



**BHARAT SANCHAR NIGAM LIMITED**  
**General Manager Telecom District Guntur Business Area**

**Expression of Interest**  
**For Outsourcing the**  
**Operation and Maintenance of**  
**BSNL CUSTOMER SERVICE CENTERS**  
**In Guntur District, Guntur B.A**  
**E-Tender Notice**

**EOI No: GMT-GTR/AGM(S&M)/e-EOI/Outsourcing/CSC/GTR-SSA/2022-23/ 55 Dated: 02-08-2023.**

Signature of Bidder.....

Name of Bidder.....

Name of the CSCs for which EOI is being submitted .....

BA of the CSCs for which EOI is being submitted .....

Last date of submission/Date of opening of Bid ..... Before 12.00 hrs of 19-08-2023 / 11.00 hrs of  
21-08-2023.

Signature and Seal of issuing authority.....

General Manager Telecom District 1 <sup>st</sup> Lane, CM Nagar Guntur Business Area		BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise) Guntur District ,Guntur B.A
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From

To

Assistant General Manager, S&M  
O/o General Manager Telecom District,  
BSNL, Guntur (Business Area).

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**Sub:** EOI for Outsourcing the Operation and Maintenance of BSNL CSCs in Guntur SSA under Guntur BA - reg.

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

Sl No	Item	Description	Page No.
1	Section-A	Detailed NIT/EOI	5-8
2	Section-B	Scope of the Work for O&M of CSCs.	9-14
3	Section-C	Tender Information,	15-16
	Section-C-Part A	E-tendering Instructions to Bidders	17-20
	Section-C-Part B	General Instructions to Bidders	21-33
	Section-C-Part C	Special Instructions to Bidders	34-35
4	Section-D-Part A	General (Commercial) conditions of contract	36-39
	Section-D-Part B	Special(Commercial) conditions of contract	40
5	Section-E	Tender Cum Auction (e-Reverse Auction / e-Forward Auction)in Govt. e Procurement System of NIC (Ge PNIC©)Instructions to Bidders	41-44
6	Annexure – I	Financial Quote.	45
7	Annexure-II	Categories of CSCs in Guntur SSA under Guntur B.A.	46
8	Annexure-III	Mutual Non Disclosure Agreement.	47-52
9	Annexure-IV	Non relative certificate.	53
10	Annexure-V	Bid Security.	54-55
11	Annexure-VI	Performance Bank Guarantee.	56-57
12	Annexure-VII	Details of the bidder (Firm).	58-59
13	Annexure-VIII	Letter of authorization.	60
14	Annexure -A	Clarifications on queries.	61-62
15	Annexure -B	Commission structure	63
16	Annexure-C	Consortium Agreement	64-65
17	Annexure-D	Under Taking & Declaration	66
18	Annexure-E	Deed of Indemnity	67-68

This document contains 68 pages including the cover page. Please check that all the pages are intact in the document.

**Assistant General Manager, S&M,  
O/o GM Telecom., BSNL,  
Guntur -522007**

### **CHECK LIST FOR BIDDERS / APPLICANTS.**

1. The Bidder should ensure that all documents and papers submitted in this EOI are fully authenticated by the authorized signatory under his signature with official seal wherever applicable.
2. The following documents form part of the EOI and should be submitted with EOI:

S. No.	Documents to be submitted	Documents submitted	
		Y/N	Page No. of Document Attached
1	All pages of this EOI document, duly signed by the authorized signatory in a token of acceptance of all terms and conditions by the bidder. Any other document submitted by the bidder should also be signed by the authorized signatory.		
2	Duly filled application form for individuals/companies/firms		
3	Mutual non-disclosure Agreement (On Rs. 100/- non-judicial Stamp paper) attached as Annexure-III is mandatory for obtaining EOI Document.		
4	Two Stage Bid – Separate Covers for Technical Bids and Financial Bids Bid names should be specified on the Covers.		
5	DD of Rs1180/- as cost of the bid document from a Nationalized /Scheduled Bank should be attached towards EOI document cost		
6	Scanned copy of General Power of attorney in favor of the signatory signing the EOI Documents		
7	Attested copy of Article or Memorandum of Association or partnership deed or proprietorship registration as the case may be.		
8	Details of the Firm along with list of Directors of the Board of the Company, List of Partners, as applicable.		
9	Scanned Attested copy of GST Registration number.		
10	Scanned Attested copy of PAN Number.		
11	Scanned Attested copy of current & valid clearance from State authorities if applicable.		
12	Scanned copy of DD or Scanned copy of MSME certificate or Scanned copy of Bank guarantee towards EMD/Bid security issued from a nationalized/ Schedule bank on non-judicial stamp paper of Rs.100/- (Format enclosed Annexure V) and valid for 180 days from the date of opening of EOI.		
13	Scanned Attested copy of Audited results of last three financial years (FY 2019-20, FY 2020-21 FY 2021-22,) or (FY 2020-21, FY 2021-22, FY 2022-23) certified by CA		
14	Certificates of experience <u>(From any Government Organization or PSU) (or as needed)</u>		
15	Latest Income Tax clearance certificate.		
16	Scanned Attestation of the Signature of the Authorized Signatory by the Bidders Bankers.		
17	Letter of Authorization for attending the Bid Opening event as per Annexure – VIII.		
18	Turnover certificate issued by <u>certified Chartered Accountant (CA)</u>		
19	<u>Local Residence (AP) Proof to be submitted (for SGST Purpose)</u>		
20	Any other supporting document as asked for or called for		
21	This check list		



**Bharat Sanchar Nigam Limited**  
**General Manager Telecom District, Guntur SSA, under Guntur B.A**

Details of the CSC for which the EOI is applied  
*(To be filled by the applicant)*

Name of the BA/SSA	Name of the CSC	Category of CSC

Name and address of the firm

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

Phone No. (s):  
 Office:  
 Residence:

Mobile :

Details of the EOI Document Cost and Ernest Money Deposit:

Particulars		Issuing Bank With branch name	Issuing date	Validity	Amount (Rs.)
<b>EOI Document cost</b>	DD No..... .....			N/A	Rs.1180/-
<b>EMD (in the form of BG)</b>	BG No..... .....			Valid up to .....	.....

Seal & Signature of Bidder .....



**Bharat Sanchar Nigam Limited**  
**General Manager Telecom District,**  
**Guntur SSA,**  
**under Guntur B.A**

**NOTICE INVITING EOI (EXPRESSION OF INTEREST) FOR OUTSOURCING THE**  
**OPERATION AND MAINTENANCE OF BSNL CSCS IN GUNTUR SSA UNDER**  
**GUNTUR B.A.**

**EOI No: GMT-GTR/AGM(S&M)/e-EOI/Outsourcing/CSC/GTR-SSA/2022-23/55 Dated: 02-08-2023.**

**SECTION-A**

1. Digitally Sealed EOI (location wise) are invited on behalf of CMD BSNL by GMTD Guntur BA for the “**Outsourcing of Operation and Maintenance of BSNL CSCs in Guntur SSA under Guntur BA**” and provision of services to BSNL, from eligible and willing bidders as mentioned in Annexure-I & II.

Table –I (category-1 CSC)

EMD	Cost of EOI Document	Last Date & Time for Bid submission	Date & Time of Bid opening	Name of BA	Name of CSC	Code No. CSC
Rs.1,00,000/-	Rs.1180/- (inclusive of GST)	12.00 Hrs of 19-08-2023	11.00 Hrs of 21-08-2023	Enclosed as Annexure-II		

Table –II (category-2 CSC)

EMD	Cost of EOI Document	Last Date & Time for Bid submission	Date & Time of Bid opening	Name of BA	Name of CSC	Code No. CSC
Rs.75,000/-	Rs.1180/- (inclusive of GST)	12.00 Hrs of 19-08-2023	11.00 Hrs of 21-08-2023	Enclosed as Annexure-II		

Table –III (category-3 CSC)

EMD	Cost of EoI Document	Last Date & Time for Bid submission	Date & Time of Bid opening	Name of BA	Name of CSC	Code No. CSC
Rs. 25,000/-	Rs.1180/- (inclusive of GST)	12.00 Hrs of 19-08-2023	11.00 Hrs of 21-08-2023	Enclosed as Annexure-II		

**If interested kindly submit your offers by means of online bids only for electronic tendering at the portal detailed in “Special instructions to bidders for E-tendering(Section-c, Part-A in this case) before 12:00 Hrs of 19-08-2023. The date of opening of tender in CPP e-portal <https://etenders.gov.in> on 21-08-2023 at 11:00 Hrs”**

Note:The downloading of EOI document will be from 12.00hrs of 07-08-2023 to 12.00 Hrs of 19-08-2023 on all working days w.e.f. 07-08-2023

## 2. ELIGIBILITY CRITERIA:

Taking into consideration the importance of CSCs for BSNL as well as for customers, it is very essential that the bidder firms have sufficient experience in setting up of and running such CSCs in India / worldwide. The following criterion shall be met by the bidder company and/or legally bound consortium who intend to participate in this EOI and only those bidders who qualify the following conditions, need put in the proposal:

2.1 Bidder Company shall be registered & incorporated in India under the Company Act, 1956 or 2013 as the case may be or Partnership Firm / Proprietorship Firm.

2.2 The bidder company shall have a minimum Cumulative turnover of INR 1 Crore for category – I CSC / INR 75 Lakhs for category – II CSC / INR 50 Lakhs for category – III CSC during last 3 years (i.e. financial year 2019-20, FY 2020-21, FY 2021-22 (or) FY 2020-21, FY 2021-22, FY 2022-23). Audited Balance Sheets for the last three years shall be submitted as a supporting document.

OR

Bidder Company shall have a Net worth of INR 2 Crore on 31st March'22. In case of consortium, turnover/ Net worth of only lead bidder shall be counted. Lead bidder is being referred as bidder in the EOI document.

2.3 Bidder shall have relevant experience of setting up and running successfully at least 1000 (cumulative) square feet of raised floor commercial Customer Care Centre (excluding utilities) from a maximum of 2 commercial customer care centers locations in India, for at least 12 months on the date of EOI bid submission.

OR

If the bidder's company is not meeting the experience as in this Para 2.3 above, then Bid can be submitted through a legally bound consortium (format as at Annexure-C) with a company who is having experience as in this Para 2.3 above. However in such case, the lead bidder company must have Customer Care Centre experience in two financial years (i.e. FY 2020-21, FY 2021-22) or (FY 2021-2022, FY 2022-2023).

