- 31.1** of Section-4 Part A.
- ii) The bidder should mention **‘NO DEVIATION’ in the column ‘C’ above;** otherwise a statement of deviation may be submitted as per **Point No- 31.1** section-4 Part A.

**SECTION-7**

**PROFORMAS**

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

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

Whereas M/s .....

R/o ..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs...../- (hereafter known as the "B.G.Amount") valid up to ...../...../ 20.....(Hereafter known as the "Validity date") in favour of GMTD, BSNL ELURU (Hereafter referred to as BSNL) for participation in the tender of work of .....Vide tender no.....

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

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

2.We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder (s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B.G.Amount".

3.We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder (s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder (s) shall have no claim against us for making such payment.

4.We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder (s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

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

6. Not with standing anything herein contained;

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

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

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

Place: .....

Date: .....(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

## 7 (B) For the Performance Guarantee

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

Dated:.....

### Sub: Performance guarantee.

Reference: BSNL **Tender no.** \_\_\_\_\_ **dated** \_\_\_\_\_ **for (name of the work)**

Whereas General Manager, BSNL, ELURU

R/o .....(hereafter referred to as BSNL) has issued an APO no.....Dated ...../...../20.....Awarding the work of .....to

M/s .....

R/o ..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of General Manager, BSNL, ELURU of Rs...../- (hereafter referred to as "P.G.Amount") valid up to ...../...../20..... (hereafter referred to as "Validity Date") Now at the request of the Bidder, We .....

Bank .....Branch having .....(Address) and .....Regd.office .....address as .....

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

2.We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G.Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3.Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

4.We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5.The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to

Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained;

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

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

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

Place: .....

Date: .....(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

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

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

**Subject:** Authorization for attending Bid opening

I/ We Mr./Ms.....have submitted our bid for the tender

no..... in respect  
of .....

.....(Item of work) which is due to open  
on

..... (date).

We hereby authorize Mr./ Ms.....& Mr./  
Ms..... (Alternative)

whose signatures are attested below, to attend the bid opening for the tender  
mentioned above on our behalf.

.....  
Signature of the Representative

.....  
Signature of Bidder/ Officer authorized to sign

Name of the Representative on behalf of the Bidder

.....  
Signature of the alternative Representative

.....  
Name of the alternative Representative

Above Signatures Attested

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



### **7 (D) Declaration for BID SECURITY**

**I, /M/s ----- hereby declare that I participated in BSNL tender NIT no. AP ELR-20/16(13)/1/2023-CM PLG ELR/BTS OUTSOURCING TENDER/2022-23 Dated 25-03-2023. The bid security is not submitted by me / us as per the Ministry of Finance letter no. F.9/4/2020-PPD dated 12.11.2020 and BSNL CO letter no. BSNL CO-MMT/12(15)/1/2020-MMT dated 05.12.2020. In case I become successful bidder, I abide that in case of withdrawal / modification of bids during the period of validity etc. and in case not abide the said tender terms and conditions, I will be suspended / debarred / banned for the period of One year from participating in tenders of BSNL.**

Place:

Date:

Signature of Bidder

**Note: The MSE bidders are exempted from payment of bid security:**

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for tendered items will have to be attached along with the bid.
  - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - c) MSE unit is required to submit its monthly delivery schedule.
  - d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits (Exemption from Tender cost and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/contract by BSNL for one year from the issue of such order.
  - e) MSE (Micro and small enterprises) bidder should declare UAM number on CPPP portal. The bidders who also fail to submit UAM number shall not be able to avail the benefits (Exemption from Tender cost and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by Ministry of MSME. A mandatory undertaking from MSME bidders regarding declaration of UAM number on CPPP to be obtained.
- 3.1 A bid not secured in accordance with para 8.1 & 8.3 shall be rejected by the BSNL as non-responsive.
- 3.2 The bid security of the unsuccessful bidder will be refunded as promptly as possible after finalization of the contract but not later than 30 days after the expiry of the period of bid validity prescribed by the BSNL.
- 3.3 The successful bidder's bid security will be refunded after signing of agreement with the approved bidder.
- 3.4 The bid security shall be forfeited:
- 8.7.1 If a bidder withdraws his bid during the period of bid validity specified in the biddocument or
- 8.7.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the BSNL or
- 8.7.3 In case of a successful bidder, if the bidder fails:
- to sign the agreement in accordance with Section XI, or
  - to furnish Material Security in accordance with **Point No- 5 (i)** of Section V.
  - to observe material terms and conditions stipulated in the tender document including mandatory/ statutory/legal requirements **eg.** Labour, Taxation laws etc

