



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

**E-TENDER DOCUMENT**

**TENDER NO: MM/UP(E)/CM/Earthing Work/2024-25/IV Dt:07-09-2024**

**Bid Document for**

Tender for the work of providing earthing/ reconditioning earthing system for improvement of Earth resistance value & lightening arrester and its associated work at Various BTS & Exchange Sites in Uttar Pradesh East Telecom circle.

DATE OF ISSUE : 07-09-2024

LAST DATE OF BID SUBMISSION : 28-09-2024 (1700 Hrs.)

DATE OF OPENING : 30-09-2024 (1500 Hrs.)

VALIDITY OF OFFER : 150 DAYS (From the Date of Opening of Bid)

VALIDITY OF BID SECURITY : 180 DAYS (From the Date of Opening of Bid)

COST OF TENDER DOCUMENT : **Rs. 590.00 (Inclusive of GST)**

TENDER ESTIMATED COST : **As per DNIT**

EMD/BID SECURITY : As per DNIT

E-TENDER WEBSITE : **<https://etenders.gov.in/eprocure/app>**

**Tentative Pre-bid meeting in the Chamber of DGM(NWP-CFA) at Door Sanchar Sadan Laplace, Shahnajaf Road Lucknow-226001, scheduled on 13-09-2024 at 1500hrs and same can be attended in online mode by requesting link/id on email id: [agmmm2upe@gmail.com](mailto:agmmm2upe@gmail.com)**

**Note:** Bidders are advised to see the Central Public Procurement portal (**<https://etenders.gov.in/eprocure/app>**) by NIC, Central Public Procurement Portal till the date of opening of Tender for any amendment/clarification/corrigendum and the bids are to be submitted online on Central Public Procurement Portal.

MM Cell.  
O/o Chief General Manager Telecom  
U.P.(EAST) Circle, 3rd Floor, Door Sanchar Sadan, Laplace,  
Shahnajaf Road, Lucknow-226001.  
FAX No.: 0522-2200401 .



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

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

To,  
.....  
.....

**TENDER NO: MM/UP(E)/CM/Earthing Work/2024-25/IV Dt:07-09-2024**

**Subject: Tender for the work of providing earthing/ reconditioning earthing system for improvement of Earth resistance value & lightening arrester and its associated work at Various BTS & Exchange Sites in Uttar Pradesh East Telecom circle.**

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


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If interested, kindly submit your bid offers online through CPPP e-tender portal (<https://etenders.gov.in/eprocure/app>) on or before date & time specified in clause 6 of detailed NIT.

Asst. General Manager (MM-I)

## SECTION-1 PART A

### DETAILED NOTICE INVITING TENDER (DNIT)

	<b>BHARAT SANCHAR NIGAM LIMITED</b> (A GOVT. OF INDIA ENTERPRISE) OFFICE OF THE CHIEF GENERAL MANAGER TELECOM., U.P.(EAST) CIRCLE, 3rd FLOOR, DOOR SANCHAR SADAN, LAPLACE, SHAHNAJAF ROAD, LUCKNOW-226001.
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Digitally sealed Tender are invited for and **on the behalf of BHARAT SANCHAR NIGAM LIMITED** **BY** Chief General Manager UP(East) Telecom Circle, for “ **the work of providing earthing/reconditioning earthing system for improvement of Earth resistance value & lightning arrester and its associated work at Various BTS & Exchange Sites in Uttar Pradesh East Telecom circle**”, as defined in Scope of work in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid ] for and on behalf of BSNL , for the following works:

Sl. No.	Packages	Business Area	Tentative No. of Sites/Locations	Item/Work	Total Estimate Cost (inclusive of GST) (in Rs.)	EMD (in Rs.) @2% of Total Estimated Cost
A	B	C	D	E	F	G=2% of F
9	Package-III	Prayagraj (Prayagraj OA)	104	The work of providing earthing/reconditioning earthing system for improvement of Earth resistance value & lightning arrester and its associated work at Various BTS & Exchange Sites	3331258.00	66,625.00
<b>TOTAL</b>			104		3331258.00	66,625.00

**Note 1 : Deleted**

**Note 1(a):** The tendered work is intended to be completed within three months period by the bidder from the date of signing of agreement. Accordingly bidders are advised to duly assess their capability and capacity to complete the work within stipulated time frame.

**Note 2 :** The quantities stated are estimated and BSNL reserves the right to vary the quantity to the extent of  $\pm 25\%$  of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

**Note 3 :** 25% of the Estimated Quantity against this tender Enquiry is earmarked for procurement from the eligible Micro and Small Enterprises (MSEs) bidder registered for tendered work/service and be distributed as per Table 1(B) read with relevant clauses of Section-4 Part-B. However, in case eligible MSE bidder(s) are not available then this quantity would be de-reserved & procured from other eligible bidder(s).

**Note 4 :** MSE bidders are required to update their Udyam Registration on the CPP Portal, for availing the benefits on CPPP e-tender system under the Public Procurement Policy for MSE, such as 25% MSE Purchase preference and preference (non-elimination in e-RA, if H1 etc.) during e-RA (electronic reverse auction). It should broadly cover the **items/services** offered in tender. If a bidder does not update on CPPP, only he will be deprived of benefits to MSEs on CPPP system.

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

**Note5:** Procurement under this tender would be in accordance with 'Public procurement (Preference to Make in India) Order 2017' notified by Government of India & its subsequent amendments, guidelines etc. for Preference to Make in India products."

**1.0 Purchase of Tender Document: For e-bidding process,** Tender document is to be downloaded by Bidders from Central Public Procurement portal i.e. <https://etenders.gov.in/eprocure/app> as a part of process of bid submission on Central Public Procurement portal.

1.1 The bidders downloading the tender document are required to submit the tender fee of INR 590/- (inclusive of GST@18%) through FDR/DD/ Banker's cheque/ RTGS/NEFT along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

1.2 The FDR/DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank only in favour of "AO(Claim), BSNL, O/o CGMT, U.P.(East) Telecom Circle, Hazratganj, Lucknow-226001" **and payable at "Lucknow"**.

1.3 RTGS/NEFT may be done to Bank of Baroda A/c no.: 31870200000363 with IFSC code: BARB0LDALUC in the name of AO CLAIM BSNL RTTC Lucknow. Bank transaction acknowledgement will be emailed on email id's: [aoclaimscgmt@gmail.com](mailto:aoclaimscgmt@gmail.com) and [agmmm2upe@gmail.com](mailto:agmmm2upe@gmail.com). The copy of the same may also uploaded on e-tender website.

**2.0** MSE (Micro & Small Enterprise) bidders are exempted from payment of Tender Fee provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items manufactured/produced and services rendered by Micro and Small Enterprises. Udyam Registration Certificate must be current & valid to prove that they are either Micro or Small Enterprise on the date of opening of technical bid part, if exemption from tender fee is claimed. These exemptions are not applicable for Medium Scale Units.

**3.0 Availability of Tender Document:** The tender document shall be available for downloading from 7/09/2024, 18:00 Hrs onwards up to (28/09/2024) 17:00 Hrs on CPP portal.

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

3.2 Sale of Tender Document: **Not Applicable.**

**4.0 ELIGIBILITY CONDITIONS:**

Bidders having following qualifications /meeting criteria can participate in the tender. They have to upload copies of the following documents with the tender form:

- 4.1** The Bidder shall be a company registered in India under the companies Act 1956/ 2013 or a partnership firm/proprietorship firm registered in India(Proof documents – Valid Registration Certificate of ROC for Registered Companies/An affidavit for sole Proprietorship for Proprietorship firm /Registered Partnership deed for partnership firm)
- 4.2** **Bidders must be Class-I Local supplier in pursuance to Department for Promotion of Industry and Internal Trade order no: P-45021/2/2017-PP (BE-II) dt 16/09/2020 and DOT letter no: 18-10/2017-IP dt 29.08.2018 with minimum local content 50% for tendered item. (Proof document- Self Certification as format Section-7(L) or Certificate as per clause 3.5(b) Section-4 Part B as the case may be)**
- 4.3** **Complies the restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 which are detailed in Appendix-1 to Section-1 Part A** (Proof document- Under taking as per Section 7 (G) else registration certificate issued by competent authorityas per Appendix 1 of Section 1 Part A, as per applicability)
- 4.4** **The Bidder should have valid registration with the ESI Corporation under ESI Act and should have been allotted with a Code Number by the ESIC. (Proof documents - Valid registration certificate with code number from ESIC).**
- 4.5** The Bidder should have valid registration with the EPFO under EPF & Miscellaneous Provisions Act 1952 and should have been allotted Registration number (Proof documents- Valid registration certificate with code number from EPFO).
- 4.6** The Bidder should have valid Income Tax PAN and should be submitting IT returns for last year such as 2021-2022 or 2022-23 (Proof documents- copy of valid PAN card and IT return acknowledgement copy)
- 4.7** Valid Goods and Service Tax (GST) registration Certificate of the bidding Firm/Company with self declaration on company letter head that bidder is not black listed by GST authorities and in case bidder gets blacklisted by GST authorities during the tenure of contract with BSNL, bidder indemnifies BSNL from any monitory loss caused due such blacklisting i.e. Loss of input credit claim etc and ensures that such loss will be paid to BSNL by the Service provider (Proof documents -Valid GST registration certificate number or exemption certificate with DECLARATION BY BIDDER ON COMPANY LETTER HEAD IN RESPECT OF BLACKLISTING BY GST AUTHORITIES in the format given in Section-7 (H) of Bid Document)
- 4.8** The Bidder shall have the package-wise average annual turnover of 30% of the estimated cost for that package of the tender in last three financial years (i.e. either 2019-20, 2020-21 & 2021-22 or 2020-21, 2021-22 and 2022-23).
- 4.8.1** In case the bid is submitted for more than one package and upto three packages, then the average annual turnover of the bidder in last three financial years (i.e. either 2019-20, 2020-21 & 2021-22 or 2020-21, 2021-22 and 2022-23) should be 30% of the total estimated cost of the packages for which bidder is participating.
- 4.8.2** In case the bid is submitted for more than three Packages, then the average annual turnover of the bidder in last three financial years (i.e. either 2019-20, 2020-21 & 2021-22 or 2020-21, 2021-22 and 2022-23) should be 30% of the total estimated cost of the three highest packages among which the bidder is participating.  
(Proof documents- shall enclose the Annual turnover certificate issued by Chartered Accountant (CA) and Profit & Loss statement duly certified by the CA/company auditors.)
- 4.9** The Bidder(s) should not have been black-listed/debarred by Central/ State governments/UT/ PSUs at the time of submission of bid (Proof documents- Declaration by bidders Not de-bar/Blacklisted as per format of Section-7 (J))
- 4.10** Experience of having successfully completed works related to Provision of Earthing in Telephone Exchanges / BTS or similar work during last seven (7) years plus the subsequent period ending the month preceding the one in which NIT issued from reputed organizations like **BSNL, MTNL, DOT, or State/Central Government departments/PSUs/Private Telecom Operators/Telecom Infra Provider** as given below:-

4.10.1 Three similar completed works costing not less than the amount equal to 40% of the estimated cost of package for which bidder is quoting.

**Or**

4.10.2 Two similar completed works costing not less than an amount equal to 50% of the estimated cost of package for which bidder is quoting.

**Or**

4.10.3 One similar completed work costing not less than the amount equal to 80% of the estimated cost of package for which bidder is quoting.

**Or**

4.10.4 The RDSO approved Chemical earthing Original Equipment Manufacturer. The letter of approval from RDSO has to be provided by the OEM.

In the above said criteria Similar works are termed as below:

1. Provision of Electrical earth or Telecom earth.
2. Works of Installation & Commissioning of Telecom equipments.
3. Construction of Telecom towers

**(Proof documents-** Copy of relevant purchase/work order(s) along with successful completion certificate(s) by service purchasing organization or letter of approval from RDSO in case of RDSO Vendor. Bidder is to submit SUMMARY OF EXPERIENCE CERTIFICATE IN EXCEL FORMAT as proforma given in Section-7D)

Note 6:A bidder may also use the credentials of the original/parent entity of the bidder from which it has been demerged and come into existence, to meet the turnover and/or experience eligibility criteria of the tender. However the maximum time period for claiming the credentials of original/parent entity, for meeting aforesaid eligibility requirements, shall be 5 years from date of demerger. A, requisite proof of demerger from original/parent entity shall have to be submitted to claim the credentials of original/parent entity

## **5 Bid Security/EMD:**

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

- (a) Demand Draft/ Banker's cheque drawn in favour of "AO (Claim), BSNL, O/o CGMT, U.P.(East) Telecom Circle, Hazratganj, Lucknow" and payable at "Lucknow" either separately for each type of tendered item or total for all types of tendered items.
- b) Bank Guarantee/Fixed Deposit from a scheduled bank drawn in favour of "CGM, BSNL, U.P.(East) Telecom Circle, Lucknow" which should be valid for 180 days from the tender opening date, either separately for each type of tendered item or total for all types of tendered items.
- c) Through RTGS/NEFT to Bank of Baroda A/c no: 31870200000363 with IFSC code. BARB0LDALUC in the name of AO CLAIM BSNL RTTC Lucknow either separately for each type of tendered item or total for all types of tendered items. Bank transaction acknowledgement will be emailed on email id's:aoclaimscgmt@gmail.com andagmmm2upe@gmail.com.
- d) Insurance Surety Bonds from Insurance Company registered under Insurance Act 1938 & its subsequent amendments, guidelines etc. notified by Government of India. Insurance Surety Bond should be valid for 180 days from the tender opening date, either separately for each type of tendered item or total for all types of tendered items.