OR

Call Centre Operators of BSNL (existing & Old), who have worked for BSNL for at least 1 year & with at least 50 operator positions per month are eligible to apply for this EOI directly without fulfilling other eligibility conditions.

2.4 All existing BSNL Franchisees/RD (CM, CFA, Integrated) having Rs. 50 Lakhs of Cumulative Turnover from BSNL Business during the three years (2019-20, 2020-21, & 2021-22) or (2020-21, 2021-22 & 2022-23) are eligible and do not need any more eligibility criteria as mentioned in 2.2 or 2.3 above.

2.5 Bidders are required to submit certificates/documentary proof for item (2.1) to (2.3). The verifiable reference along with the contact details shall also be cited in the bid document for item at 2.3.

2.6 The Company should not be a Licensed Telecom Service Provider (TSP) to provide Basic Services/ Cellular

Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India or owned or controlled by a TSP in India.

2.7 The Company should not have controlling equity stake (26% or more), or vice versa, in and of any Basic Services/ Cellular Telephony Services/ UASL/ NLD/ ILD Services operating companies in India or their promoters.

### 2.8 EMD/Bid Security:

EMD/Bid Security in the form of Bank Guarantee will be

- |                               |                    |
|-------------------------------|--------------------|
| a. For Category-1 CSCs        | Rs.1,00,000        |
| b. For Category-2 CSCs        | Rs. 75,000         |
| c. <b>For Category-3 CSCs</b> | <b>Rs. 25,000.</b> |

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

- a. Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), O/o GMTD, BSNL, GUNTUR" and payable at GUNTUR separately for each CSC participated.
- b. Bank Guarantee(s) from a Scheduled Bank in India, drawn in favour of "AO (Cash), O/o GMTD, BSNL, GUNTUR, which should be valid for 180 days (i.e. one month above the offer/ bid validity period) from the tender opening date.
- c. The MSME Vendors are eligible for exemption of "Payment of EMD/Bid Security/Purchase Preference on production of Current and valid Udyam Registration Certificate." 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.
- d. Bid Security may be submitted in the form of Bank Guarantee as per clause 2.8, The proforma of EMBG is available as Annexure-V or in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favor of "Accounts Officer(Cash), O/o GMTD , Guntur BA separately for each CSC.

**Purchase of EOI Document :**

Tender document can be obtained by downloading it from the website "<http://ap.bsnl.co.in/>" and e- tender portal "[e-tenders.gov.in](http://e-tenders.gov.in)". The bidders downloading the tender document are required to submit the tender fee of amount of Rs **1,180/-** ( Rupees One Thousand One Hundred and Eighty only)(Inclusive of GST) through DD along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

The MSME vendors are eligible for exemption of "Payment of EOI Document cost" on production of current and valid Udyam Registration Certificate.

Mutual Non-Disclosure Agreement (on Rs. 100/- Non-Judicial Stamp paper) attached as Annexure-III is mandatory for obtaining EOI document.

**Note:**

1. Bidder may give the Name and complete contact details (including Mobile No. Email ID etc) of the person(s) authorized by the bidder firm to visit various CSC locations as specified in the EOI document.
2. Queries from only those perspective bidders shall be entertained and considered for issuance of clarifications, who have purchased the EOI document. Proof of payment of requisite charges for the same, shall be submitted along with the queries.
3. EOI document shall be provided after signing a mutual Non-Disclosure Agreement (NDA) with BSNL (on non-judicial stamp paper of requisite value) as per Annexure-III.
4. Tender document shall be available for downloading from BSNL website "<http://ap.bsnl.co.in/>" from 07-08-2023 onwards. The same tender document uploaded on BSNL website shall be made available on e-tender portal ([etenders.gov.in](http://etenders.gov.in)) 07-08-2023 onwards for start on online bid submission. 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 on its submission / closing date.
5. Submission of EOI: – EOI should be submitted online on or before 12.00 Hrs of. 19-08-2023.
6. Fee for EOI document is neither transferable nor refundable
7. The tenders shall be opened at 11:00 Hrs of. 21-08-2023 through 'Tender Opening Event' in the office of the AGM(S&M), O/o GMTD, Guntur (i.e. Room No:222), BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Tender Opening Event (TOE) from the comfort of their offices. 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.

8. Tender bids received after due time & date will not be accepted.
9. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
10. GMTD, BSNL, Guntur reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the highest bid.
11. The bidder shall furnish a declaration, as per Annexure-D 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.
  - a. 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.
  - b. 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.
  - c. All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.
12. The queries in respect of this bid document, if any, can be submitted through Email latest up to . 10-08-2023.(Four Working Days only)

BSNL's Contact Person	Sri M.S. Prasanna Kumar, AGM (S&M)
Telephone & Mobile	9440000171
E-mail ID	agmsgtr@gmail.com
<u>Office Address</u>	<u>AGM (S&amp;M), Room no: 222,</u> <u>O/o GMTD, CM NAGAR , Guntur -</u> <u>522007.</u>

BSNL's Contact Person	Sri S.Nageswara Rao, JTO(Marketing)
Telephone & Mobile	0863-2248855, 9440000673
E-mail ID	rajbsnl66699@gmail.com
<u>Office Address</u>	<u>JTO (Marketing), Room no: 221,</u> <u>O/o GMTD, CM NAGAR , Guntur -</u> <u>522007.</u>





Bharat Sanchar Nigam Limited  
General Manager Telecom District  
Guntur SSA under Guntur BA

## **SECTION- 'B'**

### **SCOPE OF WORK FOR “OPERATION & MAINTENANCE OF BSNL CSCS.**

**The broad scope of the CSC operations is as follows:-**

- (a) Sale of new SIMs. Normal and Bulk Booking/Vanity and fancy number booking/Post paid to pre-paid and vice versa conversions.
- (b) Plan change/ISD /International roaming.
- (c) VAS services.
- (d) Replacement of SIMs
- (e) Sale of post paid mobile connections
- (f) Sale of Top-ups/STVs/PVs. Also online payment by customer may be promoted.
- (g) Sales Complaint redressal.
- (h) Processing of MNP requests
- (i) Bill collection of Landline/Broadband/FTTH/Post paid Mobile
- (j) New Phone bookings and feasibility of and line/ Broadband/ FTTH/ Wings/ ASEEM, Vanity booking/ISDN/PRI/BRI.
- (k) DND Activation/deactivation.
- (l) Handling of bill related queries and complaints.
- (m) Receiving and coordinating request for shift, name transfer and closure of connections.
- (n) All commercial services which are presently being offered in CSCs (Including services being provided free of charge) and all commercial and CSC services which may emerge in future.
- (o) All the above activities are to be done for retail as well as bulk/enterprises customers.
- (p) Any other activity to be assigned by the GMTD, Guntur.
- (q) Precalling all customers (LL/BB/FTTH) whose pay by date is going to expire in a week. The list shall be given by BSNL. The bidder shall talk to customer & remind/motivate him to make payment. Thereby bidder shall ensure almost no disconnection. The reasons for disconnection shall be recorded.
- (r) The bidder shall use BSNL Landline phones only to contact the customers.
- (s) The bidder shall endeavour to recharge the customers online in case customer request for online transfer without coming to the CSC. The bidder shall save this kind of requests and ensure that no fraud shall be done with the customer. Any customer complaint, verified to be correct, shall be a cause for the termination of contract.
- (t) The bidder shall answer the LL/BB/FTTH calls from the customer. There shall not be any customer complaint on non answering the phone.

#### **1.0 Terms and conditions of infrastructure and related facilities:**

- (1) BSNL shall provide covered space without any charges. Existing infrastructure of CSC shall be handed over on as-is where-is basis. The bidder shall submit the taken over certificate for all items in the beginning of the contract.
- (2) Since the CSC premises will be utilized exclusively by the bidder, hence electricity bill for CSC shall have to be paid by bidder as per actual consumption. Sub-meter will be installed by BSNL Electrical wing and manual bill also to be produced.

- (3) Bidder shall be responsible for keeping the area neat and clean and do all marketing activities like updating of poster/banners/new Tariff chart (provided by BSNL)etc.
- (4) Bidder may be permitted to put additional canopies/other product marketing tools, in the premises for promotion of BSNL products.
- (5) The Bidder must hand over existing Infra Structure of the CSC like Buildings,Furniture, Fixtures, and Office Equipments like IT Peripherals in as is where is basis as being made over to them at the time of the commencement of the Contract. The made over to BSNL certificate shall be obtained by bidder/contractor from BSNL.
- (6) Bidder may be permitted to utilize existing electric equipments light, fans, air-conditioners etc if available otherwise they shall bring their own.
- (7) Bidder should be responsible for maintaining infrastructure,electric equipment, furniture, and computers and replace the same if required, for proper upkeep of the CSC.
- (8) One high speed BB/FTTH connection may be provided at CSC and connectivity to BSNL IT systems shall also provided by BSNL on rent free basis. This connection shall be used only for the scope of CSC operations only. GMTD reserves the right to disconnect the service in case the connection is misused. The bidder may have to pay for the connection thereafter. Misuse of connection can be a ground for termination of the contract.

## **2.0 OTHER TERMS AND CONDITIONS:**

- (i) The CSCs are to be manned from 8:00 am to 8:00 pm for all Category – I and from 9:00 am to 6:30 pm for all Category – II & III on all days except National holidays. Proper publicity shall be done among public regarding the CSC timings.
- ii) Proper training and dress code for staff manning the counters should be ensured by the bidder.
- iii) Sale of products and services should be restricted only within CSCs. The bidder shall meet the monthly targets assigned by BSNL for various products & services and exceed the same endeavor to.
- iv) The bidder will not be allowed to sell any non BSNL products from the CSC.
- v) Bidder will be paid for all sales as per the Franchisee S&D Policy 2018 and related circulars on bill payments or as modified time to time.
- vi) Bidder shall be paid Rs 20 per Aadhaar demographic updates and Rs 50 per for new Aadhaar generation (Successful), mandatory & Full/Normal biometric update . For Aadhaar related activity operator should be through approved / empanelled agency by UIDAI. Penalty imposed by UIDAI for wrong Aadhaar Generation/wrong Demographic/Biometric updating will be passed on the bidder. The no.of transaction finalised by the competent authority shall be final and bidder shall not dispute the same.
- vii) Bidder will get commission/ facilitation charges as per franchisee policies of different products/ services. All cash transactions in the CSC shall be done through the CBP/CTOPUP wallet, and no cash transactions shall be done between BSNL and CSC partner for Collections done in CSC. The collections at CSC shall be submitted within 12 noon of the next day of the sale. Any delay shall be levied with penalty to be decided by competent authority. Failure to remit the money to BSNL shall be a cause for termination.
- viii) The bidder shall be paid Rs.2/- per transaction for items not defined in Franchisee S&D policy

2018. There will be a capping of 150% for all non commercial transactions e.g. issue of duplicate bills, DND activation/deactivation etc. based on average monthly volume of last six months but it will be further restricted to ensure that it is not more than 10% of total charges/commission earned in a month.