## **SECTION-8**

### **Bidder's profile**

Tenderer / Bidder's Profile to be filled online

(To be filled in online as per the online Form/ template available and submitted by the bidder)

#### **A) Bidder's Profile**

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

2.In case of Consortium, name of each member/firm:

#### **B) Details of Lead Bidder**

1.Present Correspondence Address

.....

.....

.....

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

FAX No.....

2.Address of place of Works/

Manufacture .....

.....

.....

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

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

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

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

5.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) :

.....

.....

.....

6.Permanent Account No.: .....

7.Details of the Bidder's/ Lead 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.) :.....

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

.....  
.....

9. GSTN Registration Number (s) of all units/business places of the bidder vide which he intends to execute the Contract, if awarded.

GSTN1.....GSTN2..... GSTN3.....and so on

Place.....

Signature of contractor .....

Date .....

Name

of

Contractor .....

**SECTION-9 PART-A**

**BID FORM**

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

**Ref:** Your Tender Enquiry No.....dated .....

1.Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos.....dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.

2.Bid submitted by us is proper as per the online process so as to prevent any subsequent alteration and replacement.

3.We agree to abide by this Bid for a period of 180days 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 @ 3% 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 Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated:.....day of.....20...

Signature .....

Witness Name .....

Signature.....In the capacity of .....

Name .....Duly authorized to sign the bid for and on

Address.....behalf of.....

**SECTION-9 Part-B****Price Schedule**

**Name of work:** Outsourcing of Up-keeping, House Keeping, operation and Maintenance of Equipment at BSNL/NBSNL BTS sites in ELURU BA

<b>S N o</b>	<b>Description of item/works</b>	<b>Quan tity</b>	<b>Unit</b>	<b>ESTIMAT ED COST in (Rs.)  (Excludin g GST)</b>	<b>Quoted rate in Rs (Excluding GST)</b>	<b>Total Amount arrived as per quoted rate</b>	<b>Total Amount arrived as per quoted rate in Words</b>
A	B	C	D	E	F	G= C*F	H
1	Up-keeping, Operation and maintenance of BSNL BTS Sites equipment including Land Line Exchanges & Infra Elements under <b>ELURU BA</b>	30	Per BTS per Month	<b>1564.10</b>		G1	
2	Up-keeping, Operation and maintenance of NBSNL BTS Sites equipment including Infra Elements under <b>ELURU BA</b>	117	Per BTS per Month	<b>1564.10</b>		G2	
	NOTE: (i) The estimated cost mentioned above is inclusive of all charges but excluding GST. (ii) GST will be paid extra as Applicable from time to time. (iii) List of BTS sites will be supplied at the time of issuing work order. (iv) All the above 2 items may vary from -25% to +25% as per actual requirement. (v) L1 will be decided as per lowest total composite price. (vi) Lowest total composite price/Year in INR = ((12 X G1) + (12 X G2)).						

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

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

1. 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.
2. 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.
3. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
4. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

**(Authorized Signatory)**

**Date:**

**Place:**

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

**Witness 1:**

**Witness 2:**

**ANNEXURE-2****CHECK LIST FOR THE BIDDERS**

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

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

<b>Sl.No.</b>	<b>DOCUMENTS</b>	<b>Submitted / Not Submitted (If Not Applicable, reason in brief)</b>
<b>1</b>	Cost of the tender document (₹____/-) or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
<b>2</b>	Bid Security in the form of Bank Guarantee for ₹____/- valid up to 180 days from the date of tender opening. Or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
<b>3</b>	Scanned copy of <b>Bid Form in Section-9 Part A</b> and <b>Price Schedule in Section-9 Part B</b> duly filled up and signed.	
<b>4</b>	Scanned Copy of Certificate of Incorporation/ Registration of firms etc., as applicable	
<b>5</b>	Scanned copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per <b>Point No-14.3 of Section-4 Part A</b> .	
<b>6</b>	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
<b>7</b>	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
<b>8</b>	Scanned copy of Credentials regarding experience as per <b>Point No- 3.2 of Section -1</b> .	
<b>9</b>	Scanned copy of Documents related to financial capabilities of the bidder as per <b>Point No-3.3 of Section -1</b> .	