A copy of DD/Banker's cheque /Bank Guarantee/ Bank transaction acknowledgement is to be uploaded in the e-tender portal and the original copy is to be submitted to MM Cell before the closing time of the tender as per instruction given in Section-2 of the bid document.

- 5.2 MSE (Micro & Small Enterprise) bidders are exempted from payment of Bid Security provided they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items manufactured/produced and services rendered by Micro and Small Enterprises. Udyam Registration Certificate must be current & valid to prove that they are either Micro or Small Enterprise on the date of opening of technical bid part, if exemption from EMD is claimed. **These exemptions are not applicable for Medium Scale Units.**

**6 Date & Time of Submission of Tender bids: on or before 28/09/2024 (1700 Hrs.).**

**Note 7:** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will be automatically shifted to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

**7 Opening of Tender Bids: 30/09/2024 (on or after 15:00 Hrs.)**

**Note 8:** At the time of opening the bids, initially envelope containing offline documents of all bidder(s) will be opened. The Electronic envelope consisting Techno Commercial bids of only those bidder(s) will be admitted who would have submitted required documents as offline submissions.

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

Authorized representatives of bidders (i.e. vendor/organization) can attend the Tender Opening Event (TOE) in chamber of AGM(MM-I), BSNL, O/o CGMT, U.P.(East) Telecom Circle, 3rd Floor, Door Sanchar Sadan, Laplace, Shahnajaf Road, Lucknow-226001, where BSNL's Tender Opening Officers would be conducting through online e-Tender.

- 9 Tender bids received after due time & date will not be accepted.

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

- 11 "BSNL," reserves the right to accept or reject any or all tender bids or all bidding process, 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 ground of Purchaser's action. BSNL is also not bound to accept the lowest bid.

- 12 The bidder shall furnish a declaration in his tender bid that no addition/ deletion/ corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

**Note 9:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**Note 10:** All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

- 13 The queries in respect of the bid document, if any, can be submitted through **Email in prescribed format as mentioned in clause 13.1 below**, latest by **16/09/2024, 1800(Hrs).** **Any query received after this date will not be entertained.**

### 13.1 Template of seeking clarifications from BSNL

S. No.	Section No.	Clause No.	Page No.	Brief Description of the Clause	Query Submitted By (Company Name)	Query / Clarification sought for

<b>BSNL Contact-1</b>	
BSNL's Contact Person	Sh. Satiram Yadav , AGM(MM-I), MM Cell, O/o CGMT , UP-East , Circle Office , Lucknow
Telephone	0522-2234903
	[between 10:30 hrs to 17:30 hrs on working days]
E-mail ID	<a href="mailto:agmmm2upe@gmail.com">agmmm2upe@gmail.com</a>
<b>BSNL Contact-2</b>	
BSNL's Contact Person	Sh. Satish Kumar , JTO (MM), MM Cell, O/o CGMT , UP-East , Circle Office , Lucknow
Telephone	0522-2234903
	[between 10:30 hrs to 17:30 hrs on working days]
E-mail ID	jtommupe@gmail.com

**14** Bidder has to produce original certificates/ documents for inspection whenever required by BSNL

**15 Period of Contract and Delivery Schedule:**

- 15.1 The agreement for the work will be for one year which can be extended for another one year based on requirements and progress of the work.
- 15.2 However it is intended that the tendered work is to be completed in a three months period by the vendor from the date of signing of agreement.
- 15.3 Consequent upon the signing of agreement, first purchase order for “At site measurement of Earth Resistance of existing earth, physical inspection of existing earth and lightning arrestor” will be issued for all tendered sites as per SOR with delivery schedule of five weeks. Bidder shall complete the work and submit the report in prescribed format as per Section-7(M) for 25% sites/location in first two weeks, next 25% in third week, next 25% in fourth week and final 25% in fifth week.  
**Note:** The completion certificate in format as per section 7 (M) to be submitted by the bidders on next working day following the above said staggered delivery schedule for the aforesaid referred purchase/work order.
- 15.4 Period of completion( delivery schedule) of the awarded work vide any purchase order issued under the contract other than first purchase order in above said clause, is to be completed within 30 days from the date of issue of purchase order. However actual delivery schedule shall be as per purchase order as per need and requirement of the BSNL.

**16 Integrity Pact: ( Not Applicable for this Tender)**

Integrity Pact Program is implemented for this tender for which signing of Integrity Pact is mandatory for the purchaser and bidder. Format of Integrity Pact is provided in the tender document at 7(I) in Section 7-Proforma(s). To oversee the implementation of Integrity Pact Program, IEMs are appointed by BSNL vide No. CA/MMT/15-1/2015 dated 08.11.2019 which is available in ‘Tender Notice’ link on [www.bsnl.co.in](http://www.bsnl.co.in).



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## Appendix-1 to Section-1 Part A

**I.** Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services(including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology(ToT) arrangement with an entity from a country which shares a land border with India, shall also be required to be registered with the same competent authority. The competent authority for the purpose of registration as per applicability of Rule 144(xi) **of the General Financial Rules(GFRs) 2017 shall be/ continue to be the registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).**

**II.** "Bidder" (including the term 'tenderer', 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

**III.** "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a Country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

**IV.** The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

### Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person, employed to do any act for another, or to represent another in dealings with third person.
- VI The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (This is applicable for tenders of Works contracts, including Turnkey contracts).
- VII **The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.**
- VIII **If the bidder was validly registered at the time of acceptance/placement of, registration shall not be a relevant consideration during the contract execution.**

**SECTION-1 PART B**  
**[CHECK LIST FOR BIDDER]**

S. No	Contents of 1 <sup>st</sup> Electronic Envelope (Techno-Commercial	Mode of Submission	Document Submitted (Yes/No)
1	Tender Fee as per DNIT clause 01	Scanned Copy on E-tender portal and	
2	Bid Security as per DNIT clause 05	Original Physical Copy Offline. <b>Note: (In case of online payment offline physical copy not required)</b>	
3	Valid Power of Attorney(s) as per Clause 14.3 of Section-4 Part –A (Supported by Board resolution)	Scanned Copy on E-tender portal and Original Physical Copy Offline	
4	Integrity Pact as per clause 16 of DNIT (Not Applicable for this Tender)	Not Applicable	
5	<b>MSE</b> bidders should submit their valid URN (Udyam Registration Number )/valid <b>certification from MSME</b> and it should broadly cover the services offered in tender in order to be able to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSEs, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted	On Line.	
6	Copy of Certificate of Incorporation as per clause 10.1 of Section-4 Part-A.	On Line	
7	Article of Memorandum of Association or Partnership deed or Proprietorship deed as per clause 10.1 Section-4 Part-A.	On Line	
8	Valid GST registration certificate number or exemption certificate with DECLARATION BY BIDDER ON COMPANY LETTER HEAD IN RESPECT OF BLACKLISTING BY GST AUTHORITIES in the format given in Section-7 (H) of Bid Document.	On Line	
9	Copy of IT Return of F.Y. 2021-22 or 2022-23	On Line	
10	Copy of Valid PAN Card	On Line	
11	Copy of valid EPF & ESI registration certificate	On Line	
12	Copy of relevant purchase/work order(s) along with successful completion certificate(s) by service purchasing organization or letter of approval from RDSO in case of RDSO Vendor. Bidder is to submit SUMMARY OF EXPERIENCE CERTIFICATE IN EXCEL FORMAT as proforma given in Section-7D as per clause 4.10, Section-1 Part-A.	On Line	
13	Valid Annual turnover certificate and Profit & Loss statement duly certified by the CA/company auditors as per clause 4.8 section 1 Part-A.	On Line	
14	Under taking & declaration as per format- Section-6 Part A	On Line	
15	Near relative certificates(s) as per format Section-6 Part B and	On Line	

	Clause 34 of Section-4 Part-A		
16	Clause-by-Clause compliance & No deviation statement pursuant to clause 11.2 (b) Section-4 Part-A as per Section-7(F).	On Line	
17	Declaration Not de-bar/Blacklisted as per format of Section-7 (J)	On Line	
18	Copy of Original Tender Document	On Line	
19	Bidder Profile & Questionnaire as per Section-8 duly filled and signed	On line	
20	Original Bid Form as per Section-9 Part-A	On Line	
21	Duly filled copy of check list as per Section -1 Part B	On Line	
22	Under taking as per Section 7 (G) else registration certificate issued by competent authority as per Appendix 1 of Section 1 Part A, as per applicability in pursuant to Clause 4.3 of Section 1 Part A	On Line	
23	Self-Certification as format Section-7(L) and/ or Certificate as per clause 3.5(b) Section-4 Part B ( as the case may be)	On Line	
	<b>Contents of 2nd Electronic Envelope (Financial Envelope containing Financial Bid/BOQ)</b>		
24	Price Schedule as per Section-9 Part-B	On Line	

- Note all the Declaration should be preferably on the letter head of the Company/firm. The Bidder has to upload the Scanned copy of all above said documents during Online Bid-Submission also.

## SECTION- 2 TENDER INFORMATION

- 1.0 Type of tender- :** Single stage bidding, two stages Opening using Two Electronic Envelope System followed by E-reverse auction (if required).

**Note 1:** The bidder shall submit Techno-commercial & Financial bid simultaneously.

**Note2:** The bids will be evaluated techno-commercially first and there after financial bids of techno-commercially compliant bidders only shall be opened. There may be e-reverse auction after evaluation of financial bids.

**Note:2.1** If more than three responsive bidders are available then H1 bidder will not be allowed to participate in the e-reverse auction. However such bidder may be considered for the re-casting of inter-se ranking for award of the work, if required. The elimination of H1 is for e-reverse auction only. Offer for award of work at L1 prices achieved after e-reverse auction as per clause 3(Distribution of quantity) of Section 4 Part-B.

In case of MSE bidder(s), if the bidder(s) happen to be highest bidder but falls within the price band of L1+15% during financial evaluation before reverse auction, then such MSE bidder shall not be eliminated for e-reverse auction.”

- 2.0 Bid Validity Period:** 150 days from the tender opening date.

**3.0 Validity of bid Offer:**

The tender offer shall contain two electronic envelopes system, the first envelope will be named as **Techno-Commercial envelope** & will contain documents of bidders satisfying the eligibility/Technical & commercial conditions and 2<sup>nd</sup> envelop will be named as **financial envelope** containing financial quote. These envelopes shall contain one set of the following documents:

- (A) Techno-commercial envelope** shall contain documents enlisted in Checklist for Bidders in Section 1 Part B in Electronic Form i.e. online except following documents which are to be submitted offline (i.e. offline submissions).

1. DD/ Banker's cheque of Tender fee/Not required in case of online payment as per Clause 1.3 of DNIT, Section-1 Part A.
2. EMD – Bid security (Original copy)/Not required in case of online payment as per clause 5.1 (c) of DNIT, Section-1 Part A
3. Valid Power of Attorney(s) as per Clause 14.3 of Section-4 Part –A
4. Integrity Pact in pursuance to Clause 16, DNIT, Section-1 Part-A, if applicable.

**Note3:** *Only above listed documents are to be submitted offline (i.e. No other document is to be submitted offline) in original to the AGM(MM-II) O/o CGMT, UP (E) Telecom Circle, IIIrd Floor Door Sanchar Sadan, Laplace, Hazratganj Lucknow-226001 in a Sealed Envelope, as per the instructions given in the tender document, on any time before of within 05 days of bid submission end date failing which the tender bid, if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope, shall be rejected.*

*In case the above documents are not submitted offline as per requirement specified above online bid containing the commercial, technical and financial offers of such bidder, SHALL NOT BE OPENED AND THE BID SHALL BE ARCHIVED UN-OPENED on e-tender portal.*

**(B) Financial envelope shall contain:**

Electronic Form: Financial along with Price Schedule,(Section-9Part–B) with all relevant bids Annexure.

- 4.0 Payment terms:** As per Clause 11 of Section-5 Part-A.

## **5.0 Period of Contract and Delivery Schedule:**

- 5.1 The agreement for the work will be for one year which can be extended for another one year based on requirements and progress of the work.
- 5.2 However it is intended that the tendered work is to be completed in a three months period by the vendor from the date of signing of agreement.
- 5.3 Consequent upon the signing of agreement, first purchase order for “At site measurement of Earth Resistance of existing earth, physical inspection of existing earth and lightning arrestor” will be issued for all tendered sites as per SOR with delivery schedule of five weeks. Bidder shall complete the work and submit the report in prescribed format as per Section -7(M) for 25% sites/location in first two weeks, next 25% in third week, next 25% in fourth week and final 25% in fifth week.  
**Note:** The completion certificate in format as per section 7 (M) to be submitted by the bidders on next working day following the above said staggered delivery schedule for the aforesaid referred purchase/work order.
- 5.4 Period of completion( delivery schedule) of the awarded work vide any purchase order issued under the contract other than first purchase order in above said clause, is to be completed within 30 days from the date of issue of purchase order. However actual delivery schedule shall be as per purchase order as per need and requirement of the BSNL.

## **6.0 Paying Authority:**

AO(Claim) O/o CGMT UP (E) Hazratganj Lucknow- 226001 will be the paying authority and the complete set of invoice with supporting documents are to be submitted to AO (Claim-CMTS) O/o CGMT UP (E) for invoice processing.

## SECTION- 3 PART A

### SCOPE OF WORK

- A) **Jurisdiction of Contract:** Preparation of Earth at BSNL Telephone exchange and BSNL BTS Site locations anywhere in Uttar Pradesh East Telecom Circle.
- B) **Approximate Quantum of Work:** Earthing & lightning arrester work on 3067 sites/location of UP East Telecom circle distributed among nine tendered packages.