- ix) For CM related sales, no FOS will be paid on SIM sale or Re charge sale which is otherwise paid as per franchisee S&D policy 2018. BSNL monthly targets shall be met by the bidder.
- x) All changes in Franchisee S&D policy will be implemented with reference to the Commission structure as and when BSNL does so. The bidder shall deploy sufficient staff to deliver the services to the customers. No customer shall have to wait for more than half an hour.
- xi) Penalty
  - i) The bidder shall be liable to pay any type of penalty imposed by government sector such as DoT/ TERM Cell etc. with respect to CSC work.
  - ii) The bidder shall be liable to pay the penalties if any imposed by UIDAI for wrong Aadhar Generation / wrong Demographic and Biometric Updation etc.

### **3.0 Documents Establishing Firm's Eligibility and Qualification:**

3.1 The Company/Firm is required to furnish the following documents in the technical Proposal:

- i. Certificate of Incorporation/Registration.
- ii. Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- iii. Details of the firm along with List of Directors on the Board of the Company/the partner's details along with their address, contact telephone numbers etc.
- iv. Board's resolution in favour of authorized signatory.
- v. Attestation of the signature of the authorized signatory by the bidder's bankers.
- vi. Certificates regarding eligibility conditions as per EOI.
- vii. Audited results of last three financial years (FY 2019-20, FY 2020-21, FY 2021-22) or (FY 2020-21, FY 2021-22, FY 2022-23)
- viii. A no relative certificate in the format as at Annexure-IV.
- ix. Bid security, as per the details given in the Notice Details.
- x. Any other certificate(s) as per the EOI requirements.

3.2 In case of consortium bids, only lead bidder will interact with BSNL for all obligations/ payment; however all consortium members will be responsible for the execution of the project.

3.3 A consortium member may participate in more than one consortium. However the bidder is not permitted to be a consortium member under another bidder for this project.

3.4 No change in consortium members i.e. addition or dropping of a member shall be permitted after the submission of the bid.

3.5 Power of Attorney:

- a. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- b. The power of Attorney be executed by a person who has been authorized by the

Board of Directors of the bidder in this regard, on behalf of the Company/ institution/Body corporate.

- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d. In case, authorized signatory of the bid ( i.e. PoA holder) is different than the person who submits the online bids using digital signatures certificate(DSC), then the power of Attorney should also include the name of this person submitting online bidson e-tender portal.

#### **4.0 Duration of the contract period.**

Duration of contract will be 1 year. After 1 year, contract may be extended further for 1 year on same terms and conditions based on performance.

#### **5.0 Financial Proposal and Evaluation:**

The Bidders qualified in the Technical evaluation will only be consider for further evaluation of their Financial Bids.

The bidder should quote a fixed amount to be paid to BSNL for each Category-I / category – II / Category – III CSCs as per the Financial quote enclosed in Annexure – I. (financial Bid) (in online)

The BSNL has fixed the Floor Price per month for each CSC (As per the Financial Bid at Annexure-I) and the Bidders has to quote an amount higher to this Floor Price only. The Highest Bid among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid any number of CSCs offered in the EOI. However evaluation shall be done for each CSC separately. Further, If there is a discrepancy in the amounts of “Figures” and “In Words” quoted by the bidder, then the amount specified in the “In Words” will be taken as final.

#### **6.0 Performance Bank Guarantee (PBG):**

- (a) The successful bidder shall have to pay Performance Bank Guarantee (PBG)/SD as per Annexure-VI as detailed below.

# PBG (Performance Bank Guarantee) of:

- *Rs.1.5 Lakhs + 18% GST i.e 1.77 Lakh for Category – I per CSC*
- *Rs.0.5 Lakhs + 18% GST i.e 0.59 Lakh for Category – II per CSC*
- *Rs.0.3 Lakh + 18% GST i.e 0.354 Lakh for Category – III per CSC*

The PBG has to be submitted before signing of agreement within 15 days of Letter of Intent (LOI).

- (b) The PBG shall be initially valid for Eighteen months. For extension of Contract further for Second year, PBG shall be renewed accordingly.

(c) The bidder shall ensure that the Performance Bank Guarantee (PBG) is sent to BSNL directly by the issuing Bank under Registered post (A.D). In exceptional circumstances where PBG is submitted by the bidder to BSNL, the bidder should ensure that an unstamped duplicate copy of the PBG is sent immediately by the bank directly to the purchaser by Registered post(A.D)

#### **7.0 Forfeiture of Bid Security:**

The bid security may be forfeited

i) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity as in the bid document or

ii) In the case of successful bidder , if the bidder fails

**a)** to sign the contract on allocation of work or

**b)** to furnish the PBG as required

Note: The bidder shall mean individual company/firm or the front bidder and its technology/consortium partner, as applicable.

**8.0 Termination of Contract due to non performance (default) (Exit Clause invoked by BSNL):**

- a) Each CSC will be assigned Quarterly targets for sale of SIM recharge and new connection based on the average volume of last quarter with an incremental increase up to 10%.
- b) Failure to meet the targets for two successive quarter shall lead to first notice for termination of contract.

- c) On second failure to meet the target for One more quarter, the actual termination of contractdone.
- d) The BSNL has right to reject any bid/cancel the EOI at any stage, cancel the Contract at anystage without assigning any reason

#### **9.0 Dispute Resolution/Arbitration:**

Any question, dispute or differences arising out of or in connection with this agreement or breach, termination or validity hereof, shall be first endeavored to be settled through bipartite discussion or negotiations between the parties. If the dispute cannot be amicably settled either party, as soon as practicable, but not earlier than three months after a request to settle the dispute amicably has been made to the other party, give to the other party note in writing or existence of such question, dispute or difference, specifying the nature and the point at issue, and the same shall be finally settled by Arbitration conducted in accordance with The Arbitration and Conciliation Act 1996 any modifications or reenactments there to and relevant laws and regulations in force at that time in India. All such disputes and differences which may arise between the parties hereto as to the meaning, construction or effect of any of the terms and provisions of this agreement or as to the right or claim of either party under this agreement shall be referred to the sole arbitration of the General Manager Telecom District, Guntur (B.A) or his nominee including any officer of Bharat Sanchar Nigam Limited (BSNL) nominated by him and the Franchisee shall not raise any objection to such arbitration on the ground that the arbitrator is an officer of Bharat Sanchar Nigam Limited (BSNL) and as such is an interested party or that the Arbitrator so appointed has earlier dealt with the subject matter of this agreement. Any order / Directions / Awards of the Arbitrator shall be final and binding on both the parties. The arbitration proceedings shall take place in Vijayawada and will be governed by the provisions of The Arbitration and Conciliation Act 1996 or of any statutory amendment thereto or any reenactment thereof for the time being in force. The Arbitrator so appointed shall pass a speaking award. In case of any dispute, the Vijayawada Court alone shall have the territorial jurisdiction to adjudicate upon the matter.

#### **10. Clarification for Queries raised regarding Policy Guidelines for outsourcing the Operation and Maintenance of BSNL CSCs is enclosed as ANNEXURE-A**



**Bharat Sanchar Nigam Limited**  
**General Manager Telecom District,**  
**Guntur SSA, under Guntur B.A**

## **SECTION 'C'**

### **TENDER INFORMATION**

1.0 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 dates 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.

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

3.0 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. (DD/Cash receipt/BG)
2. Scanned copy of payment of cost of tender document i.e. tender fee. (DD/Cash Receipt)
3. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 2 & Section B Clause-3 of the DetailedNIT.
4. Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with Clause 3.5 of Section B not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.
5. Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
6. Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
7. Attestation of the signature of the authorized signatory, issuing PoA ,by Bank.
8. Mutual non disclosure agreement as per Annexure III.
9. Letter of authorization for attending bid opening event as per Annexure-VIII.
- 10.No Near-Relationship Certificate duly filled & signed as per Annexure IV.
- 11.Attested copy of GST Registrstion umber
- 12.Attested copy of PAN Number
13. Attested copy of current & valid clearance from state authorities if applicable.
- 14.Attested copy of Audited results of last three financial years(FY 2019-20,FY2020-21, FY 2021-22) or (FY 2020-21, FY 2021-22, FY 2022-23)

15. Experience certificate
16. Latest Income Tax Clearance certificate
17. Scanned copies of all pages of the EOI Document duly signed by the Authorized Signatory in token of acceptance of all the terms and conditions by the bidders.
18. Scanned copies of any other documents submitted by the bidder with signature.
19. Scanned copy of the MSME certificate in case the bidder is registered under MSME and claiming for exemption from payment of Application fee and EMD.
20. Scanned copy of turn over details of last 03 years

B. Financial Envelope shall contain:

- 1) Price Schedule as per Annexure-I

C. Offline Documents :

The following documents are required to be submitted offline (i.e. offline submissions) to be dropped in the Drop Box at the Chamber of the AGM (S&M), Room No-222, O/o GMTD, BSNL, and Guntur on or before the specified date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, should be super scribed with "E O I for Outsourcing of Operation and Maintenance of BSNL CSCs in Guntur SSA, under GUNTUR B.A" and it should be dropped in drop box kept in the office of AGM(S&M), O/o GMTD, Guntur and with the phrase: "Do Not Open Before (due date & time of opening of tender).

- i. EMS- Bid Security (in Original).
- ii. DD/Bankers Cheque of tender Fee (in original)
- iii. Power Attorney in accordance with clause Section -B -Clause 3.5
- iv. In case, if the bidder is claiming exemption under MSME clause, a copy of the MSME Certificate is to be submitted.
- v. All the above physical documents except Bank Instruments are to be submitted with bidders signature and Stamp.



## **SECTION - C : PART-A**

### **E-TENDERING INSTRUCTIONS TO BIDDERS**

#### **1.0 General:**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Section-C 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 in submitting their bids online on the CPP Portal.

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

**Tender Bidding Methodology:** Sealed Bid System – 'Single Stage Using Two Envelopes', followed by 'e-Forward Auction' (if required ) after opening of the Financial bids.

#### **2.0 Registration**

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

#### **3.0 Searching For Tender Documents**

- a. 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.
- b. 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

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is any corrigendum issued to the tender document.

- c. 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.