<b>10</b>	Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to <b>of Section-6 Part-C.</b>	
<b>11</b>	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
<b>12</b>	Scanned copy of Near Relationship Certificate as per <b>Section 6 Part (B)</b>	
<b>13</b>	Declaration that the firm is not black listed by GST Authorities agreement as per <b>Point No- 3.1.2</b> of Section -1.	
<b>14</b>	Letter of Authorization to attend Bid opening event	
<b>15</b>	PAN Card	
<b>16</b>	Valid Goods and Services Tax Registration Certificate (s)	
<b>17</b>	Valid EPF registration	
<b>18</b>	Valid ESIC certificate	
<b>19</b>	Valid labour license	
<b>20</b>	Income tax returns filed for last 3 years	
<b>21</b>	Indemnity as per Point No--3.1.2 of Section -1.	
<b>22</b>	Undertaking and Declaration as per <b>Section-6 Part A</b> duly filled up and signed	
<b>23</b>	Bidder's Profile as per <b>Section-8</b> duly filled up and signed.	
<b>24</b>	Indemnity Bond as per Annexure-1.	
<b>25</b>	Client certificates issued to the consortium partner (s).	
<b>26</b>	Any other supporting documents asked for in bid document.	

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

.....

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

Date:.....

Note: Bidders shall sign and stamp on all pages of the bid.

**Annexure-3**

**Declaration for BID SECURITY**

**I, /M/s ----- hereby declare that I participated in BSNL tender NIT no.AP ELR-20/16(13)/1/2023-CM PLG ELR/BTS OUTSOURCING TENDER/2022-23 Dated 25-03-2023. The bid security is not submitted by me / us as per the Ministry of Finance letter no. F.9/4/2020-PPD dated 12.11.2020 and BSNL CO letter no. BSNL CO-MMT/12(15)/1/2020-MMT dated 05.12.2020. In case I become successful bidder, I abide that in case of withdrawal / modification of bids during the period of validity etc. and in case not abide the said tender terms and conditions, I will be suspended / debarred / banned for the period of One year from participating in tenders of BSNL.**

Place:

Date:

Signature of Bidder

**Note: The MSE bidders are exempted from payment of bid security:**

- f) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for tendered items will have to be attached along with the bid.
- g) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- h) MSE unit is required to submit its monthly delivery schedule.
- i) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits (Exemption from Tender cost and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/contract by BSNL for one year from the issue of such order.
- j) MSE (Micro and small enterprises) bidder should declare UAM number on CPPP portal. The bidders who also fail to submit UAM number shall not be able to avail the benefits (Exemption from Tender cost and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by Ministry of MSME. A mandatory undertaking from MSME bidders regarding declaration of UAM number on CPPP to be obtained.

3.5 A bid not secured in accordance with para 8.1 & 8.3 shall be rejected by the BSNL as non-responsive.

3.6 The bid security of the unsuccessful bidder will be refunded as promptly as possible after finalization of the contract but not later than 30 days after the expiry of the period of bid validity prescribed by the BSNL.

3.7 The successful bidder's bid security will be refunded after signing of agreement with the approved bidder.

3.8 The bid security shall be forfeited:

8.7.4 If a bidder withdraws his bid during the period of bid validity specified in the biddocument or

8.7.5 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the BSNL or

8.7.6 In case of a successful bidder, if the bidder fails:

- to sign the agreement in accordance with Section XI, or

- to furnish Material Security in accordance with **Point No- 5** (i) of Section V.
- to observe material terms and conditions stipulated in the tender document including mandatory/ statutory/legal requirements **eg.** Labour, Taxation laws etc.