1	Item description	(a) Measurement of earth resistance value of existing earth pit. (b) Physical inspection of existing earth and lightning arrester. (c) Repairing of lightning arrester system (d) Repairing of existing plate earthing having earth resistance value upto 1 Ohm (Replacement of nut-bolt, strip, earthing cable, recharge with salt & charcoal ) (e) Providing Exchange/BTS Earth resistance value < 1 (One) Ohms where existing earth resistance value is more than 1(One) Ohm after measuring soil resistivity.
2	Configuration to be offered	(a) Plate/electrode earthing where soil resistivity is more than 8 ohm meter as per approval from competent authority. (b) Maintenance free (Chemical earth)/ Rod electrode earthing where soil resistivity is less than 8 Ohm meter.
3	Quantity to be provided	As per work order and terms & condition of tender.
4	Installation requirement	As & when ordered by the unit.
5	Place of performing job	Different Exchanges/BTS sites in Uttar Pradesh East Telecom Circle.

C) **General Conditions:**

- Successful bidder shall carry out the measurement of earth resistance of existing earthing and continuity of lightning arrester. Bidder shall carry out repairing of lightning arrester as per requirement of BSNL. Bidder shall carry out repairing of existing earth or installation of new earth as per requirement of BSNL.
- In case the earth resistance of existing earthing is still more than 1(One) Ohm then a new Earthing either Plate or Maintenance free (chemical earthing) as per requirement shall be carried out for which separate PO shall be issued by BSNL.

S.No.	Value of Earth resistivity	Type of earthing	No. of Electrode	Essential Requirement
01	Less than 4 Ohm meter	Maintenance free (Chemical earth)	One	Earth resistance should be less than <b>1(One) Ohm</b>
02	More than 4 to Less than or equal 8 Ohm meter	Maintenance free (Chemical earth)	Two	Earth resistance should be less than <b>1(One) Ohm</b>
03	More than 8 Ohm meter	Plate/Maintenance free earthing as per approval of Competent authority	As per Approval	Earth resistance should be less than <b>1(One) Ohm</b>

- 3) Successful bidder shall maintain the record of individual Earth Resistance of both existing and new Earthing.
- 4) The individual earth measurement of both existing and new earthing is to be taken in presence of BSNL Site Incharge. During joint inspection, **if it is found that the resistance of old existing Earth is less than 1(One) Ohm then no payment of new earth shall be made.**
- 5) The earth measurement is to be taken in presence of BSNL site incharge and duly signed report by bidder and site incharge should be handed over to the concern BA with copy to DE MS (Project), LW.
- 6) **All the material for earthing work is to be arranged by vendor at his own cost including transportation of material. No extra payment will be paid.**

**D) Warranty:**

- 1) The contractor shall warranty that Exchange/BTS earthing for 12 months from the date of successful work completion for which Work Completion certificate to be issued by the officer not below the rank of AGM of concern BA. It shall be ensured that the work shall be free from all defect and faults and shall be of the highest grade consistent with the established and generally accepted standards of this type and shall perform in full conformity with the specifications and drawing. The contractor shall be responsible for any defects that may develop during proper use arising from faulty materials, design or workmanship inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and / or otherwise and shall remedy such defects at his own cost when called upon to do so by the AGM in charge of concern BA who shall state in writing in what respect the store/job is faulty.
- 2) If it becomes necessary for the contractor to replace or renew any defective portion/ portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. Similar provisions will be applicable in respect of rectification made to the job/work if any defect is not remedial within a reasonable time, BSNL may proceed to do the work/supply at the contractor's risk and expenses, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.
- 3) Replacement /renewal/rectification under warranty clause shall be made by the contractor, free of all charges at site including freight, insurance and other incidental charges and cost.



**SECTION- 3 PART B**  
**TECHNICAL SPECIFICATIONS/ REQUIREMENTS/SCHEDULE OF RATE**

**A. Location for Earth Electrodes:**

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

**B. Specification of Work: Earthing at Various Exchanges /BTS for Plate Earth:**

1. The contractor shall excavate a pit of size 2m x 2m x 3m (all type of soil) for four plates hot dip G.I. (Galvanized Iron) earthing at the bottom of the pit in new location i.e. not the existing pit.
2. The size of the hot dip G.I. plate shall be 600mm x 600mm x 6mm.
3. Hot Dip G.I. Plates and hot dip GI strips of 50mm X 3mm are connected by GI nuts and bolts. To prevent ingress of moisture and soil the joint is made watertight by covering with Bitumen.
4. Distribution links i.e. 2 hot dip GI strips joined to different plates and taken parallel together in 63mm G.I pipe to provide one point for testing earth resistance and other may be extended to Exchange Earth Distribution Bar.
5. Watering arrangement: A watering pipe 20mm dia, medium class pipe shall be provided and attached to the electrodes. A funnel with mesh shall be provided on the top of this pipe for watering the earth.
6. A cast iron/MS frame with MS cover, 6mm thick, and having locking arrangement shall be suitably embedded in the masonry enclosure of size not less than 30cm x30cmx30cm.
7. The bends in hot dip GI strips should not be sharp but with a radius of one meter.
8. After the earthing electrode is placed and all the interconnections are made, the pit should be filled up with fine ash and with finely sieved good quality soil, 1 feet above the top edge of hot dip GI plates, which should be rammed in the layers so that it is compact and cohesive.
9. Black soil should be used at rocky places for refilling the earth pit.
10. Exchange Earth Bus Bar and other connection: Each log is connecting to Plate earth by means of hot dip GI strip. All connections are made by GI nuts & bolts for GI to GI with a lead strip of 3mm thick in between for ensuring proper surface contact as follows.

That is,

- a) Hot dip GI strips by GI nuts. Hot dip GI strip and bolts with lead strip 1 to 3 mm thick in between.
  1. Hot dip GI strip to connected Copper strip by brass lug, nuts & bolts covered to make it moisture proof.
  2. In case of plate earthing, the contractor shall guarantee that the earth resistance of 1 ohm or less is obtained in the new earth.
11. Earthing work shall be carried out as per the Engineering Instructions of Technical & Development Circle E.I. No. PROTECTION/EARTHING/I-001 issue No:03 dt.30.04.2005 and IS 2309: 1989 Protection of Bldgs. and allied structures against lightning – code of practice (Second revision)

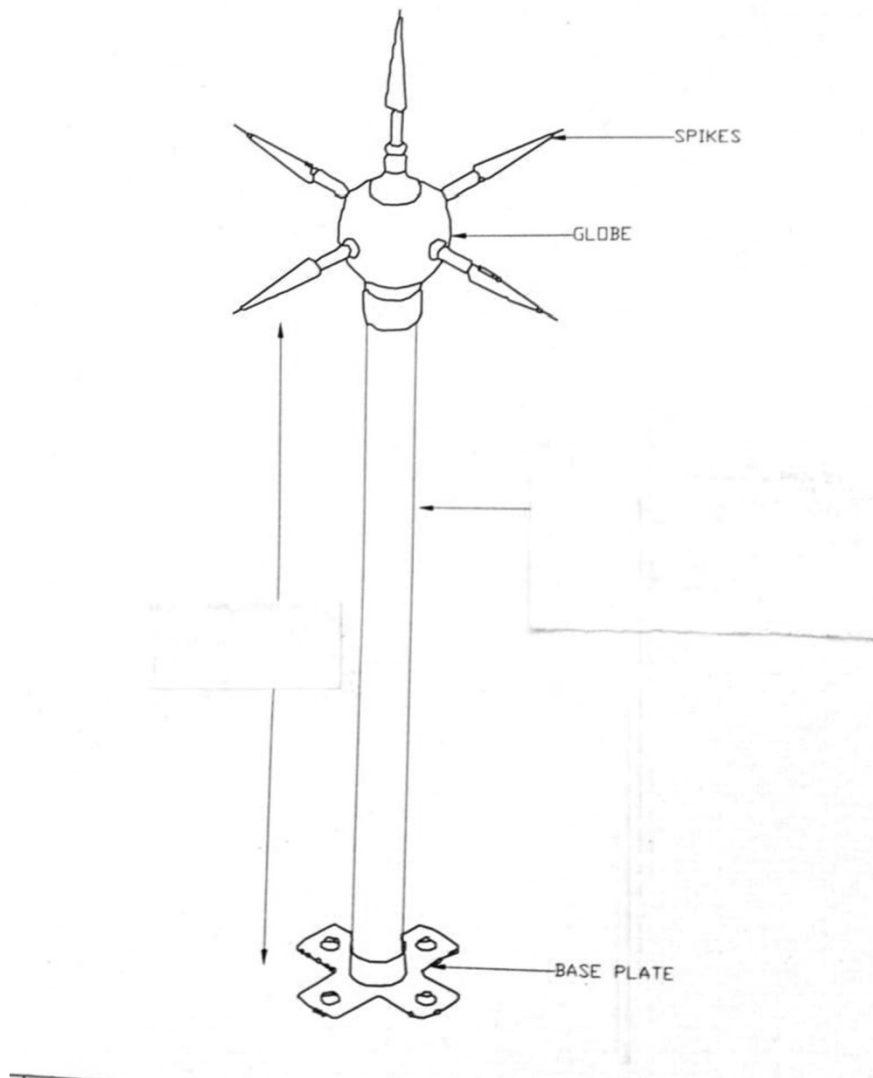
**C. Specification of work: Earthing at Various Exchanges /BTS for Chemical Pipe Earth/Lightning Arrester:**

1. Chemical should be done **as per RDSO specification no. RDSO/SPN/197 or latest/revised recommendation by RDSO.**
2. Material of chemical earthing should be sourced from RDSO approved vendors.
3. At one site maximum three Chemical Earthing may be installed as approved by competent authority to achieve the desired earth resistance of 1(One) Ohm or less at the site. However at the time of Joint verification, each pipe earth shall be measured separately and in case unnecessary extra earths have been done, then no payment shall be made for the extra pipe earth done at the site.
4. Specification of Lightning Arrester:
  - a) The lightning arrester should be 1500 mm long, 25 mm dia hollow Copper tube having wall thickness not less than 1.60 mm.
  - b) The spikes should be 5 Nos, made of copper with 150mm length. 15 mm length of spike should be tinned

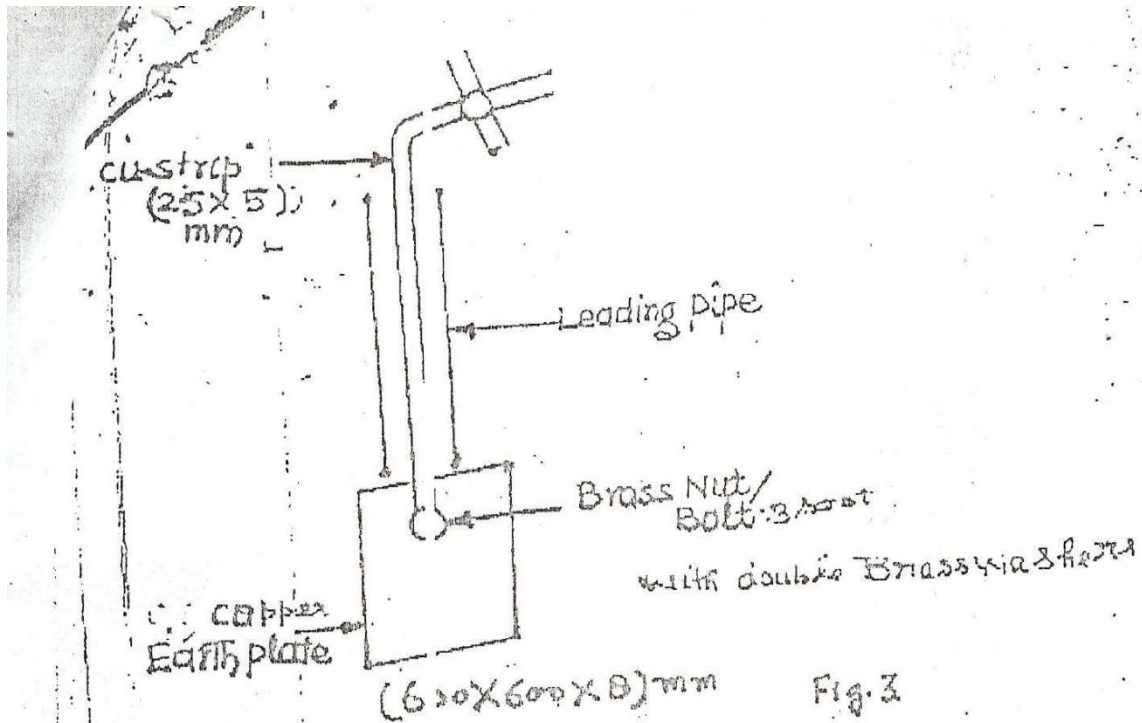
at bottom.

- c) The lightning arrester should be fixed with Teflon tape/earthing insulator at the top of tower to avoid direct contact with the tower.
- d) All the safety measures should be taken by the agency during execution of work.
- e) The GI strip to be fixed with tower leg with suitable size earthing insulator to avoid direct contact with the tower. The distance between two clamps should not be more than the 3.0 Mtrs.
- f) The height of the lightning spike should be sufficient, so that antenna is sufficiently below and will come in the protection zone.