#### **4.0 Preparation Of Bids**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids and the corrigendum if any issued, will become integral part of the EOI.
- 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.

#### **5.0 SUBMISSION OF BIDS**

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

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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 005

0120-6277 787 0120-4001 002

Additional Help Desk Number 0120-

4001005. E-mail: Technical - support-

eproc@nic.lin

Policy Related - cppp-doe@nic.in

## **6 . E-Forward Auction (if required) :**

E-Forward Auction would be conducted on Unit/ Total Package/ Net Cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

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The following would be parameters for e- Forward Auction:

SI No	Parameter	Value
1	Date and Time of Forward-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening of Financial-part.
2	Duration of Forward-Auction Bidding Event	.....( Typically 1 to 2 ) Hours
3	Automatic extension of the 'Forward-Auction Closing Time', if last bid received is within a 'Pre defined Time-Duration' before the 'Forward-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	..... xx Minutes(Typically 05 minutes)
3.2	Time-Duration of Automatic extension	.....yy Minutes (Typically 10 minutes)
3.3	Maximum number of Auto-Extensions	.....nn Automatic Extensions.
		(Typically 04 to 06 extensions)
4	Criteria of Bid-Acceptance	'Beat on Starting last quoted Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	Unit/ total package/ net cost to BSNL (To be decided by
6	Minimum Bid-Increment	.....( Value in Currency) To be decided by
7	Display of 'Pseudo Identity' of Bidders during bidding period	To all Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current Rank	Yes

Note : Parameters at S. No. 5 & 6 shall be confirmed after opening & evaluation of Financial bid parts.

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## **SECTION-C Part B**

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

#### **1.0 DEFINITIONS**

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

#### **2.0 ELIGIBILITY CONDITIONS:**

- 2.1 Kindly refer to Clause 2 Section A & Clause 3 Section B.
- 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.

#### **3.0 COST OF BIDDING**

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

#### **4.0 DOCUMENTS REQUIRED**

- 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 the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

#### **5.0 CLARIFICATION OF BID DOCUMENTS**

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by Email to tender inviting authority as indicated in the invitation of Bid. BSNL shall respond in writing to

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any request for the clarification of the Bid Documents, which it receives latest up to 3 days from issue of NIT Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. (Format for submission of queries in Excel sheet only)

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

## **6.0 AMENDMENT OF BID DOCUMENTS**

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

6.2 The amendments shall be notified in writing by Email or by Addendum through e-tendering portal to all prospective bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them.

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

## **7.0 DOCUMENTS COMPRISING THE BID**

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

- a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 Section A & Clause 3 Section B.
- b) EMD/Bid Security furnished in accordance with Clause 2.8 Section A.
- c) A Bid form and price schedule completed in accordance with EOI & Annexure-I.

## **8.0 BID FORM**

8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be provided along with the prices as per Bid form and Annexure-I.

## **9.0 BID PRICES – Not applicable**

## **10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION -**

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

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.
- b) Additional documents to establish the eligibility and qualification of bidder as specified in EOI.
- c) Power of Attorney as per Clause 3.5 of Section B and authorization for executing the power of Attorney as per Clause 3.5 of Section B.
- d) Certificates from all Directors/ Partners of the bidder Company/firm stating that none of their near relatives are working in BSNL in accordance with Annexure-IV.
- e) Certificate of incorporation / Registration
- f) 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 three financial years & IT Returns (i.e. 2019-20,

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2020-21 and 2021-22) or (2020-21, 2021-22 & 2022-23).

## **11.0 DOCUMENTS ESTABLISHING SERVICES' CONFORMITY TO BID DOCUMENTS**

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

11.2 The documentary evidences of the "services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

(a) A Clause-by-Clause compliance on the Purchaser's Job Specifications and Commercial Conditions demonstrating substantial responsiveness to the Job Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Job Specifications and Commercial Conditions shall be given by the bidder. A bid without Clause-by-Clause compliance of the Scope of Work, Section B, General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions (Section-C Part C, D ) shall not be considered.

## **12.0 BID SECURITY / EMD**

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-A clause 2.8.

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 vendor 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 Clause 12.7 of this section.

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

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

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily in accordance with clause 27 of this section and furnishing the performance security, except in case of H-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered.

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 an 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 Section B Clause7.

## **13.0 PERIOD OF VALIDITY OF BIDS**

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

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13.2 In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. The bidder may refuse the aforesaid request without risk of forfeiture of its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

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

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

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

14.3 Power of Attorney

a. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

b. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.

c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

d. In case, authorized signatory of the bid ( i.e. PoA holder) is different than the person who submits the online bids using digital signatures certificate(DSC), then the power of Attorney should also include the name of this person submitting online bids on e-tender portal.

#### **15.0 SEALING AND MARKING OF BIDS**

15.1 The bid should be submitted as per Clause 3 Section C of tender information.

15.1.1 The bids are being called under Single Stage Bidding & Two stage opening using two Envelope System. The details of sealing & marking of bids in each case is given below:

15.1.2 In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a single envelope -**Not applicable for this tender.**

15.1.3 In Single stage bidding & two envelopes system the bidder shall submit his bid online in two electronic envelopes; (Refer Section-C)

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per clause 12 of this Section. Second envelope will be named as Financial bid containing Price Schedules as per Annexure-I.

15.2

(a) The offline envelope shall be addressed to the purchaser inviting the tender: "*AGM (S&M), 1<sup>st</sup> floor Room NO-222, O/o GMTD, BSNL, 1<sup>st</sup> Line, CM Nagar, Guntur -522007*"

(b) The offline envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

(c) The inner and outer offline envelopes (in case of manual tendering process) shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.

(d) Offline envelope should be deposited in the tender box provided by tendering authority or sent by

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registered post or delivered in person on above mentioned address (address is given in clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time, would vest with the bidder.

(e) Bids delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in EOI to AGM (S&M), O/o GMTD, BSNL Bhavan, Guntur -522007 at the venue (address is given in clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.

(f) Venue of Tender Opening: Chamber of AGM (S&M), *1<sup>st</sup> floor Room NO-222*, O/o GMTD, BSNL, *1<sup>st</sup> Line, CM Nagar, Guntur -522007* at specified time & date as stated in EOI.

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

15.3 If both the envelopes are not submitted as required at clause 15.1 and 15.2, of this section the bid shall be rejected.

## **16.0 SUBMISSION OF BIDS**

16.1 Bids must be submitted online only by the bidders on or before the specified date & time indicated in Note 5 of Clause 2 of Section-A i.e. EOI.

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

## **17.0 LATE BIDS**

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

## **18.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

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

## **19.0 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 Note 5 of Clause 2 of Section-A i.e. EOI 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 (Annexure-VIII).

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

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

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

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

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representatives by sending them a suitable notice.

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

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

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

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

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

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

## **20.0 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.

## **21.0 PRELIMINARY EVALUATION**

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

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

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

21.4 Prior to the detailed evaluation pursuant to clause 21 above, 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.

## **22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS -**

The bidder should quote a fixed amount to be paid to BSNL for each Category-I / category – II / Category

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– III CSCs as per the Financial quote enclosed in Annexure – I. The BSNL has fixed the Floor Price per month for each CSC (As per the Financial Bid at Annexure-I) and the Bidders has to quote an amount higher to this Floor Price only. The Highest Bid among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid any number of CSCs offered in the EOI. However evaluation shall be done for each CSC separately. Further, If there is a discrepancy in the amounts of “Figures” and “In Words” quoted by the bidder, then the amount specified in the “In Words” will be taken as final.

### **23.0 CONTACTING BSNL**

23.1 Subject to clause 20 above, 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.

### **24.0 PLACEMENT OF ORDER**

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

24.2 The bidder can participate for any number of CSCs but the evaluation will be done for each CSC separately.

### **25.0 PURCHASER'S RIGHT TO VARY QUANTITIES**

25.1 The GMTD, Guntur reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work. The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the contract work will be got done from some other agency at the cost of the contractor and payment will be settled on prorata Basis.

25.2 The decision of GMTD, Guntur on any matter connected to this tender is final binding.

### **26.0 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.

### **27.0 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 15 days of issue of the advance work order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Annexure-VI.

27.3 H-1 bidder may be issued Advanced Work Order (AWO)

### **28.0 SIGNING OF CONTRACT**

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

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27 of this Section, the Purchaser shall discharge the bid security in pursuant to para 12 of this Section, except in case of H-1 bidder, whose EMBG / EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause nos. 24 & 27 of this Section.

### **29.0 ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 27 & 28 (above) 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.

### **30.0 QUALITY ASSURANCE (QA) REQUIREMENTS – This Clause is not applicable**

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### **31.0 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) clause 12.1 & 13.1 of this Section: The bids will be rejected at opening stage if Bid security is not submitted as per clause 12.1 of this section and bid validity is less than the period prescribed in clause 13.1 mentioned above.

b) clause 2 & 10 of this section: If the eligibility condition as per clause 2 of this section is not met and/ or documents prescribed to establish the eligibility as per clause 10 of this section are not enclosed, the bids will be rejected without further evaluation.

c) clause 11.2 (c) of this section:- If Clause-by-Clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.– **This Clause is Not Applicable**

d) While giving compliance to Section-D Part A, General Commercial conditions, Section-C Part C, Special Instructions to Bidders, Section-D Part B 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) Annexure-I Price Schedule: Prices are not filled in as prescribed in price schedule.

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of this Section, 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.

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

As per Appendix-1 to Section C Part B.

### **33.0 CLAUSE DELETED.**

### **34.0 NEAR-RELATIONSHIP CERTIFICATE**

34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is

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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 Annexure-IV

### **35.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES**

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

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

Note for Tender opening Committee:

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

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

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

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**Appendix-1 to Section C- Part B**

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

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	<b>Note 3:-</b> However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties &amp; responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of AWO and SD/ PG by H-1 bidder within time period specified in AWO.	Forfeiture of EMD.
4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	<p>i) Termination of WO.</p> <p>ii) Under take work in accordance with DNIT at the risk of defaulting bidder</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	<p>i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided</p> <p>ii) Under take work in accordance with DNIT at the risk of defaulting bidder</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.</p>
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>c) for amount higher than that approved by BSNL for that service.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking 'Set off' Clause 21 of Section D Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	

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	<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL. c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. e) undertakes any action that affects/ endangers the security of India.	iv) Legal action will be initiated by BSNL against the Vendor if required.
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received
		iii) Under take work in accordance with DNIT at the risk of defaulting bidder
		iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received
		iii) Under take work in accordance with DNIT 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.