**Indicative Drawing of Lightning arrester:**



## DIAGRAMS



### CONNECTION TO PLATES

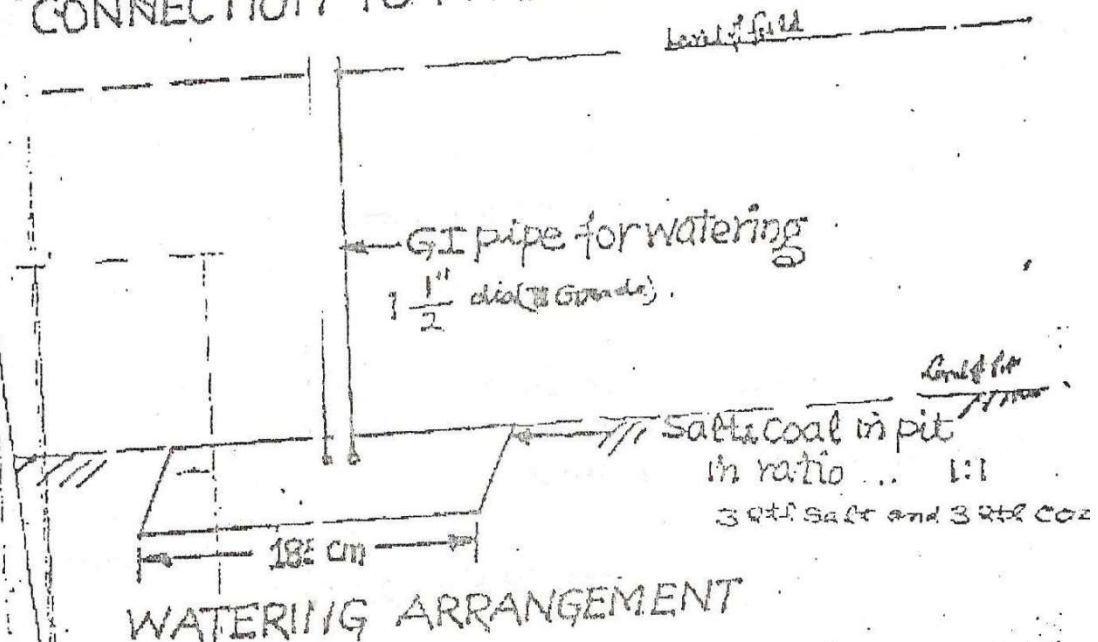
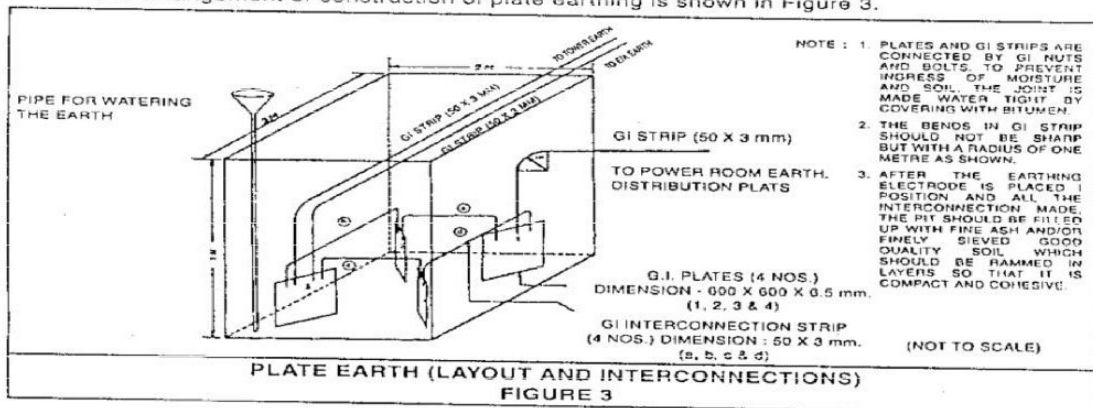


Fig. 4

The arrangement of construction of plate earthing is shown in Figure 3.

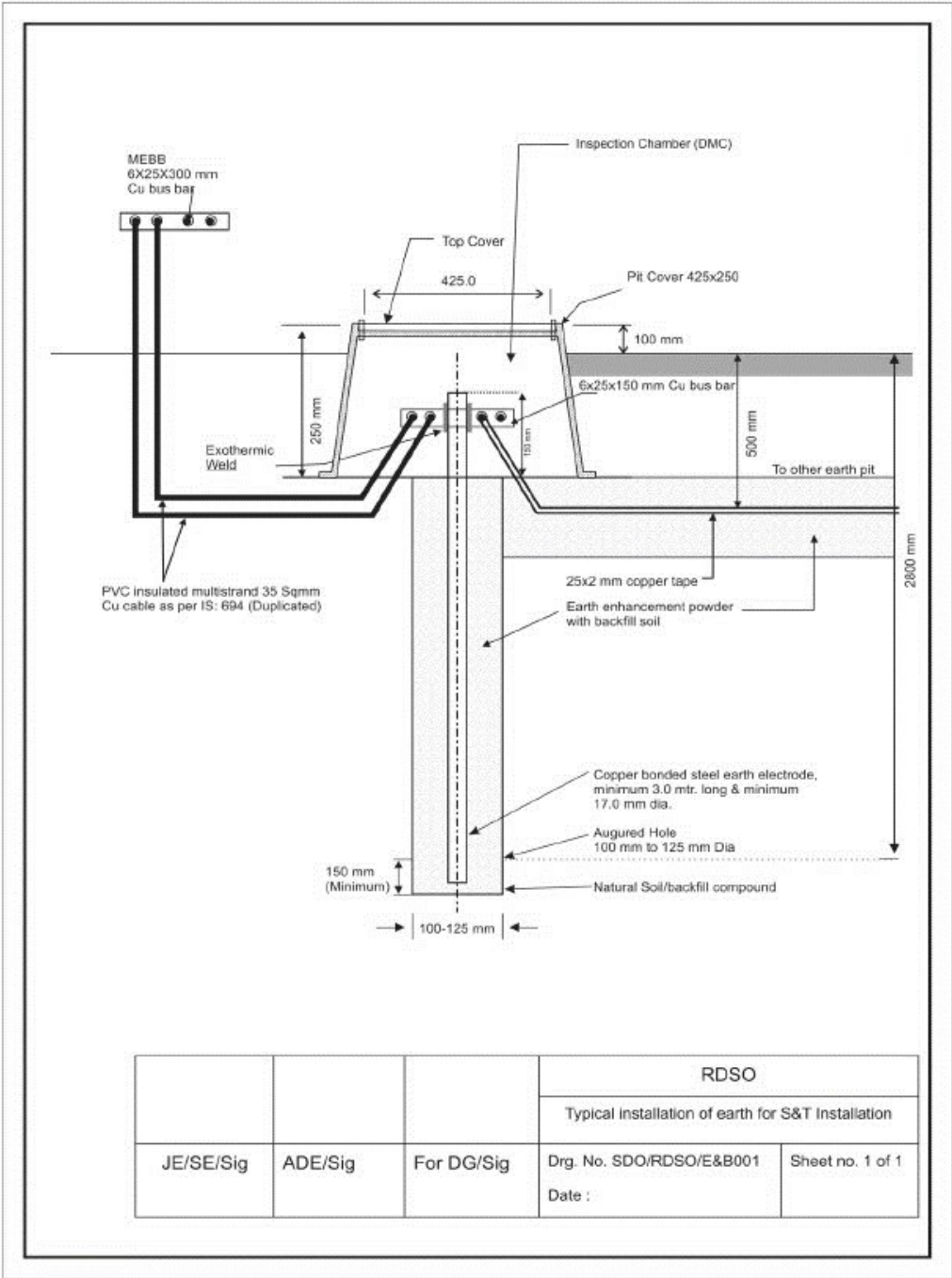


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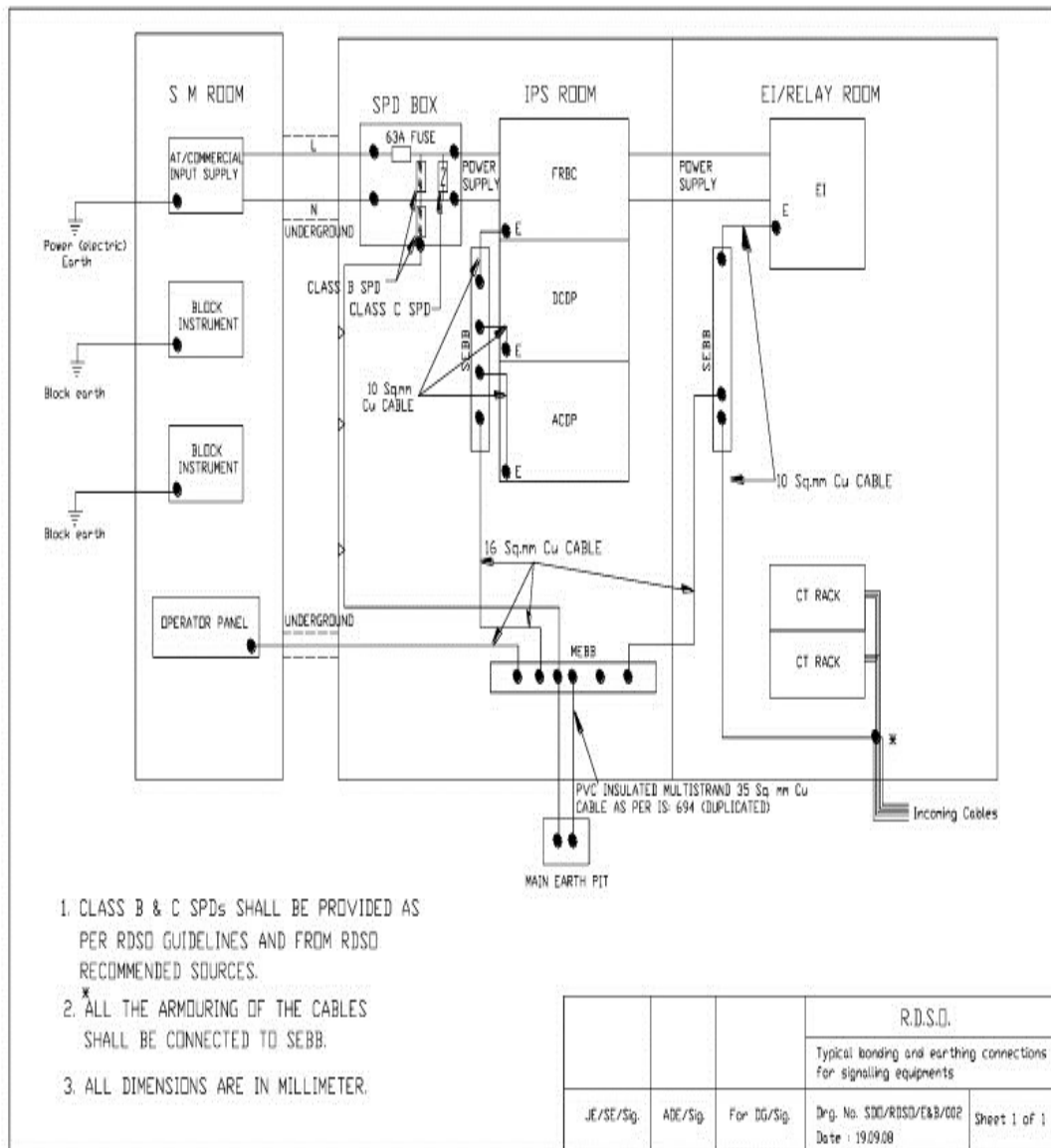
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Date 30.04.2005

Drawing of Maintenance Free Earth (Chemical Earth)

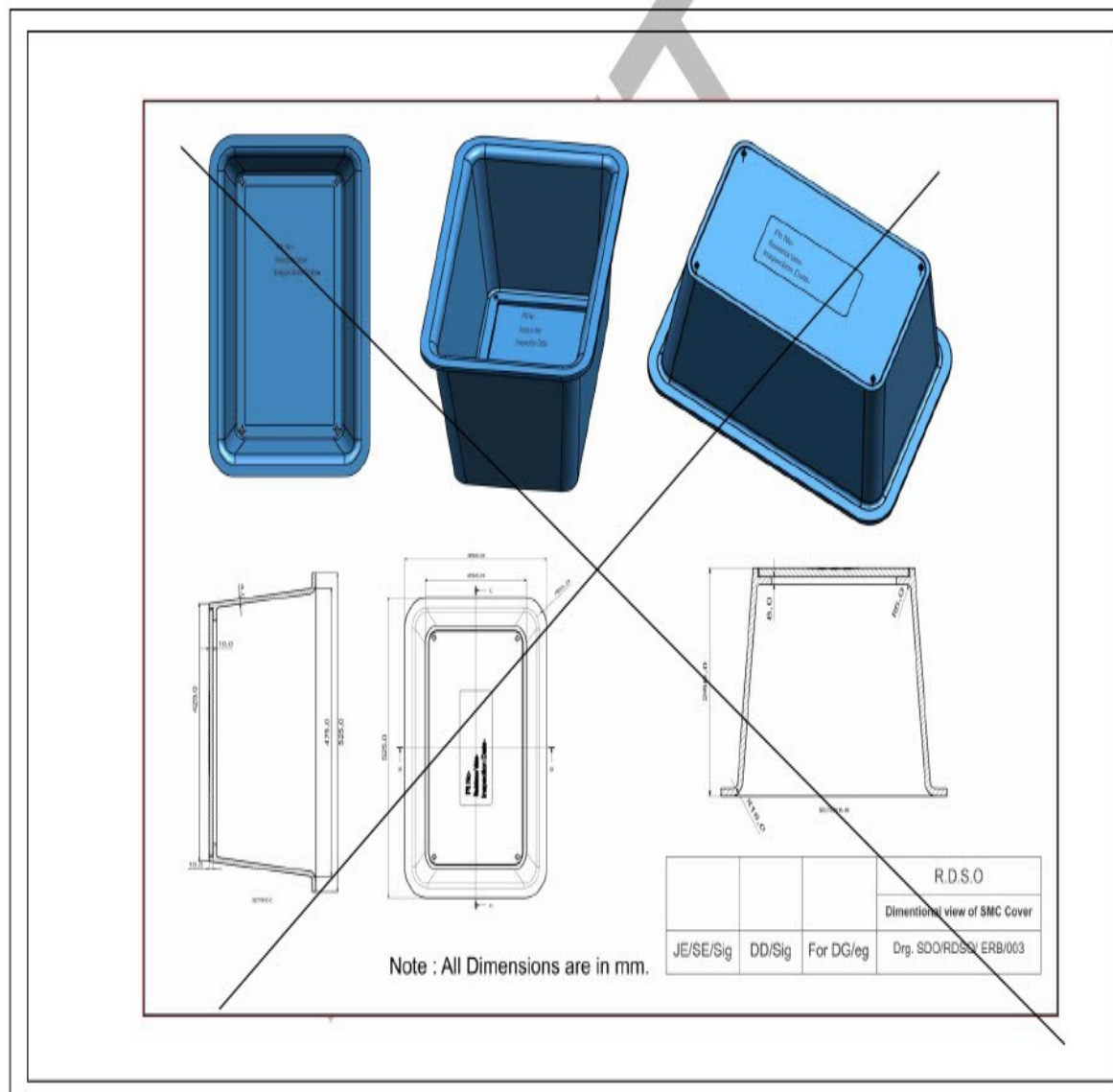
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Document Title: Specification for Code of practice for Earthing & Bonding system for signaling equipments			



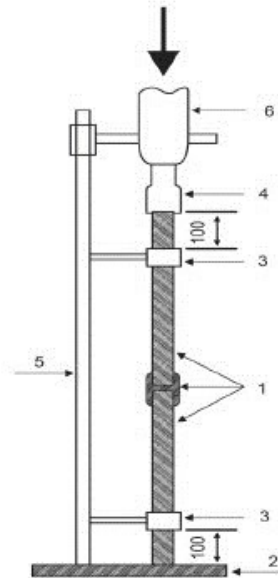
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1. specimen
2. metal plate
3. bearing
4. driving head
5. test holder
6. vibration hammer

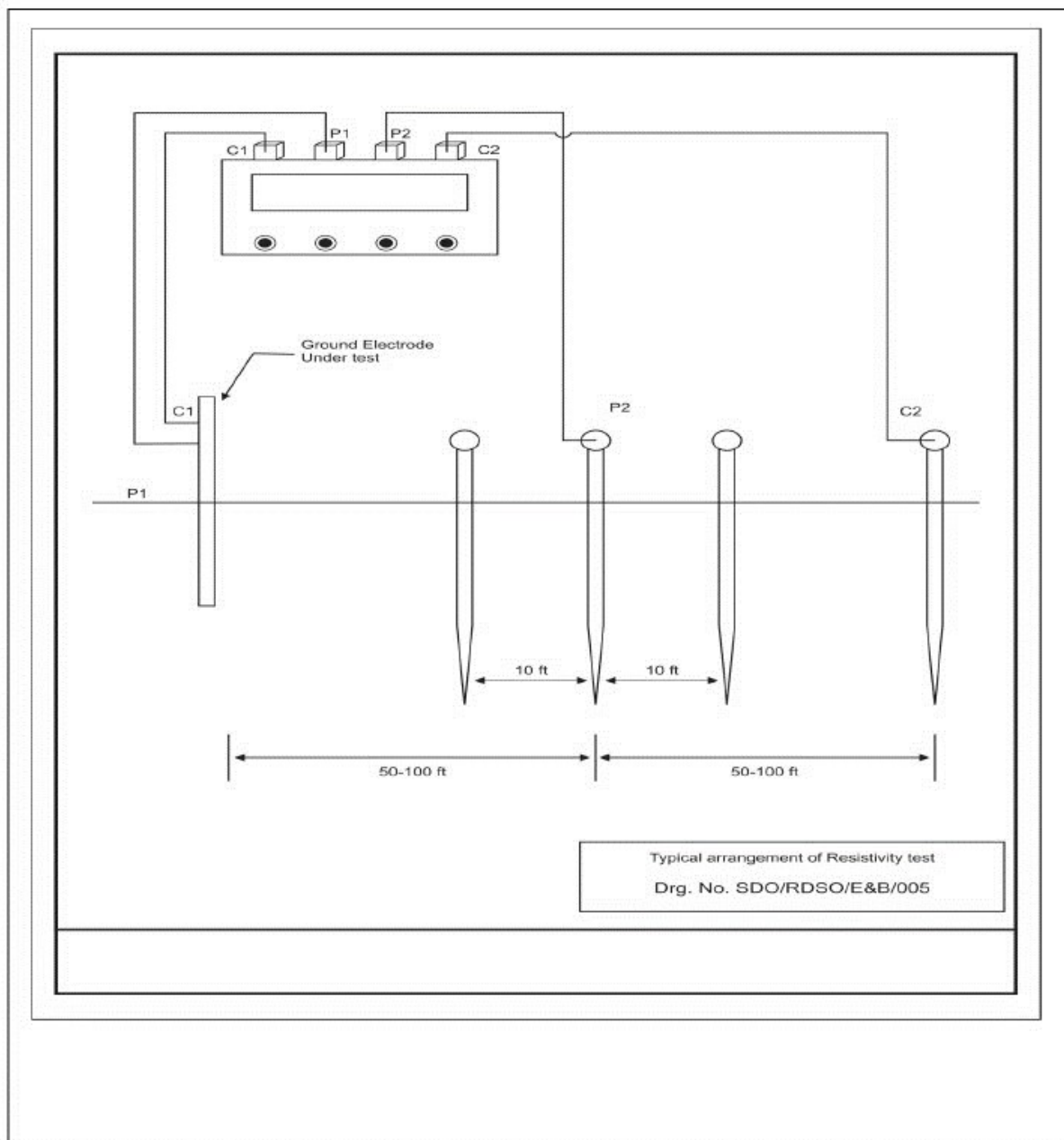
Drawing : - Typical test arrangement for the compression test

Typical arrangement of Compression test

Drg. No. SDO/RDSO/E&B/004.



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Document Title: Specification for Code of practice for Earthing & Bonding system for signaling equipments			



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**Schedule of Rates**  
(Applicable for all the tendered packages: Package I to IX)

Sl. No	Items	Unit	Rate per unit
1	At site, Measurement of Earth Resistance of existing earth, Physical inspection of existing earth & lightning arrester.	Site	250
2	Repairing of lightning arrester and existing earth where resistance value up to 1 Ohm ( Replacement of nut- bolt, GI strip , earthing cable, recharge with salt & charcoal as required)	Sites	1000
3	Earthing with <b>Four Hot Dip G.I Plate of size: 600mm x 600mm x 6mm</b> including accessories, interconnecting the plates (Chamber) with GI Strip of size 50 mm x 3 mm, and extension up to the earth surface with GI Strip of size 50 mm x 3 mm in 63 mm GI Pipe from two plates, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 20 mm dia 2.7 metre long etc. (with charcoal/ coke and salt) as required. (Detailed specification in Section-3)	Nos	23000
4	Providing <b>Chemical Earth by using Copper Bonded 17mm 3mtr GI/MS Rod with copper bonded 250 micron</b> , Earth Enhancement Water soluble Gel, installation of DC cable of size 10 sq mm for connecting earth pit to the bus bar mounted on wall for extension of earth and providing masonry enclosure (300mmX300mmX300mm with cover plate having locking arrangement/ poly plastic, Heavy Duty, weather proof, environmental free earth pit chamber with cover size about top dia 250 mm bottom 330mm and height 260 mm heavy duty of 7Ton load capacity, the base unit should have knockouts for interconnection of strips and copper Strip bus bar of size 300mmX25mmX6mm shall be exothermically welded to main earth electrode as per the specification enclosed etc as reqd. (masonry enclosure shall be one at each site in case more than 1 pipe earth is required at the site.) (Detailed specification in Section-3)	Nos	9500
5	Supply & installation of Copper tape (25mmX2 mm) OR solid copper round conductor (8mm dia) for main earth pit to other earth pit in case of loop earth in Chemical Earthing system.	Per Meter	500
6	Supply and installation of Hot dip G.I. Strips of size 50 mm x 3mm as per requirements for connecting new earth to the existing arrangement and for continuity of Lightning arrester.	Per Meter	300
7	Providing and fixing copper lightning arrester of 1500mm length, 25mm dia, hollow tube and of wall thickness not less than 1.6. mm including tinning the bottom portion of the spike for a length of not less than 150 mm and connecting to the G.I. strip by means of clamps and 2 nos 10 mm dia brass bolts and nuts all complete as required.	per unit	5000
8	Supply and fitting of flexible copper cable 10 Sq mm for earth connectivity including two copper lugs etc. as required at site	Per Meter	200

**Note:**

Individual item wise rate for each package will be calculated as=

Individual item estimated SoR rate (as per above table) multiplied by total quoted price in financial bid/BOQ for a package divided by estimated total price

$$\begin{array}{lcl}
 \text{(Individual item wise rate for each package)} & = & \text{(Individual item estimated SoR rate as per above table)} \times \text{(Total quoted price in financial bid/BOQ (Section-9 Part B) for a package)} \\
 & & \hline
 \end{array}$$

(Total Estimated Price for a Package)

**SECTION-3 PART C**  
**SCHEDULE OF REQUIREMENT (SOR)**

**Schedule of Requirement:**

Sl · N o	Items	Unit	Package-III (Prayagraj BA) (App. Qty)
1	At site, Measurement of Earth Resistance of existing earth, Physical inspection of existing earth & lightning arrester.	Site	104
2	Repairing of lightning arrester and existing earth resistance value up to 1 Ohm (Replacement of nut- bolt, GI strip, earthing cable, recharge with salt & charcoal)	Site	40
3	Earthing with <b>Four Hot Dip G.I Plate of size: 600mm x 600mm x 6mm</b> including accessories, interconnecting the plates (Chamber) with GI Strip of size 50 mm x 3 mm, and extension up to the earth surface with GI Strip of size 50 mm x 3 mm in 63 mm GI Pipe from two plates, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 20 mm dia 2.7 metre long etc. (with charcoal/ coke and salt) as required. (Detailed specification in Section-3)	Nos	69
4	Providing <b>Chemical Earth by using Copper Bonded 17mm 3mtr GI/MS Rod with copper bonded 250 micron</b> , Earth Enhancement Water soluble Gel, installation 10 meter DC cable of size 10 sq mm for connecting earth pit to the bus bar mounted on wall for extension of earth and providing masonry enclosure (300mmX300mmX300mm with cover plate having locking arrangement / poly plastic, Heavy Duty, weather proof, environmental free earth pit chamber with cover size about top dia 250 mm bottom 330mm and height 260 mm heavy duty of 7Ton load capacity, the base unit should have knockouts for interconnection of strips and copper Strip bus bar of size 300mmX25mmX6mm shall be exothermically welded to main earth electrode as per the specification enclosed etc as reqd. (masonry enclosure shall be one at each site in case more than 1 pipe earth is required at the site.) (Detailed specification in Section-3)	Nos	109
5	Supply & installation of Copper tape (25mmX2 mm) OR solid copper round conductor (8mm dia)for main earth pit to other earth pit in case of loop earth in Chemical Earthing system.	Per meter	96
6	Supply and installation of Hot dip G.I. Strips of size 50 mm x 3mm as per requirements for connecting new earth to the existing arrangement and for continuity of Lightning arrester.	Per Meter	372
7	Providing and fixing copper lightning arrester of 1500mm length, 25mm dia, and hollow tube and of wall thickness not less than 1.6. mm including tinning the bottom portion of the spike for a length of not less than 150 mm and connecting to the G.I. strip by means of clamps and 2 nos 10 mm dia brass bolts and nuts all complete as required.	per unit	15
8	Supply and fitting of flexible copper cable 10 Sq mm for earth connectivity including two copper lugs etc. as required at site	Per Meter	830

**Note:**The line items wise quantities may vary as per actual requirement for a package.

**SECTION-4 PART A**  
**GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

**1.0 DEFINITIONS:**

- 1.1 **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), Lucknow.
- 1.2 **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- 1.3 **"The Supplier"** or **"The Vendor"** or **"The Service Provider"** means the individual or firm providing the services under the contract.
- 1.4 **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- 1.5 **"The Services"** means providing maintenance services for external plant which the Supplier is required to supply to the Hirer/Purchaser under the contract.
- 1.6 **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase/Service Order on the bidder.
- 1.7 **"The Purchase Order"** means the order placed by the Purchaser on the Supplier/ provider signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- 1.8 **"The Contract Price"** means the price payable to the Supplier/ Service Provider under the purchase order for the full and proper performance of its contractual obligations.
- 1.9 **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- 1.10 **"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.
- 1.11 **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.
- 1.12 **"SSA"** means Secondary Switching Areas defined by BSNL (generally comprising of one or more revenue districts).
- 1.13 **"BA"** means Business Area comprising of one or more SSA's

**2.0 ELIGIBILITY CONDITIONS:**

- 2.1 Kindly refer to Clause 4 of Section – 1, Part A i.e. detailed NIT.

**3.0 COST OF BIDDING:**

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

**4.0 DOCUMENTS REQUIRED:**

- 4.1 The services required to be provided; 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 conditions in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

**5.0 CLARIFICATION OF BID DOCUMENTS:**

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by Email of the Purchaser as indicated in the invitation of Bid latest by **13/09/2024, 18:00 (Hrs).** **Any query received after this date will not be entertained.** The Purchaser shall respond in writing to any such request for the clarification of the bid documents. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all

the prospective bidders who have received the bid documents.