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	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	b) in spite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
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	<p>The following cases may also be considered for Banning of business:</p> <p>(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.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions Section A clause 2 of EOI</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(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.</p>	<p>i) 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>
<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.		

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## **SECTION-C Part C**

### **SPECIAL INSTRUCTIONS TO BIDDERS**

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

#### **1. Evaluation**

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

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

Step II: Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 2 Section A & Clause 3 Section B.

Step III: Selection of Successful Bidder.

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

###### **1.2.1. The Techno-Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in as per Clause 2 Section A & Clause 3 Section B.**

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

- a. Bids that are incomplete i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution as per Clause 3.5 of Section- B, format for disclosure, valid EMD;
- b. Bid not signed by authorized signatory and / or stamped in the manner indicated in this Bid Document;
- c. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Qualification Requirements;
- d. Information not submitted in formats specified in the Bid Document
- e. Bid not providing information/ document to satisfy Qualification Requirements;
- f. Bidder not meeting the criteria mentioned in Clause 4 of Section 1 DNIT of this Document
- g. A Bidder submitting more than one Bid for the same CSC;
- h. Bid validity being less than that required as per Clause 2 of Section-C of this Bid Document;
- i. Bid being conditional in nature
- j. Bid not received (Electronic and offline) by due date and time as specified in this Bid Document.
- k. More than one Bidding Company using the credentials of the same Parent /Affiliate;
- l. Bidder delaying in submission of additional information or clarifications sought by BSNL.
- m. Bidder makes any misrepresentation of facts.
- n. Bid not accompanied by valid EMD

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

###### **1.2.4. Step II - Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 2 Section A & Clause 3 Section B.**

###### **1.2.5. After ensuring EMD with respect to its amount and validity; evaluation of Bid will be carried out based on the information furnished by the Bidder as per the prescribed Formats in**

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Annexures I to VIII and A to C and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause 2 Section A & Clause 3 Section B.

- 1.2.6. Price Bid of only those bidders will be opened whose Techno-Commercial qualification requirement, prima facie meets the Qualifying Criteria. However, if at later stage it is found that Techno-Commercial bid doesn't meet the qualification criteria, bid can be rejected at sole discretion of BSNL.
- 1.3. Step III – Selection of Successful Bidders
  - 1.3.1. Only the bids qualifying in Step II above, shall be financially evaluated for respective CSC, in this stage, on basis of their quote as per Financial schedule in Annexure-I.
  - 1.3.2. Successful Bidder shall unconditionally accept the AWO, issued by BSNL, within 14 days of issue of AWO.
  - 1.3.3. If the Successful Bidder, to whom the AWO has been issued, does not accept the AWO unconditionally, BSNL reserves the right to annul the award of the Letter of Intent to such Successful Bidder and forfeit EMD ( in case of H-1 bidder).
  - 1.3.4. It shall not be binding upon BSNL to accept the highest bid as successful.
  - 1.3.5. It shall not be obligatory on the part of BSNL to furnish any information or explanation for cause of rejection of Bid or part of the Bid. Notwithstanding anything stated above, BSNL reserves the right to assess the credibility, capability and capacity of the bidders and viability of the Proposal to perform the contract should circumstances warrant such an assessment in the overall interest of BSNL and Bidder shall furnish all other required documents to BSNL.
  - 1.3.6. BSNL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this Bid Document and make its own judgment regarding the interpretation of the same. In this regard BSNL shall have no liability towards any Bidder and no Bidder shall have any recourse to BSNL with respect to the selection process.
  - 1.3.7. BSNL shall evaluate the Bids using the evaluation process specified above, at its sole discretion.
  - 1.3.8. BSNL's decision in this regard shall be final and binding.

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## **SECTION-D Part A**

### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

**1. APPLICATION**

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

**2. DELETED**

**3. PATENT RIGHTS**

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

**4. PERFORMANCE SECURITY**

- 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount Rs.30,000/- per type –III CSC equal to 3% of the monthly revenue of last six months..
- 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 in form of Bank Guarantee issued by a scheduled Bank in India and in the proforma provided in Annexure-VI 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.

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

**5. DELETED**

**6. DELETED**

**7. DELETED**

**8. DELETED**

**9. DELETED**

**10. DELETED**

**11. PAYMENT TERMS- Refer Section-B**

**12. DELETED**

**13. DELETED**

**14. DELETED**

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

**16. PENALTY-- Refer Section-B.**

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

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

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

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

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

Purchaser will take action as specified in Appendix-1 of Section-C, Part-B.

## **19. DELETED.**

## **20. ARBITRATION**

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

20.2 A 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	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)

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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.
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20.4 Neither party shall appoint its serving employee as arbitrator.

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

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

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

## 20.8 Fast Track Procedure –

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

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

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

- The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions field by the parties without oral hearing;
- 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;
- 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;
- The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

20.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

20.8.5 If the award is not made within the period specified in sub-section (4), the provisions of **sub-Sections (3) To (9) of section 29 A** shall apply to the proceedings.

20.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

20.8.7 The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
1.10.1 Up to Rs 5 Crores	Within 6 months (Fast Track procedure)
1.10.2 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.

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

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

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

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

**21. SET OFF**

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

**22. DELETED**

**23. DELETED**

**24. DELETED**

**25. COURT JURISDICTION**

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

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

**“This Contract/ PO is subject to jurisdiction of Court at GUNTUR only”.**

**26. General Guidelines:-**

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

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

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## **SECTION-E**

### **Tender Cum Auction (e-Reverse Auction / e-Forward Auction)** **in Govt. eProcurement System of NIC (GePNIC©)** **Instructions to Bidders**

1. Tender Cum Auction is a combination of electronic Tender followed by Auction (Reverse / Forward Auction) in GePNIC. It is generally called as eRA. The Reverse (or Forward) Auction as the case may be, will be conducted after Opening of Price / Financial Bids.
2. The Tender Inviting Authority (TIA) will normally mention about conducting of eRA along with necessary instructions at the Notice Inviting Tender (NIT) stage itself. In the portal, it will be mentioned in the Form of Contract as 'Tender Cum Auction' against the particular tender.
3. Bidders, who are registered as privileged bidders (like MSME/ Startup / Make in India) in the portal and wish to avail the preferential treatment during financial evaluation of the tender, as per GoI policy should upload relevant documents during bid submission to claim Preferential treatment, subject to whether the preferential treatment is permitted by TIA against that tender during the time of Publishing.
4. Bidders are advised to refer the Annexure in this document regarding terminologies being used in Tender cum Auction.
5. Generally, all bidders who are techno-commercially qualified & approved by department/organization will be eligible for participation in the Reverse (or Forward) Auction.
6. Bidder's eligibility in the Reverse (or Forward) Auction will also depends on the "Bidders Elimination Process" configured by TIA in that tender. The elimination criteria for auction is one which normally restricts one or more bidders from participation in the auction who have quoted in the tender which is exorbitantly high in case of Reverse Auction or very low in case of Forward Auction. Hence, bidders are advised to quote reasonably in the price bid to avoid elimination from participation in the auction. Bidders are advised to refer to NIT/ Tender documents or may contact concerned tender inviting authority for auction elimination criteria against the tender.
7. After opening of the price (financial) bids, System will displays L1 (or H1) bidders price based on either overall price basis or item wise/lot price basis automatically.
8. The participation in the auction by an eligible bidder is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a qualified bidder is not interested to participate in the auction, then price / financial bid submitted by bidder in the tender shall be treated as final price/financial bid of that bidder.
9. There will be no participation fees for the Auction. The bidders get an opportunity to change their prices by participating in the auction. In the case of Reverse Auction, the least price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender. In the case of Forward Auction, the highest price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender.
10. Using the system provided price, which would normally be considered as auction start price (but can be changed by the TIA, if required) and accordingly, will create Reverse (or Forward) Auction as the case may be and the auction will be published by the TIA.
11. The Techno-commercially qualified bidders (who are not eliminated by the system from participation in the Auction as per elimination criteria set by TIA against that tender cum auction) will receive Auction schedule intimation through e-mail. However, bidders are always advised to visit web site / portal regularly to keep them updated and to timely act upon wrt auction / other requirements of that tender.
12. The server time (which is displayed on the bidders' dash-board after login) will be considered as the standard time for referencing the deadlines for participation in live auction and other process during auction in the portal. The bidders should

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follow server time (Server System Clock) for all activities in the portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30.

13. As per the configuration defined against the tender cum auction by the TIA, the system will not disclose the name of the L1 (H1) bidder, number of bids and names of the participating bidders on the portal to anybody prior to the completion of Reverse / Forward auction process.

14. Participation in Reverse(Forward) Auction:

- 1) Bidders shall login using their login ID & Password and then using DSC.
- 2) Click on 'My Auctions' button given in left side of page, to view all Auction details for which bidder is Techno-Commercially qualified.
- 3) For participating in Live Auction during schedule date & time,
  - 1) Click on Live Auctions Button.
  - 2) Click on View button to participate in the interested Auction.
  - 3) There is List of qualified Lots in which Bidder can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.
- 4) On clicking Hammer Icon, system will show Start price, Decremental (or Incremental) price and Current price against lot. Current Price will appear as Blank (-) in case no bidder has offered price.
- 5) In case of Reverse Auction : Enter your Price in 'My Auction Price in Rs' in multiples of decremental value up to above Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.
- 6) In case of Forward Auction : Enter your Price in 'My Auction Price in Rs' in multiples of incremental value and below Max Seal % value, then sign it digitally by clicking on Sign Icon and Click on submit button.
- 7) System will then display Current Auction Price, Auction submitted Date/Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
- 8) On clicking "Refresh" Link in the screen, then the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate (highest amount/ rate) which any Bidder would have quoted.

15. The live auction will be extended automatically by "Auto Extensions in minutes" if a valid and digitally signed bid has been successfully recorded in the system during the "Auction Elapse Time in minutes" before auction closing. The server time will be considered final and all bids that are received and recorded by the server before the auction close time (as per the server time) only shall be treated as valid bids. Bidder should follow the auction end/close time as displayed on the screen.

16. During the auction the bidders are also advised to click "Refresh" link for refreshing their webpage to get the latest information about the status of the auction. The Live Auction window will remain same and also time remaining will be ticking, even in the event of disconnection of bidder computer system, Network/Internet. The bids submitted by other bidders during the time of disconnect of bidder computer system will not be displayed on your screen. The other bidder might have become L1/H1 (as the case may be) for the item during this time. To overcome this situation the bidders are also advised to click "Refresh" link for refreshing their webpage frequently.

17. The last (latest) successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.

18. The chronologically last (latest) bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.

19. For those bidders, who are eliminated from participating in the auction or bidders who are eligible for auction but not provided any price during auction, the rate quoted in the price/financial bid of the tender will be considered as final price.

20. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the live auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

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21. Non submission of bid/quote during live auction within due date / time following due process prevalent at that time in the portal due to failure of computer system, power, network, internet connectivity or delay in performance or otherwise at Bidder's end or any other reasons for which bidder shall be held solely responsible. Neither National Informatics Centre nor concerned Tender Inviting Authority will be held responsible for the same in any manner. 22. The Tender Inviting Authority reserves the right to postpone, suspend/pause, resume and extend the Auction, if required.

23. Bidder shall not divulge their bids to any other party during auction. If a Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, strict action including black listing shall be taken against such bidders as per procurement guidelines/policies of the TIA.

24. After the conclusion of the online reverse (forward) auction, all bidders who have participated in Reverse(Forward) will see the overall Comparative chart ie L1(H1) price of the Auction.

25. Based on the L1(H1) price of each bidder as well as the price quoted in the tender by the non-participating bidder, comparative chart will be generated by the system and accordingly, further financial evaluation processing will be done by Tender Inviting Authority.

26. The Tender Inviting Authority normally reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

27. Bidding will be conducted only in Indian Rupees as indicated in the tender.

28. Validity of bids: Price shall be valid for a period of defined number of days from the date of reverse / forward auction or as specified in the tender. These shall not be subjected to any change whatsoever.

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## **Annexure E**

### **Auction Terminology**

**Forward Auction:** A bidder shall quote over and above the Starting Price or Current Auction Price.

**Reverse Auction:** A bidder shall quote below the Starting Price or Current Auction Price.

**Auction Start Date & Time and Auction End Date &Time:-** Live auction would be conducted during this period.

**Auction Elapse Time in minutes:** It is the minute(s) before the 'Auction End Time' and acts as a trigger for auto extension of current auction. If a bid is received successfully within these minutes, the auction will be extended subject to number of extension is not crossed.

**Auction Bid Auto Extensions in minutes:** The Auction End Time will be extended by this 'Auto Extension Time in Minutes', If a bid is received successfully within 'Elapse Time' in Minutes. Process will continue till no bid is received in elapse time.

**Auto Extension Restriction Required:** If procuring entity (TIA) desires to restrict the number of Extensions during Live Auction then TIA will specify this parameter as 'Yes' and also specify the number of extensions required. System will accordingly, extend the Auction only for specified number of times. If unlimited Extensions is required then TIA will specify it as No.

**Max Seal Percentage:** It defines maximum value a bidder can quote in multiples of incremental / decremental value in the auction.

**In case of Reverse Auction,** in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %.

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For ex :

Current price : Rs. 49,000	Decrement value : Rs. 1,000
Maximum Seal % : 50	

In this case a bidder can quote minimum decrement amount as Rs  $49,000 - 1,000 = \text{Rs. } 48,000$  and maximum decrement amount is  $49,000 - 24,500 - 1,000 = 23,500 = 24,000^*$  (as decrement value is in terms of 1000).

**In case of Forward Auction**, in order to displace a standing highest bid and to become “H1”, a bidder can offer a minimum bid increment or in multiples of incremental value up to or below Max Seal %.

For ex :

Current price : Rs. 49,000	Increment value : Rs. 1,000
Maximum Seal % : 50	

In this case a bidder can quote minimum increment amount as Rs  $49,000 + 1,000 = \text{Rs. } 50,000$  and maximum increment amount as  $49,000 + 24,500 + 1,000 = 74,500 = 74,000^*$  (as increment value is in terms of 1000).

**Bidder Elimination process :** If the procuring entity (TIA) wish to eliminate bidders who is offering high price (very low price) from participating in Reverse (Forward) Auction , then TIA will select this option as Yes.

In addition, if Allow Preferential Bidder Elimination is selected as No by TIA, then Preferential bidders like (MSME / Startup / Make in India) will not be eliminated even if they have quoted very high ( or too low ) and will be allowed to participate in Reverse (Forward) Auction. Moreover, even if Allow Preferential Bidder Elimination is selected as Yes by TIA, in this case during highest bidder elimination process in reverse auction, if the bidder is a privileged Bidder and their quote rate falls under the criteria  $L1 + \text{Tolerance percentage}$  will not be eliminated and all others will be eliminated.

**Minimum Bidder for Elimination:** 4 (recommended value) - If procuring entity has received the minimum number of bids, say 4 then system will initiate the Bidder Elimination process.

**Number of Bidder to Eliminate:** 1(recommended value) - When the system will implement Bidder Elimination process, then system will eliminate say 1 (or mentioned number of Bidder) and start the Auction process with rest of the Bidders.

In case of Reverse Auction, H1 Bidder will be eliminated from participating in the auction even though qualified in the techno-commercial evaluation and in Forward Auction, System will eliminate L1 Bidder.

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**ANNEXURE –I****FINANCIAL QUOTE**

1. The bidder should quote a fixed monthly amount to be paid to BSNL for each Category-I / category – II / Category – III CSCs as detailed below. The Highest Bid among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid any number of CSCs offered in the EOI. However evaluation shall be done for each CSC separately.

2.

Sl. No	Name of SSA	Name of CSC	Category Type	Monthly Financial Quote by BSNL (in Rs.)	<u>Taxes @18 %</u>	<u>Monthly Financial Quote by BSNL (in Rs.) including GST</u>	Monthly Financial Quote by Bidder (in Rs.)**	In Words
1.	Guntur.	Patnam Bazaar.	III	Rs. 8,500/-	<u>1530</u>	<u>10030</u>	*	*
2.	Guntur.	Ponnur.	III	Rs. 5,000/-	<u>900</u>	<u>5900</u>	*	*
3.	Guntur.	Repalle.	III	Rs. 4,500/-	<u>810</u>	<u>5310</u>	*	*
4.	Guntur.	Sattenapalle.	III	Rs. 6,000/-	<u>1080</u>	<u>7080</u>	*	*
5.	Guntur.	Macherla.	III	Rs. 6,000/-	<u>1080</u>	<u>7080</u>	*	*
6.	Guntur.	Vinukonda.	III	Rs. 5,500/-	<u>990</u>	<u>6490</u>	*	*
7.	<u>Guntur</u>	<u>Gurajala</u>	<u>III</u>	<u>Rs. 2,500/-</u>	<u>450</u>	<u>2950</u>	<u>*</u>	<u>*</u>

\*Rate should be quoted online only.

If there is a discrepancy in the amounts of “Figures” and “In Words” quoted by the bidder, then the amount specified in the “In Words” will be taken as final.

2. BIDDER WILL PRESENT MONTHLY CLAIMS WITH SUPPORTING DOCUMENTS.

3 FOR CLAIM OF COMMISSION ON POST PAID NEW SERVICES, PERFORMA INVOICE SHALL BE GENERATED BY THE BSNL IT SYSTEM BASED ON THE BUSINESS CONDUCTED, AND SUCCESSFUL PAYMENT OF SAME BY BSNL CUSTOMER. FOR NEW CUSTOMER OR ADD ON / UPGRADE OF SERVICE, THE SALES COMMISSION SHALL BE PAID AS PER S&D POLICY 2018.

4. BILL COLLECTION FOR POST PAID SERVICES SHALL BE THROUGH THE CBP WALLET AND FOR PRE-PAID SERVICES IT SHALL BE THROUGH THE CTOPUP WALLET. COMMISSION SHALL GET PAID AS PER BSNL S&D POLICY 2018 (SUBJECT TO FUTURE CHANGES )

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**ANNEXURE –II**

**Categories of CSCs in Guntur SSA under Guntur B.A.**

Sl.No.	Name of Operational Area	Name of the Business Area	Name of CSC	Category Type
1	Guntur.	Guntur.	Patnam Bazaar	III
2	Guntur.	Guntur.	Ponnur.	III
3	Guntur.	Guntur.	Repalle.	III
4	Guntur.	Guntur.	Sattenapalle.	III
5	Guntur.	Guntur.	Macherla.	III
6	Guntur.	Guntur.	Vinukonda.	III
7	Guntur	Guntur	Gurajala	III

**MUTUAL NON DISCLOSURE AGREEMENT**  
**(ON Rs 100/- Non- Judicial Stamp Paper)**

This Agreement is made as of the \_\_\_\_\_ Day of \_\_\_\_\_ BHARAT SANCHAR NIHAM LIMITED (BSNL), a Government of India Enterprise, having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi (hereinafter called BSNL) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s \_\_\_\_\_

Incorporated \_\_\_\_\_ having its office located \_\_\_\_\_ here in after referred as " \_\_\_\_\_ " which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in Bid document for running customer service centre of BSNL (the "Business Purpose"), BSNL and \_\_\_\_\_ recognize that there is a need to disclose to one another certain information as also defined in Para-1 below and/or customer information, customer volume, pricing, technical information relating to service, provisioning, inter-connection and other potential business and or technical information as necessary to evaluate potential arrangement involving their sale of international telecommunications service of each party to be used only for the business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including the discussion conducted by the parties under this Agreement in relation to feasibility and possibility of business collaborations between the parties with in various areas including without limitation

(i) (ii) \_\_\_\_\_ (iii) \_\_\_\_\_ and information listed in Bid document for Customer Service Centre attached hereto and stated herein above or all information of disclosing party as in its possession under obligations of confidentiality in whatever form transmitted relating to business plan, operations and/or the proposed sale, purchase & use of telecommunications services which is disclosed by the disclosing party or its affiliates/ related Company to receiving party and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party. Confidential Information means Information consists of certain specifications, designs, plans, systems, technology, manufacturing process, drawings, software, prototypes and/or technical information and all information & knowledge regardless of form of storage relating to or developed in connection with Business purpose and for any businesses, prices, products, markets, promotions, strategies, plans, customers, suppliers or employees of disclosing party or related Company or

intellectual property owned or used by disclosing party or a related Company or licensed to the disclosing party or related Company and all copies and derivatives containing such information, that may be disclosed to other another for and during the business purpose, which a party considers confidential information.