- 5.2 Any clarification issued by BSNL in response to query rose 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 The Purchaser 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 Email or by Addendum through e-tendering portal (for tenders invited through e-tendering process) to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding to them.
- 6.3 In order to afford a reasonable time prospective bidders to take the amendment into account in preparing their bids, the purchaser, at its own discretion, may 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:

- 7.1 Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10 of this section.
- 7.2 Bid Security furnished in accordance with clause 12 of this section.
- 7.3 A Clause by Clause compliance as per clause 11.2 (b) of this section.
- 7.4 Bid form and price schedule completed in accordance with clause 8 & 9 of this section.

#### **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, brief description of the services, quantity and prices as per Section- 9 Part-A & B.

#### **9.0 BID PRICES:**

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes, packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the services it proposes to provide under the contract as per the price schedule given in **Section-9 Part B**. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (a) The Basic Unit price of the services, GST, Freight, Forwarding, Packing, Insurance and any other Levies/ Charges already paid or payable by the supplier shall be quoted separately item wise.
- (b) The service provider shall quote as per price schedule given in **Section-9 Part B** for all the items given in schedule of requirement at Section-3 Part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of services offered.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section-4 Part A. and Clause 7 of Section-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the service provider and no separate charges shall be paid for transportation to individual sites for repairing.
- 9.7 Income tax and all other taxes (except GST) enforce time to time or at present rates will be deducted from the bills of the contractor. Any other statutory tax or levies introduced by the Govt. of India/ State Govt. shall be borne by the contractor.

#### **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per 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, proof in this regard also need to be submitted.
  - (b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1 and Section-4 Part B.
  - (c) Power of Attorney as per clause 14.3 (a) and (d) of this section and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of this section.
  - (d) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 33 of this section.
  - (e) Certificate of incorporation, if applicable.
  - (f) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

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

- 11.1 Pursuant to clause 7, 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 provide under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) a detailed description of services with essential technical and performance characteristics;
  - (b) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General instruction to bidders, Special instruction to bidders and e-tendering instruction to bidders (Section -4 Part A, B, C) and General (Commercial) Conditions (Section-5 Part A) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(b) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

#### **12.0 BID SECURITY / EMD:**

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 Part B (DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- (a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
  - (b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - (c) MSE unit is required to submit its monthly delivery schedule.
  - (d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders 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 the purchaser pursuant to clause 13 of this section.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order

satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

12.7 The bid security may be forfeited:

- (a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- (b) In the case of a successful bidder, if the bidder does not accept APO/AWO and/ or does not submit PBG & sign the contract in accordance with clause 28.

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

13.1 Bid shall remain valid for the period specified in **clause 2 of Section2** of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

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

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

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

14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally 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. A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney. A copy of the partnership deed (First & last and relevant pages only) duly self attested by Partners shall be attached
- (d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) **In case the representative of bidder company, who uploads the document on e-tender portal using his digital signature Certificate (DSC), is different from the authorized signatory (Power of attorney holder) for the bid then the representative who uploads the documents on e-tender portal using DSC issued in his name, should also be made as one of the Power of Attorney holder by the bidder company, in addition to authorized signatory for the bid.**

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

15.1 **The bid should be submitted as per clause 3 Section-2 of tender information.**

15.2

- (a) The Offline document envelope shall be addressed to the purchaser inviting the tender. The Purchaser Address shall be:  
.....
- (b) The Offline documents envelope consisting documents as stated in clause 3 of Section-2 (Tender Information) shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' .....(due date & time).
- (c) The Offline documents envelope 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 documents as stated in clause 3 of Section-2 (Tender Information) may be sent by 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) Offline documents as stated in clause 3 of Section-2 (Tender Information) delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT to ..... The purchaser shall not be responsible if the bids are delivered elsewhere.
  - (f) Venue of Tender Opening: ..... at specified time & date as stated in NIT.
  - (g) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently in chamber of ..... & at a place notified.
- 15.3 If Offline documents envelope is not sealed and marked as required at Para 15.1 and 15.2, the bid shall be rejected.

## **16.0 SUBMISSION OF BIDS:**

- 16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in clause 6 of Section-1 Part A i.e. DNIT.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 of Section-4 Part A in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. They may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder(s).

## **17.0 LATE BIDS:**

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

## **18.0 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 6&15 of Section 4 Part A.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

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

- 19.1 The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who choose to attend, at time & date specified in clause 7 of DNIT (Section-1 Part A) on due date.  
The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in **Section-7**).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee

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 ..... for retention. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders, who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.



(i) 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.

(ii) 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) Quantities/prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

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

## **20.0 CLARIFICATION OF BIDS:**

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

## **21.0 PRELIMINARY EVALUATION:**

- 21.1 Purchaser 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 duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted does not tally with its breakup quoted, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, **the unit price shall prevail and the total price shall be corrected by the purchaser.**
- 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 22, the Purchaser 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. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser 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:**

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of quoted base price of the services offered excluding GST in the Section-9 Part B of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.
- (a) “Duties & Taxes for which the firm has to furnish GST Challans/Tax Invoices indicated separately in the PO/APO.
  - (b) Vendors should furnish the correct HSN/SAC Classification/Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under provisions/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
  - (c) In case the Duties & Taxes which are not eligible for input tax credit as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per GST Law, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all the documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim credit viz. upload the information on GSTN. However, the purchaser may allow the service provider to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provisions of GST Law.
  - (a) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC Classification/ Tariff Head from the CGST/SGST/IGST officer or Custom authority E.D./Customs authority where the HSN or SAC Classification/ Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST Act./ Customs Tariff notifications.
  - (b) “If the supplier fails to furnish necessary supporting documents i.e. Tax invoices/Custom Invoices etc. in respect of the Duties/taxes which are eligible for input tax credit, the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the firm.”
  - (c) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the supplier.
  - (g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. registration number, particular of services etc which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the supplier.

### **23.0 CONTACTING THE PURCHASER:**

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

### **24.0 PLACEMENT OF ORDER:**

- 24.1 The Purchaser shall consider placement of orders for commercial services only to those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose services have been type 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 ordering price of any bidder shall not exceed the lowest evaluated package price.
- 24.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

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

- 25.1 BSNL reserves the right to increase or decrease up to 25% of the quantity of services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- 25.2 BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of services contained in the running tender/contract within a period of 12 months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

## **26.0 PURCHASER'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 PURCHASE ORDER:**

- 27.1 Issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the Performa provided with the bid document at Section-7 Part A.
- 27.3 L-1 bidder may be issued Advanced Purchase Order (APO)/ Letter of intent(LOI) for L-1 quantity as defined in clause above.

## **28.0 SIGNING OF CONTRACT:**

- 28.1 The issue of Purchase order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause 24.4 & 27.3 of this section.

## **29.0 ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

## **30.0 Deleted**

## **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) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per clauses 12.1 & 12.2 and bid validity is less than the period prescribed in clause 13.1 mentioned above.
  - (b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section-4 Part A is not met and/or documents prescribed to establish the eligibility as per clause 10 of section-4 Part A are not enclosed, the bids will be rejected without further evaluation.
  - (c) Clause 11.2 (b) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
  - (d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
  - (e) Section-8 Price Schedule: Prices are not filled in as prescribed in price schedule.
  - (f) Section-4 Part A clause 9.5 on discount which is reproduced below:  
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in

clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/ they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

- 31.3 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 P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.
- 31.6 BSNL shall be disclosing the reason of rejection of bid upon enquiry made by bidder in writing in Pursuant to GFR 173(iv).

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

As per Appendix-1 to Section 4 Part A.

## 33 Deleted

## 34 NEAR-RELATIONSHIP CERTIFICATE:

- 34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL units\*.

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company/Limited company the certificate will be given by all the Directors of the company, but excluding following:

- a) 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
- b) Full time Directors of PSUs, both Central and State.

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted 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.

\*Unit, shall be taken as following:

- (a) In case of any near relative of the bidder being non-executive employees, the "BSNL unit" is defined as "Business Area (BA)".
- (b) In case of any near relative of the bidder being executive (up to AGM/STS level), the "BSNL unit" is defined as "BSNL Circle".
- (c) In case of any near relative of the bidder being higher executive (DGM/JAG or higher), "BSNL unit" is defined as "BSNL as a whole".

- 34.2 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).

- 34.2.1 The format of the certificate is given in Section-6 Part B of Tender Enquiry.

**35 VERIFICATION OF DOCUMENTS AND CERTIFICATES:**

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

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

Note for Tender opening Committee:

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

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

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

**37 Deleted**

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

	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ 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 APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.

	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order
	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality 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 APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle)	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 14 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	



	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	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.	<p>iii) Termination/ Short Closure of the PO/ WO.</p> <p>iv) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>v) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>vi) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>vii) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

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

## SECTION-4 PART B

### SPECIAL INSTRUCTIONS TO BIDDERS

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

1. **Eligibility Conditions:-As per para4 of DNIT & clause10 of Section4 Part-A.**
2. **Bid Security: As per Clause 5 of Section 1 (DNIT)**
3. **Preference to make in India**

**3.1** Purchaser reserves the right for providing Preference to Make In India telecom products, service and works in accordance with Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry letter no. P-45021/2/2017-PP(BE-II) dated 16/09/2020 [Public Procurement (Preference to Make in India), Order 2017- Revision] along with relevant references from earlier letters, DPIIT Order No. 45021/2/2017-B.E.-II dated 15-06-2017, Order dated 28-05-2018, Order Dated 29-05-2019, Order dated 04-06-2020etc along with latest guidelines & amendments, if any.

### 3.2 Definitions

- (i) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (ii) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement need the minimum local content as prescribed for "Class-I local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020.
- (iii) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, needs the minimum local content as prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 revision dt 16.09.2020 but less than that prescribed for "Class-I local supplier" under this order.
- (iv) 'Non Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under DPIIT Public procurement (Preference to make in India), order 2017 Revision dt 16.09.2020.
- (v) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
- (vi) 'Works' means all works as per Rule 130 of GFR- 2017, and will also include turnkey.

**3.3** Margin of Purchase Preference: means the maximum extent to which the price quoted by "Class-I local supplier" may be above the L-1 for the purpose of purchase preference.

**3.4** 'Class-I local suppliers/Class-II local suppliers' are required to indicate the 'Local content' for the quoted telecom products, service and works, in their bid in the format available in Section:7(L)

### 3.5 Verification of local content

- (a). The 'Class-I local supplier/Class-II Local suppliers' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for Class-I local supplier/Class-II Local

- suppliers', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b). In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier/ Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). False declarations will be in breach of the Code of Integrity under Rule 175(1)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (i) of the General Financial Rules along with such other actions as may be permissible under law.
- (d). A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

### 3.6 Purchase Preference

- (a) Among all qualified bids, the lowest bid will be termed as L 1. If L 1. is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
- (b) If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L 1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

**3.7** Margin of Purchase Preference: The margin of purchase preference shall be 20%.

**3.8** Minimum Local Content: The Local content requirement to categorize a supplier as 'Class-I supplier' is minimum 50%. For Class-II Local supplier, the local content requirement is minimum 20%.

4) Distribution of work (to be read with the provisions of Preference to Make in India as detailed in clause 3.0 above and Note:3 of Section-1 Part A, DNIT)

:(i) The Purchaser intends to limit the number of technically and commercially responsive 01(One) bidder from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

Table 1(A) (Without provisions for MSE Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil

Table 1(B) (With provisions for MSE Units ) to be read with Note :3 of Section-1 Part-A)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)		Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	
One bidder	75%	Nil	25% Out of 25% target of procurement from MSEs 20% will be procured from MSEs owned by SC/ST entrepreneurs. Out of total procurement from MSEs,3% from within the 25% target shall be earmarked for procurement from MSEs owned by women

Note 1(a):Table 1(B)shall be followed in case there are eligible MSE Bidder.

Note 1(b): Deleted.

Note 2: If no eligible MSE bidders are available then aforesaid earmarked 25% quantity shall be de-reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A) above.

Note 3: If L-1, L-2, L-3, etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be distributed amongst such MSE bidders i.e. the 25% reserved quantity for MSE may be distributed equally among all the MSE bidders whose quote lies within range L1+15% including L1, L2, L3, etc MSE bidders.

Note 4: Concurrent application of Public Policy for Micro and Small Enterprises Order, 2012 and Public Procurement(Preference to make in India) Order, 2017 shall be done as per Guidelines issued by Department of Expenditure order No: F.1/4/2021-PPD dated 18.05.2023

**4.1 DELETED**

**4.2 DELETED**

4.3 If the two or more bidders are L-1 with same quoted rates in any package the work will be equally distributed among them subject to condition that Part of Package(s) distributed will also be treated as one Package as described below:  
Suppose Two Bidders are L-1 in Package-I, then the work of Package-I will be distributed equally between both of them as 50% of the Package-I and that 50% Part of Package-I will be treated as one Package.

**4.4 DELETED**

**4.5 DELETED**

## **Section- 4 Part C**

### **Instructions for Online Bid Submission**

**These Special Instructions to Bidders shall supplement ‘Instruction to Bidders’, as enclosed in Sec 4 Part A of the Tender Documents.**

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

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

#### **1. REGISTRATION**

**Bidders are required to enrol 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 Enrolment” on the CPP Portal which is free of charge.**

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

**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.**

**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.**

**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.**

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

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

**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.**

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

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

#### **3. PREPARATION OF BIDS**

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

**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.**

**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.**

**To avoid the time and effort required in uploading the same set of standard documents which are required to be**

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

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

#### **4. SUBMISSION OF BIDS**

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.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

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

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.

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

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.

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.

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

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.

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

#### **5. E-Reverse Auction**

E-Reverse Auction would be conducted on Unit/ total package/ net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

S. No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	.....( Typically 1 to 2 ) Hours
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-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 03 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 planning cell)
6	Minimum Bid-Decrement	.....( Value in Currency) To be decided by planning cell
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.1, 5 & 6 shall be confirmed after opening & evaluation of Financial bid parts.

## 6. ASSISTANCE TO BIDDERS

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.

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 462/4001 002/4001005

International Bidders are requested to prefix +91 as country code

Email Support:

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

Technical support-[eproc\(at\)nic\(dot\)in](mailto:eproc(at)nic(dot)in)

Policy Related – [cphp-doe\(at\)nic\(dot\)in](mailto:cphp-doe(at)nic(dot)in)



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

**1. APPLICATION**

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

**2. STANDARDS**

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

**3. PATENT RIGHTS** deleted

**4. PERFORMANCE SECURITY**

4.1 All successful bidders [including MSEs(MICRO & SMALL ENTERPRISES)] who are registered with Appropriate Authority under Ministry of MSME shall furnish performance security to the purchaser for an amount equal to 05% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order (APO)/Letter of intent(LOI) by the Purchaser.**However, if the quoted price is less than the BSNL's internal estimated cost by 15% or more, the bidder shall be required to deposit 10% of the APO value as PBG.**

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7(B.1) of this Bid Document or in the form Insurance Surety Bond issued by Insurance Company registered under Insurance Act 1938 & its subsequent amendments, guidelines etc. notified by Government of India in the proforma provided in 'Section-7(B.2) of this Bid Document. Other acceptable forms of performance security are Fixed Deposit Receipt and Account Payee Demand Draft.

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.

**5. INSPECTION AND TESTS:** Acceptance testing will be the responsibility of the contractor and SoR rate of the installation include the charges. The work should be duly accepted testing by BSNL through joint inspection authorized by PGM/GM (CM) (Uttar Pradesh Telecom Circle).

**6. DELIVERY AND DOCUMENTS:** Not Applicable

**7. TRAINING:**Not applicable

**8. INCIDENTAL SERVICES:** Not Applicable

**9. SPARES:** Not Applicable

**10. WARRANTY:**

10.1 The contractor shall warranty that Exchange/BTS earthing for 12 months from the date of successful work completion issued by the AGM in charge of Exchange/BTS of concern BA. It shall be ensured that the work shall be free from all defect and faults and shall be of the highest grade consistent with the established and generally accepted standards of this type and shall perform in full conformity with the specifications and drawing. The contractor shall be responsible for any defects that may develop during proper use arising from faulty materials, design or workmanship inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and / or otherwise and shall remedy such defects at his own cost when called upon to do so by the AGM in charge of planning of concern BA who shall state in writing in what respect the store/job is faulty.

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

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

## 11. PAYMENT TERMS

Bidder will raise single invoice for all sites/location for a package against the first PO to be issued as per clause 5.1 of Section 2. For subsequent purchase order (PO), bidder shall raise invoices for minimum 15 numbers of sites or ordered quantity. Last invoice against the PO may be raised for the remaining sites.

11.1 95% payment shall be released after successful completion of the ordered work. For claiming this payment the following documents are to be submitted to the paying authority (in duplicate).

- a) Invoice clearly indicating breakup details of composite price i.e. Basic, GST, Excise duty, any other duties/taxes, freight/packing charges, etc.
- b) Relevant PO number and SESs (Service entry sheets) number is to be mandatorily mentioned on the invoice.

Note: Against successful completion of work for each or group of sites/ locations SES number(s) may be obtained by the bidder centrally at the BA headquarter from nodal officer nominated by BA head for the tendered work. Geo tag photo of each site for confirmation of value of soil resistivity, earth value after installation of earth pit separately as well all pit interconnected if more than one earth pit installed, copper coating on electrode and backfill material for chemical earthing and AT certificate in case of both chemical & GI plate earthing system submitted to the nominated nodal officer. For other tendered items AT is not required.

- c) Copy of EPF&ESI payment challan as applicable.
- d) Warranty Certificate for the sites/location invoiced.

11.2 The balance 05% payment shall be released consequent upon successful completion of warranty period of one year from the date of work completion based upon certificate of no pending complaint raised during the warranty period issued by BA.

11.3 100% Payment (in place of Payment 95%) may be made on delivery, provided that an additional bank Guarantee for an amount equal to balance Payment 05% of the value of supplies [specified in clause above, valid for a minimum period of one and half year is furnished by the supplier along with an undertaking that the equipment/stores/services supplied shall be free from damages/shortages.

11.4 In case purchaser intimates' shortages/ damages in received stores/services to the supplier in writing, the bank guarantee shall be extended without fail by the supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Circle Head Quarter and shall be released consequent upon successful completion of warranty period of one year from the date of work completion based upon certificate of no pending complaint raised during the warranty period issued by BA.

11.5 The necessary penalty amount will be deducted from the bill by the paying authority in case such penalty is required to be imposed.

11.6 No interest shall be paid for any delayed payment.

11.7 No. advance payment will be made.

Note :-

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- 4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.
- 5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

## **12. PRICES**

- 12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.
- 12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
  - a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
  - b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
  - c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 12.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

## **13. CHANGES IN PURCHASE ORDERS**

- 13.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:( whichever is applicable)
  - (a) Drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
  - (b) the method of transportation or packing;
  - (c) the place of delivery; or
  - (d) the services to be provided by the supplier.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

## **14. SUBCONTRACTS: NA(Not Applicable)**

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

- 15.1 Delivery of the services shall be made by the service provider in accordance with the time schedule specified by the purchaser in this bid. Extension will not be given except in exceptional circumstances. The purchaser should reserve the right to accept such exceptional circumstances viz. flood, natural calamity etc. In case the service is not completed in the stipulated time period or denial of services, as indicated in this contract, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover penalty charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the service provider and purchaser reserves the right to purchase balance services at the risk and cost of the defaulting vendors.

### **15.1(a) Application for Extension of Time and Sanction of Extension of Time (EOT) :**

There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing to the engineer-in-charge for extension of time (EOT), on account of which, he desires such extension, on the same day of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority through BA Head with his detailed report, within two days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.

1. The application contains the ground(s), which hindered the contractor in execution of work.
2. The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.

3. The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time without LD charges, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.
4. The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with Liquidated damages (LD) for delays in execution of works.
5. **If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.**

- 15.2 Delay or Denial by the service provider in the performance of its service obligations shall render the Service provider liable to any or all of the following sanctions:
- a) Forfeiture of its performance security,
  - b) Imposition of liquidated damages, and/ or
  - c) Short closure of the contract in part or full and/ or termination of the contract for default

## **16 Penalties**

- 16.1 The time allowed for completion of the work as per work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as LD for delay in execution of the work @ 0.5 % for each week of delay or part thereof, for a period up to ten weeks and thereafter @ 0.7 % for each week of delay or part thereof for another ten weeks subject to a maximum of 12 % of the cost of the work allotted as per the work order.
- 16.2 On any date, if the LD payable as above, reaches 12 (twelve) percent of the cost of the work order, the competent authority reserves the right to short close the work order and get the remaining work done at the risk and cost of the contractor.
- 16.3 The days on which work is not done due to reasons beyond the control of contractor, such as natural calamities, law & order situation etc., will not be accounted for in imposing the LD.
- 16.4 LD for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.
- 16.5 In case of slow progress of the work in a section which has been awarded to a particular contractor, if the public interest does not permit extension of time limit for completion of the work, then Tender Issuing Authority will have the full right to order that the scope of the contract may be restricted to such fraction of the work and get the balance work executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.
- 16.6 The Tender Issuing Authority reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to start the work within 7 days after issue of the work order or as the time permitted by the competent authority.

## **17. FORCE MAJEURE**

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

this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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

## **18. TERMINATION FOR DEFAULT**

- 18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
- a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15;
  - b) if the supplier fails to perform any other obligation(s) under the Contract; and
  - c) if the supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 18.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 18.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

## **19. TERMINATION FOR INSOLVENCY**

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

## **20. ARBITRATION**

- 20.1 ARBITRATION (Applicable in case of supply orders/Contracts with company's, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 lakhs)

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

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

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)

Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.
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- (c) Neither party shall appoint its serving employee as arbitrator.
- (d) 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.
- (e) Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (f) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.  
[29B] Fast track procedure:
- (i) 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).
- (ii) 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.
- (iii) 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 filed 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.
- (iv) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (v) 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.
- (vi) 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.]
- (g) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

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

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.

- (i) The Arbitration proceeding shall be held at Lucknow.
- (j) 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

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

GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

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

**23. DETAILS OF THE PRODUCT Not Applicable**

**24. FALL CLAUSE Not Applicable**

**25. COURT JURISDICTION**

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

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

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

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

**26. General Guidelines:-**

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

**27. GST Invoice**

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

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

27.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.

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

- 27.5 Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 27.6 BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 27.7 It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 27.8 E-waybill number should be mentioned on the invoices.
- 27.9 Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
- a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.
  - b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis- match. The compliances to be adhered by supplier includes (but is not limited to) the following:
    - i. Uploading appropriate invoice details on the GSTN within the stipulated time;
    - ii. Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
    - iii. Supplier need to pay the entire self-assessed tax on timely basis.
    - iv. Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
    - v. Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier
    - vi. A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.
- 27.10 Refer Annexures below( placed as Annexure- A1 ) for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice
- 27.11. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.
- 27.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.
- 28. TAX INDEMNITY CLAUSE:**  
BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the service provider and In case the service provider gets black-listed during the tenure of BSNL contract, then the no loss of Input Tax credit is borne by BSNL due to default of service provider.
- 29. Compliance of Labour Laws etc.**  
The Bidder shall comply with all statutory / legal liabilities towards all the personnel either employed by itself or in the rolls of its sub-vendors, who have been deployed for execution of various works against this project that may arise due to various labour and other laws as specified by central/state from time to time. Further the engagement and employment of any personnel and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the bidder and any breach of such laws or regulation shall be deemed to be breach of this Agreement.



**30. Confidentiality of information:**

Subject to conditions contained in this Agreement, the Bidder shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL and its subscribers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavours to secure that:

- (a) No person acting on behalf of the Bidder or the Bidder himself divulges or uses any such information except as may be necessary in the course of marketing of BSNL Services as mentioned in Annexure and
- (b) No person seeks such information other than is necessary for the purpose of marketing of BSNL Services as mentioned in Annexure. Provided, the above Para shall not apply where BSNL has consented in writing to such information being divulged or used and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.
- (c) The Bidder shall take necessary steps to ensure that the Bidder himself / herself and any person(s) acting on its behalf observe confidentiality of customer information.
- (d) The Bidder shall, prior to commencement of this agreement, confirm in writing to BSNL that The Bidder has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.
- (e) This clause shall survive the termination or expiry of this Agreement.

## SECTION-6

### **UNDERTAKING & DECLARATION**

#### **6(A) - For understanding the terms & condition of Tender & Spec. of work**

**a) Certified that:**

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

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

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. No addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily

Date:

Signature of Tenderer

Place: .....

Name of Tenderer .....

Along with date & Seal

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

(Format of the Certificate to be given as per the clause 34.2.1 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

\* I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in any BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship.

OR

\* Following are the details of near relatives working with the BSNL.

S.No	Name of the Relative	Designation	Name of the Unit (Office & section of BSNL) where working

\* Strike off whichever is not applicable.

In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

*Signature of the Proprietor/ Partners/ Directors of the tenderer entity*

*With date and seal*

## SECTION- 7

### PROFORMAS

#### 7(A.1) For the BID SECURITY/ EMD Guarantee

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

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

Whereas M/s ..... R/o .....

..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (hereafter known as the "B. G. Amount") valid up to .... / ..... / 20.... (Hereafter known as the "Validity date") in favour of \_\_\_\_\_, BSNL, (Hereafter referred to as BSNL-----) for participation in the tender of work of

..... vide tender no. ....

Now at the request of the Bidder, We ..... Bank.....

.....Branch having .....

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

.....

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL----- stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL----- reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL----- in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL----- any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL----- under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL----- Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL----- that the BSNL-----shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or

from time to time any of the powers exercisable by the BSNL----- against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL----- or any indulgence by the BSNL----- to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNLUPE 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 “-----.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....(Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers.....

## **7(A.2) BID SECURITY IN FORM OF INSURANCE SURETY BOND**

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

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

#### **Insurance Surety Bond for Bid Security**

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

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

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said Principal of any of terms or conditions contained in the said tender Agreement or by reason of the Principal's failure to honour its bid submitted to perform the said works. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Principal in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Principal shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said tender Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said tender Agreement have been fully and properly carried out by the said Principal and accordingly discharge this Surety. Unless a demand or claim under this Surety is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this Surety thereafter.
5. We the Surety further agree with the BSNL that the BSNL shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender Agreement or to extend time of performance by the said Principal from time to time or to postpone for any time or from time to time, any of the powers exercisable by the BSNL against the said Principal and to forbear or enforce any of the terms and conditions relating to the said tender agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Principal or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Principal or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained:
- (a) The liability of the Surety under this Surety bond is restricted to the “Surety Amount” and it will remain in force up to its Validity date specified above.
  - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this Surety Bond, the same shall be paid through Banker’s Cheque in favour of “AO(Claim) O/o CGMT, UP(E) Telecom Circle Lucknow” payable at Lucknow or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place: .....

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

Rubber stamp of the Insurance Company

Authorized Power of Attorney Number: .....

Name of the officer: .....

Designation: .....

Official Email ID:.....