Confidential information may be in any form or medium, tangible or intangible, and may be communicated / disclosed in writing, orally, or through visual observation or learnt or accessed by or by any other means to receiving party by the disclosing party. Information shall be subject to this Agreement, if it is in tangible

form, only if clearly marked as proprietary as confidential, when disclosed to the receiving party or, if not intangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure. The term 'affiliate' shall mean any person or entity controlled by or under common control with a party. The related company in relation to a party means that party's subsidiaries, holding companies and any other subsidiaries of that party's holding companies:

- (a) A company or joint venture in which a party has an equity interest, and which is or may be involved in providing a telecommunications or Internet access service; and
- (b) In case of M/s \_\_\_\_\_ and BSNL hereby agree that at during the confidentiality period:

**2.**

**a.** The receiving party shall use information only for the business purpose and for the purpose of evaluating and negotiating such potential arrangements shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, and shall grant access to information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in Customer Service Centre Bid document, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties, take all action reasonably necessary to maintain the confidentiality of the other party confidentiality in branch, secure the other party's confidentiality in practice against theft, loss or unauthorized disclosure. The receiving party may, however, disclose the information to its consultants and contractors, related company with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors/ related company to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

**b.** Upon the disclosing party's request, and or at the time documents and other materials are no longer required in connection with business purpose, the receiving party shall either return to the disclosing party all information or shall certify to the disclosing party that all media containing information have been destroyed. Provided, however, that an archival copy of the information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the information.

**c.** That the receiving party take reasonable steps to enforce the confidentiality obligations imposed or required to be imposed by this agreement, including diligent by prosecuting at its own cost, any breach or threatened breach of such confidentiality obligations by a person to whom it has disclosed confidential information of the other party.

**d.** Neither party shall make any public announcement or press release the fact that the discussion is taking place between the parties or existence or content of this Agreement

**3.** The foregoing restrictions on each party's use or disclosure of information shall not apply to information that the receiving party can demonstrate:

- a. was independently developed by or for the receiving party/ or its affiliated or related company without reference to the information or was received without restrictions: or
- b. has become generally available to the public without breach of confidentiality obligations of the receiving party: or



- c. was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure: or
- d. is the subject of a subpoena or other legal or administrative/ demand or Rules or Regulations of Regulator or appropriate authority, provided however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order: or
- e. is disclosed with the prior consent of the disclosing party: or
- f. was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence or
- g. The receiving party obtains or was available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

**The party seeking the benefit of above exceptions shall bear the burden of proving its existence.**

4. Each party agrees not to remove any of the other party's confidential information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with all terms & conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Each party, as a receiving party acknowledges that neither the disclosing party nor any of its representatives has made nor makes any representations or warranty, express, or implied as accuracy or completeness of the confidential information of the disclosing party and arises that it must make its own assessment of the confidential information.
6. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential Information all copies thereof.
7. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) affiliated/ related company and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain or seek specific performance or an immediate injunction enjoining any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
8. Access to information hereunder shall not preclude an individual who has seen such information for the purposes of this Agreement from working on future projects for the receiving party /affiliated /related company which relate to similar subject matters, provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's /its affiliated / related company's disclosure or use of any general learning, skills or know-how developed by

the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

**9.** As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. **THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.** Execution of this Agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party or its affiliated/related companies to make any purchase or sale, or to enter into any additional agreement of any kind.

**10.** Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

**11.** Each party shall pay and bear all costs and expenses incurred by it in connection with the preparation for, the performance of, and participation in the Discussion providing in format under this Agreement.

Nothing contained in this Agreement may construe as restricting either party to enter into any further negotiation or agreement with third party regarding the same subject matter as the business purpose.

**12.** (a) The Disclosing Party warrants that it has all necessary rights to disclose lawfully the Confidential Information and the Confidential Information has not been provided in breach of any other agreement or arrangement with third parties. The Disclosing Party indemnifies the Recipient against liability for third party claims on that basis.

(b) Each party warrants that it is a corporation with full corporate power and authority to enter into and do all things necessary for the performance of this agreement. Each signatory to this agreement warrants that he or she is authorized to sign on behalf of the corporation for whom he or she acts.

(c) Each party agrees to comply with all applicable Laws and Regulations including but not limited to laws and regulations relating to export and re-export of technical data documentation and / or providing insofar as they relate to the information disclosed under this Agreement

**13.** Except for the covenants herein, nothing under this Agreement or in the act of disclosing Confidential Information will constitute or imply a binding obligation between the Parties if in the future, the Parties elect to enter into a business relationship, both Parties will execute a separate written Agreement.

**14.** Severance : If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

**15. Notice:** Any notice required or permitted to be given under this Agreement shall be given in writing by personal delivery, certified or registered mail, or facsimile and shall be addressed to the nominated addresses set forth below or such other address as either Party has notified the other Party in accordance with this Article.

(i) If to M/s: \_\_\_\_\_

(ii) If to BSNL:

Attention: Mr./Ms \_\_\_\_\_

Attention: Mr./Ms \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**16.** This Agreement and customer service centre Bid document attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

**17.** The obligations of confidentiality imposed by this agreement survive the expiration or termination of this agreement for a period of two years from (i) the last date of confidential Information was disclosed to the receiving party or (ii) the completion of business purpose whichever is later.

**18.** The Receiving Party takes all reasonable steps to notify the Disclosing Party immediately if Confidential Information is disclosed in violation of the provisions of this Agreement or is otherwise lost or unaccounted for. Furthermore, the Receiving Party will take all reasonable steps to notify the Disclosing Party promptly of any actual or attempted use or possession of any Confidential Information by any unauthorized person or entity which may become known to it and extend reasonable cooperation to the Disclosing Party in any investigation or action against any such persons or entities.

**19.** Notwithstanding anything to the contrary in this Non-Disclosure and Confidentiality Agreement, if the Receiving Party learns that it is or may be required by applicable court order, law or regulation to disclose any Confidential Information, then the Receiving Party will (i) attempt to obtain a protective order or other appropriate relief in lieu of Disclosing such Confidential Information, (ii) as promptly as possible after learning of a possible disclosure requirement, and in any case prior to making disclosure take reasonable steps to notify the Disclosing Party of the disclosure requirement so that the Disclosing Party may seek a protective order or other appropriate relief, (iii) provide such cooperation and assistance as the Disclosing Party may reasonably request in any effort by the Disclosing Party to obtain such relief, and (iv) take reasonable steps to limit the amount of Confidential Information so disclosed and to protect its confidentiality.

**20.** This Agreement will be construed in interpreted and applied and governed in accordance with the laws of India and jurisdiction of Court at \_\_\_\_\_ India.

**21.** All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties then same shall be resolved by mutual discussions/reconciliations in good faith.

If the dispute, difference, controversies /differences of opinion, breaches and violation arising from or related to the agreement cannot be resolved within 60(sixty) days of commencement of reconciliations / discussions, then such question, dispute or difference (except as to the matters, the decision to which is

specifically provided under this agreement) shall be referred

to the sole arbitration of the \_\_\_\_\_ BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the \_\_\_\_\_ or BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the \_\_\_\_\_ or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the \_\_\_\_\_ or the said officer. There will be no objection to any such appointment on the ground that the arbitrator is a BSNL employee or Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant or BSNL employee, he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is referred, being transferred or vacating his office or neglecting his work or being unable to act for any reason what so ever, the \_\_\_\_\_ BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

The Arbitration proceeding shall be in English language. The Venue of the arbitration Proceeding shall be the office of the \_\_\_\_\_ BSNL \_\_\_\_\_ India or such other places as the arbitrator may decide.

IN WITNESS WHERE OF, the parties here to have executed this Agreement by their duly authorized officers or representatives.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF BHARAT  
SANCHAR NIGAM LIMITED

NAME:

NAME:

DESIGNATION:

DESIGNATION:

DATE:

DATE:

WITNESS

WITNESS

1.

1.

2.

2.

**ANNEXURE – IV**

**Format of Certificate about close relatives working In BSNL**  
(To be submitted by all the Owner/ Partners/Directors of the Company)

“I ..... s/o.....r/o hereby certify that none of my relative(s) as defined in the EOI document is/are employed in BSNL unit as per details given in tender document. Incase at any stage, it 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.”

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).

Dated this .....Day of .....20...

Seal and Signature: .....

**PROFORMA For the BID SECURITY/ EMD Guarantee(To be typed on Rs.100/- non-judicial stamp paper)**

Sub: Bid Security/EMD guarantee.

Whereas M/s .....

R/o .....(Here after referred To as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (here after known as the “B.G. Amount”) valid upto...../...../20... (here after known As the “Validity date”) in favor of AO(Cash), O/o GMTD, BSNL,GUNTUR B.A (Here after referred to as BSNL) for anticipation in the tender for .....vide tender no..... Now at the request of the Bidder, We ..... Bank Branch having (Address) and Regd. Office address as ..... (Here in after called ‘the Bank’’) agrees to give this guarantee as herein after 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 and 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 here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which

under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

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

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)

Rubberstamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**ANNEXURE –VI**

**Performa For the Performance Bank Guarantee**

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

Dated:.....

Whereas GMTD, GUNTUR B.A BSNL R/o..... (hereafter referred to as BSNL) has issued an APO no. .... Dated...../...../20....the supply of..... for M/s..... R/o..... (hereafter referred to as “Bidder”) and BSNL has asked him to submit a performance guarantee in favor of **AO (CASH)** O/o GMTD, BSNL, GUNTUR B.A 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, “Name of the Bank” do here by undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in anyway 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 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 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 "BSNL AO (Cash), O/o GMTD, Guntur" payable at GUNTUR.

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 .....

**ANNEXURE-VII****Details about the firm (Bidder)**

S.No	Details Required	Response from the bidder
1	Full Name of the Firm ( in capital letters)	
2	Address of the Firm	
3	Contact Number. Of the Firm	
4	Details of the authorized signatory	Name
		Designation
		Phone
		Mobile
		Email
		Address:
5	Type of Firm(proprietary /Partnership/Ltd/Pvt. Ltd)	
6	Income Tax Account No./ Pan No.( Latest Income Tax clearance certificate to be attached with proposal)	

7	Board of directors	1
		2
		3
		4
		5

I hereby certify that the above - mentioned particulars are true and correct.

Signature designation & Seal of Firm

Name & Full Address of the Firm

**ANNEXURE-VIII**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**  
**(To reach before date of bid Opening)**

To

The Assistant General Manager (Sales & Mktg),  
O/o General Manager Telecom District,  
BSNL, Guntur Business Area

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the EOI of  
\_\_\_\_\_ - Reg.

The following persons are hereby authorized to attend the bid opening for the \_\_\_\_\_ tender mentioned  
above on behalf of \_\_\_\_\_.

Order of preference	Name	Specimen Signature
---------------------	------	--------------------

i.

ii.

Alternate representative

Signature of Bidder

Or

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

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

1. Permission for entry to the hall where Bids are opened may be refused incase authorization as prescribed above is not recovered.