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

Telephone Numbers .....

Fax numbers .....

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

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

## 7(B.1) For the Performance Guarantee

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

Dated:.....

**Sub: Performance guarantee.**

Whereas -----BA R/o .....

.....(hereafter referred to as BSNL---) has issued an APO no.  
..... Dated ...../...../20..... awarding the work of ..... to  
M/s .....

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

Now at the request of the Bidder, We ..... Bank .....

.....Branch having .....

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

.....

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

2. We, “the Bank” do hereby undertake and assure to the BSNL----- that if in the opinion of the BSNL-----, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL----- the said sum limited to P.G. Amount or such lesser amount as BSNL----- may demand without requiring BSNL----- to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL----- shall be conclusive as regards the liability of Bidder to pay to BSNL----- or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL----- regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL---- shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL----- against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL----- or any indulgence by BSNL---- to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;



- (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL----- under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL----- demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Claim) ----- ” payable at -----.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

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

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**7(B.2) for Performance Guarantee Surety Bond**  
(To be submitted on non-judicial stamp paper of appropriate value)

To ,

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

Dear Sir / Madam,

Whereas ..... (hereafter referred to as **BSNL**) has issued an APO/AWO no. ....  
..... Dated ..... awarding the work of .....  
..... (the "Agreement") to M/s ....., R/o ..... (hereafter referred to as "**Principal**") and BSNL has asked Principal to submit a performance guarantee in favour of .....  
.....( e.g. **CGMT, UP(E) Telecom Circle Hazratganj, Lucknow**) of INR .....  
(hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy (hereafter referred to as "Validity Date")

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

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the Agreement or commits any breach of its obligations there-under, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Surety to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Principal and BSNL regarding the claim.
4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the Agreement or to extend the time for the performance contained in the Agreement from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Claim) O/o CGMT UP(E) Telecom Circle Lucknow" payable at Lucknow or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

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

Place: .....

Date: ..... (Signature of the Surety)  
Rubber stamp of the Surety

Authorized Power of Attorney Number: .....  
Name of the Surety officer: .....  
Designation: .....  
Complete Postal address of Surety: .....  
.....  
.....  
.....  
.....  
.....  
Telephone Numbers .....  
Fax numbers .....  
Email ID ( only official Email ID).....

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

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

**Subject:** Authorization for attending Bid opening

I/ We Mr. /Ms. .... have submitted our bid for the tender no. ....  
in respect of .....

..... (Item of work) which is due to open on ..... (date) in the  
Meeting Room, O/o .....

.....

We hereby authorize Mr. / Ms. ....&Mr. / Ms..... (alternative) whose signatures  
are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

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

Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

**Note 1:** Only one representative will be permitted to attend the Bid opening

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**7(D) SUMMARY OF EXPERIENCE CERTIFICATE IN EXCEL FORMAT**

S. No.	Type of Work as specified under clause 4.10 of Section-1 Part A)	BSNL, MTNL, DOT, or State/Central Government departments/P SUs/Private Telecom Operators/Tel ecom Infra ProviderName, Place and Address	PO No and Date	Details of Success full completion certificate by end user /client	Amount of Work (in Rs)	Year (Period) of completion of work	Reference Page No in Bid documents (from -to)
1							
2							
3							

**Signature of the Bidder**  
With date and seal

**7(F)**  
**CLAUSE-BY-CLAUSE COMPLIANCE**  
**&**  
**NO DEVIATION STATEMENT**

Sl.	Clauses	Clause by Clause compliance	No Deviation Statement
(A)	B	C	D
1	All clauses of “General Commercial Conditions” of Section-5 Part-A		
2	All clauses of Scope of Work, requirement of quantity, SOR (Section-3 Part A, B & C)		
3	All clauses of “General Instruction to Bidders” of Section-4 Part-A		
4	All clauses of “Special Instruction to Bidders” of Section-4 Part-B		
5	All clauses of “E-tendering Instruction to Bidders” of Section-4 Part-C		

- The bidder should mention **‘FULLYCOMPLIED’** in the column ‘C’
- and “**No Deviation**” in Column “D”,
- If column “C” left blank and the bidder signs this page of the document will be treated as full compliance &
- If column “D” left blank and the bidder signs this page of the document will be treated as No Deviation.

Place:.....

Signature of Bidder

Along with date & Seal

**7(G) Certificate to be submitted by Bidders in pursuant to Rule 144(xi) GFR 2017.**

**(On Company's Letter Head)**

-

**Reference 1: BSNL Tender Enquiry No. ....**

**Reference 2: Department of Expenditure Office Memorandums (OMs) No. F.7/10/2021-PPD(1) dated 23.02.2023 and its subsequent Clarification/Amendment if any.**

I, in capacity of authorized signatory of M/s..... having Regd. office at ..... being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause under Rule 144(xi) of the General Financial Rules (GFRs) 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I, hereby, further certify that this bidder is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfill all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by BSNL.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

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

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

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

(Signature with Office Seal)

Date:

Location:

Witnesses:

(1) Signature-

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

(2) Signature-

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



## **7(I)- Integrity Pact FormatINTEGRITY PACT**

**(To be submitted on Plain Paper)**

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as “The Principal”

and

.....hereinafter referred to as “The Bidder/Contractor”

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_

\_\_\_\_\_. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor(IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for third person, any material or immaterial benefit which he/she is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically and commit any offence under Indian Penal Code(IPC)/Prevention of Corruption (PC) Act.
  - (d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of India Nationality shall furnish the name and address of the foreign principals, if any.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - (f) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to Independent External Monitor(IEMs) and shall wait for decision in the matter.
  - (g) To disclose and transgression with any other company that may impinge on the anti-corruption principle.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure in BSNL Procurement Manual, which is in force on the date of publication of tender.

### **Section 4 – Compensation for Damages**

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to liquidated damages(LD) of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.

### **Section 5 – Previous transgression**

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

### **Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors**

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

## **Section 8 – External Independent Monitor/Monitors**

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the CMD of the BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractor(s)/Subcontractor(s) with confidentiality. The monitor has also signed declarations on “Non-Disclosures of Confidential Information” and of “Absence of conflict of Interest”. In case of any conflict of interest arising at a later date, the Independent External Monitor (IEM) shall inform CMD BSNL and rescue himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the ‘Principal’ and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word ‘Monitor’ would include both singular and plural.

## **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

#### Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

-----  
For the PrincipalFor the Bidder/Contractor  
Place.....

-----  
Witness 1 : .....

Date .....

Witness 2 : .....

7(J)

**NO DEBAR/ BLACKLISTED DECLARATION**

I /We..... hereby declare that my/our firm has/have not been Blacklisted / debarred for taking part in tenderbyState Government/UT/Govt. Of India/ any PSU. I/We also declared that my/our firm is not under process of debarring by State Government/UT/Govt. Of India/ any PSU. I/We am/are aware that any suppression of facts in this regard/breach of this condition/clause would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held.

Signature of Tenderer

Name of Tenderer  
Capacity in which signing

**7(L)- Format for Self Certification regarding Local Content (LC) for Telecom Product/Service or Works**

Date: .....

I, \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_, Resident of \_\_\_\_\_  
\_\_\_\_\_ do hereby solemnly affirm and declare as under:

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

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

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

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

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

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

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

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

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

**7(M)- Format for SITE WISE LOG BOOK FOR Earthing system SITE WISE LOG BOOK FOR Earthing system**

Sl · N o.	Na me of Site	Si te I D	Da te	Na me of pers on	Prese nt earth ing value	Soil Resi stivi ty	Lightni ng arreste r status	Earthing work required (Repair/Che mical with no. of electrod/GI Plate)	GI strip requi re (for earthi ng and lightn ing arrest or (in mtr.)	10 Sq.m m coppe r cable requi red (In mtr.)	Any other observat ions	Signature of represent ative of bidder	Signat ure (Site inchar ge)

**Note :** The Bidder shall maintain the logbook for each site (to be kept with BSNL) where all site earthing records are to be maintained as per the parameters in the table above. The same shall be countersigned by the concerned BSNL site in-charge for reference. Post measurement earth resistance must be taken for any kind of repairing/GI plate/Chemical earthingsystem and The same shall be countersigned by the concerned BSNL site in-charge.

## 7(N)- PROFORMA OF AGREEMENT

(To be typed on non-judicial stamp paper of appropriate value as per prevailing Govt. guidelines)  
The successful tenderer shall have to execute the following agreement;

NIT No: ..... Dated: xx/xx/2023

LOI letter No: ..... Dated: .....

This agreement made on this ..... day of (month) ..... (year) \_ between  
M/s\_

herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & Chairman & Managing Director, BSNL through Chief General Manager, BSNL, UP East herein after referred to as BSNL, of other part.

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

a) PBG No: ..... forRs. .... Issued by (Bank)

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

1. The contractor shall, during the period of this contract that is to say from.....  
.....to .....or completion of work for Rs. (In words)  
whichever is later or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all works as described in tender documents (annexed to the agreement), when the Tender Issuing Authority or any other persons authorized by Tender Issuing Authority in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

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

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

The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.



The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the Contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

The Bidder shall comply with all statutory / legal liabilities towards all the personnel either employed by itself or in the rolls of its sub-vendors, who have been deployed for execution of various works against this project that may arise due to various labour and other laws as specified by central/state from time to time. Further the engagement and employment of any personnel and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the bidder and any breach of such laws or regulation shall be deemed to be breach of this Agreement. Bidder indemnifies BSNL, for any damage/loss due to accident.

This agreement is to abide by all the terms and condition stipulated in the tender enquiry and their corrigendum's and amendment if any.

In witness whereof the parties present herein set their respective hands and seals the day.....and year in.....

Above written:

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

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

1.

Signed & Delivered on behalf of BSNL by the

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

2.

## SECTION- 8

### **Bidder's profile & Questionnaire.**

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

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

2. Present Correspondence Address:.....

.....

.....

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

FAX No. ....

3. Address of place of Works/ Manufacture

.....

.....

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

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

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

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which

he is authorized (in case of partnership/ private Ltd company):

.....  
.....

7. Permanent Account No. : .....

8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

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

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

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

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

.....  
.....

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

GSTN 1.....

GSTN 2.....

GSTN 3..... and so on.

**B) Questionnaire :**

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details:

.....  
.....

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

2.1 If Yes, Give details:

.....

.....

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

Name of the tendered Item	Qty that can be supplied by the firm Within the scheduled delivery period.

4. Suggestion for improvement of the tender document.

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

Place.....

Date .....

Signature of contractor .....

Name of Contractor .....

**SECTION-9 Part-A**

**BID FORM**

**To**

**From,**

.....  
<complete address of the purchaser>  
.....  
.....

.....  
<complete address of the Bidder>  
.....  
.....

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

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

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **150(One Hundred Fifty)** days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5%or 10% (as the case may be as per clause 4 Section-5 Part A) of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

Signature .....

Witness: Name .....

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

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

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

Intentionally Blank

**SECTION-9 Part-B**  
**Financial Bid**  
**Schedule for Quoting the Rates**

**Tender Inviting Authority :** DGM(NWP-CFA), BSNL, Office of the CGMT, U.P.(East) Telecom Circle, 3<sup>rd</sup> Floor, Door Sanchar Sadan, Laplace, Shahnajaf Road, Lucknow-226001.

**Name of Work :** **Tender for the work of providing earthing/ reconditioning earthing system for improvement of Earth resistance value & lightning arrester and its associated work at Various BTS & Exchange Sites in Uttar Pradesh East Telecom circle**

**Tender No. :** MM/UP(E)/CM/Earthing Work/2024-25/IV    **Dtd: 07-09-2024**

**Bidder's Name:** .....  
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

**Note for bidder :**

1. Evaluation of the tender will be on individual package basis estimated quantities as per price offered in the financial bid. Any bidder may bid in one or more packages or even all the packages however tender award will be restricted to three Packages as per clause 4 of Section 4 PartB.
2. Bidder must mandatorily quote GST as admissible.
3. The bidder who submits the offer with concessional GST shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/services.
4. In case, dealer is registered under compounding scheme or any rule/ notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in col 09 to 10 & 12.
5. Bidder must mandatorily mention HSN & SAC numbers.
6. Tenderer should quote the rates keeping in view that quoted rates are inclusive of all charges and levies but exclusive of Goods and Service tax (GST). GST will be paid extra, as applicable

**Declaration by bidder :**

1. "We hereby declares that in quoting the above price, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f 1 July 2017 and further extended on more items till date."
2. "We hereby certify that HSN/ SAC shown in column 7 are correct & credit of GST for the amount shown in column 12above are admissible as per GST Laws."

SL. No	Item Description	Business Area Covered	Estimated Work Quantity	Unit	Total Estimated cost for Package excluding GST Rs. P	HSN / SAC	Basic Package Price excluding GST In Figures To be entered by the Bidder in Rs. P	GST (IGST or CGST + SGST) Rate( as % of Basic)	GST Amount in Rs. P	All Inclusive Package Cost in Rs. P	Amount of ITC to be availed by BSNL in Rs. P	Package Price excluding ITC Amount (net unit cost to BSNL) in Rs. P	Total Package price inclusive of all levies & charges but excluding ITC (net total cost) in Rs. P	TOTAL AMOUNT with Taxes
1	2	3	4	5	6	7	8	9	10=9x8	11=8+10	12=10	13=11-12	14=4x13	15=4x11
Name of Work	Tender for the work of providing earthing/ reconditioning earthing system for improvement of Earth resistance value & lightning arrester and its associated work at Various BTS & Exchange Sites in Uttar Pradesh East Telecom circle													
1.9	Package-III	Prayagraj	1	AU	3331258									

**Seal & Signature of Bidder**