**Clarification for Queries raised regarding Policy Guidelines for outsourcing the Operation and Maintenance of BSNL CSCs**

Q.No.1: Evaluation criteria may be clarified for bidder who quotes the same bid amount in EOI. Ans:

Through reverse auction as per procurement manual.

Q.No.2: Retail chain i.e. Franchisee of the other Telecom Service Provider shall be restricted to participate in the bid/EOI.

Ans: Yes, only BSNL franchisees are entitled as per clause 2.4 in eligibility criteria.

Q.No.3: Bidder shall be restricted to use CSC and shall not extend services using CSCs.

Ans: All activities to be done through CSC are already defined. Only BSNL products and services are to be sold from CSC.

Q.No.4: Along with the BSNL Franchisees/RD, TIPs/channel partners with at least 1 year of experience may also be allowed to participate in the EOI /Bid for CSCs as they are FTTH (CFA) business.

Ans: Not agreed, however they can participate if they are eligible otherwise, there is no bar.

Q.No.5: BA/SSA-wise EOI may be considered for different type of CSCs namely Category-I, Category-II & Category-III instead of Circle-wise EOI.

Ans: The evaluation is to be done for each CSC as H1 bidder and not package so circle may decide the method of floating EOI but it is preferred that one EOI is floated and bidder is free to bid for one or any number of CSC in the EOI.

Q.No. 6: Whether separate user credentials will be created for bidder or the existing CSC user credentials are to be used for system like SancharSoft, Kenan FX, Minsat etc.

Ans: Suitable login arrangements will be available for bidder as user

Q.No.7: Non commercial transactions made by bidder should include change of billing address, change of mobile No., GSTIN update, change of plan, 5% rebate to Govt. employees etc.

Ans: All transactions available through system are part of Rs.2/- per transaction payments.

Q.No.8: Specification of high speed BB/FTTH plan that is to be provided at CSC.

Ans: Suitable plan will be intimated.

Q.No.9: Penalty imposed by UIDAI for wrong Aadhaar Generation / wrong Demographic / Biometric updation is to be passed on the bidder

Ans: Yes, it should be incorporated in the EOI.

Q.No.10: Uniform dress code for bidder staff working at CSC on PAN India basis for proper market image of BSNL.

Ans: Not mandatory.

Q.No.11: Turnover for Franchisees/RD (CM-CFA integrated) can be reduced to 30 Lakhs instead of 50 Lakhs from BSNL business during last 3 years for their eligibility and better competition during bidding.

Ans: Not agreed.

Q.No.12: Initial duration of contract can be for 2 year which can be further extended for 1 year based on bidder performance under same terms and conditions.

Ans: Not agreed.

Q.No.13: Issue of address/Advice Note of PRI/BRI in accordance with the approval of competent authorities. Ans: All circuits booking shall be done in BSNL owned CSCs.

Q.No.14: Please allow sale of product like ONU, ONT, Adapter, Other product as approved by SSA time to time.

Ans: Not agreed, other methods will suitably be intimated in due course.

Q.No.15: For Bill Collection /Recharge Emitra kiosks model shall also be accepted

Ans: In no CSC, the hybrid arrangement shall be implemented having both BSNL staff and outsourced arrangement of manning in any BA/SSA.

Q.No.16: On UIDAI Rate GST will be extra

Ans: As per UIDAI rate guidelines.

Q.No.17: BSNL TIP shall also be treated as BSNL Franchisee for eligibility. Ans:

Not agreed.

Q.No.18: PBG shall return to the vendor once he do Capex investment at CSC for improvement of CSC of

similar or higher amount.

Ans: Not agreed.

Q.No.19: Termination of contract should be linked with non-performance like not attending the customers as SIM sale and Recharge may depend upon market conditions

Ans: As per policy guidelines.

A. Eligibility Criteria

Q.No.20: a. Clause 2.4 - may be modified as

a.1. For cat-3 CSCs- All existing Franchisees /Rd/DSA/BSNL Exclusive LCO are eligible and do not need any more eligibility criteria as mentioned in 2.1, 2.2 or 2.3

Ans: Not agreed.

B. Selection Criteria

Q.No.21: Following may be added

a. Priority will be given to Franchise of the respective territory. Next preference to DSA/RD, BSNL exclusive LCO, in the order of preference as per the average revenue generated during the last 6 months.

b. In the absence of EOI from Franchisee, the best performing (based on revenue performance for the last six months) DSA/RD will be selected.

c. Further, if DSA/RD also is absent, best performing (based on revenue performance for the last six months) BSNL exclusive LCO will be selected.

Ans: Not agreed.

C. Clause 6 — May be modified

Q.No.22: 6.1. The bidder shall have to pay bid security of Rs. 1 Lakh for Cat-I & 75,000 Cat-2 CSCs and Rs.25,000/- for Cat-3 CSCs per CSC.

Ans: Amendment for bid security is being issued.

Q.No.23: 6.2. The successful bidder shall have to pay PBG of Rs.30,000 for Cat-3 CSC and all other conditions remain the same.

Ans: Existing Franchisee exempted from additional PBG (over & above bid security which will be converted to PBG), provided the existing PBG taken under S&D policy is higher than the required PBG as per CSC policy and C-top up balance is not issued against cheques (against PBG of S&D policy).

Q.No.24: Sale of Telecom products (ONT/CPE/EPBT/Wi-Fi Router/ADSL Modem/Data Dongle/set top box/Laptops/Mobile handsets) for the convenience of BSNL customers shall be allowed

Ans: Not agreed.

Q.No.25: Also, for handing over of AEKs to the bidder, necessary guidelines may be issued on security of AEKs, restricted data access by third party, penalty to the bidder in case of malpractice may be communicated immediately. The bidder shall be made sole responsible for Aadhaar related activities and he/she will indemnify BSNL, in all legal/violation of Govt. of India guidelines on the subject.

Ans: Please see clause 1.4 (vi). AEKs shall be operated by operators hired on contract by the bidder through a manpower hiring agency approved /empanelled by UIDAI. Any penalty by UIDAI will be passed on to the bidder.

**COMMISSIONS ELIGIBLE ON VARIOUS CM PRODUCTS****A. Upfront commission**

Item	Commission
Physical/C-Top up	2.796%

**B. FRC on Plan voucher as on 26.10.2022**

Item	Commission in Rs.
105	60.80
107	72.78
108	73.48
153	71.25
199	86.19
249	209
397	71.25
485	118.75
666	128.25
699	64.05
797(w.e.f 01.04.2022)	66.5
997	147.25
999	109.25
1499	95.00
1999(revised on w.e.f 01.02.2022)	190.00
2399	240.62
2999(w.e.f 01.02.2022)	399.00
105	60.80

**C. OTF COMMISSION as on 19.04.2022**

ITEM	COMMISSION IN Rs.
STV-97	3.85
STV-118	2.89
STV-247	11.55
STV-299(w.e.f 01.02.2022)	47.50
STV-447	11.40
Data STV-998	47.50
PV-666	28.50
PV-997	47.50
PV-1499	95.00
PV-1999*	95.00
PV-2399	192.50
PV-2999	285.00
STV-97	3.80

**D. TRADE SCHEME INSENTIVE**

Criteria		Commission in Rs (PV>100)
SIM count	Minimum CTOPUP	
100&ABOVE	20,000	20.00
30TO99	10,000	15.00
10TO29	4,000	10.00
4TO9	2,500	5.00
1TO3	500	0.00
1TO3	<500	0.00
NOTE 1. Commissions are subjected to vary from time to time as per BSNL CO orders. 2.FOS commission is not eligible under this policy		

**ANNEXURE -C**  
**Consortium Agreement**

(On Non-Judicial Stamp Paper of appropriate value)

In compliance to *Clause No.....of EoI* *dated*, a consortium has been formed on *<Date>* between *<Bidder's Name>* and *<OEM name>* to meet various eligibility conditions and experience criteria specified in the EoI No \_\_\_\_\_, dated \_\_\_\_\_.

It has been agreed among bidder and the consortium partner that *<Bidder's Name>* is designated to submit the Bid on behalf of this consortium and henceforth called as "Lead Bidder". "Lead Bidder" and the "Bidder" have been used interchangeably. It is also confirmed that both the members of the said consortium meet the eligibility conditions as specified in the above referred EoI and have authorized the "Lead bidder" by way of duly executed power of attorney in his favour to act on their behalf.

It has also been agreed that in its capacity as lead Bidder, *<Bidder's Name>* will interact with BSNL for all obligations.

The Lead bidder and its consortium (technology) partner shall be liable for due performance of the contract jointly and severally, whereas the responsibility of Consortium Partner other than lead bidder, shall be limited to such Consortium Partner share of obligations in the contract for products and /or services as defined in the agreement signed between the Lead Bidder and Consortium Partner and in accordance with the EoI requirements. Copies of all such agreements shall form part of the consortium agreement.

The details of Bidder and consortium partner are as under:-  
*<Bidder Name>:- <Details containing Registered office & correspondence address>*

*<Consortium Partner >:- <Details containing Registered office & correspondence address>*

:  
:



IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their dulyauthorized officers as of the day first above written

<p>For <b>&lt;Bidder's Name&gt;</b> Signature of Authorized Signatory Name:- Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:-</p>	<p>For<b>&lt;Consortium Partner&gt;</b> Signature of Authorized SignatoryName:- Designation:- Contact Phone:- Email-ID:- Date:- Witness-1 Signature:- Name:- Designation:- Contact Phone:- Email-ID:- Date:-</p>
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## ANNEXURE – D

### UNDERTAKING & DECLARATION

a) Certified that:

1. I/ We ..... have carefully read, under gone the terms and conditions specified in the EOI Document and agrees with all the terms and conditions of the tender document & offer to execute the work as per tender terms & conditions (without any deviation) and at the rates quoted by us in the tender form. Also we will pay the required amounts to the BSNL on Monthly basis as per the time frame fixed by the BSNL from time to time.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ Performance linked Security Deposit/ PBG deposited by us will stand forfeited to the BSNL or if bid submitted under exemption under MSME Clause, I/we are agreed to undergo suitable actions as per the MSME rules in force by the BSNL.

b) The tenderer hereby covenants and declares that:

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

Date: .....

Signature of Tenderer

Place: .....

With Stamp.

## **ANNEXURE – E**

### **DEED OF INDEMNITY**

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

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

#### **TO AND IN FAVOUR OF**

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

#### **WHEREAS**

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

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

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

3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

**(Authorized Signatory)**

**Date:**

**Place:**

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

**Witness 1:**

**Witness 2:**