



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF THE CHIEF GENERAL MANAGER

RAIPUR 492007

T.E. NO :	CGMT/CG/EB/RF EoI/412/2020-21 dated 18.12.2020
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E-Tender for providing last mile connectivity for provisioning of Leased Circuits through free band RF Modems OPEX model (10Mbps) in all SSAs across C.G. Circle

1	Date of Start for tender downloading:	23/12/2020
2	Pre Bid Meeting	At 11:30 Hrs on Dated 30/12/2020
3	Last Date and time for downloading:	UP TO 11:30 Hrs of 07/01/2021
4	Last Date & Time for Submission:	Up to 11:30 Hrs on Dated 07/01/2021
5	Date of Opening :	At 12:00 Hrs on Dated 08/01/2021

Read this tender document thoroughly.

कृपया टेंडर डॉक्यूमेंट को ध्यान से पढ़ें

**VALIDITY OF THE OFFER – 150 days from date of opening
of tender.**

Note : Kindly see all clarification / Corrigendum on website & Read carefully before submission of bid & ensure that all documents submitted are fully authenticated by the authorized signatory.

AGM (EB), O/o CGMT CG Telecom Circle,
Room No. A-10, BSNL Bhawan, Khamardih, Raipur, CG
PH. 0771-2536811 Email ID:- agmebcg@gmail.com

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE CHIEF GENERAL MANAGER
RAIPUR 492007

From:

Assistant General Manager (EB)
O/o The CGMT C.G Telecom Circle,
BSNL, Raipur.

L.No:

Sub: - Tender document for providing last mile connectivity for provisioning of Leased Circuits through free band RF Modems OPEX model (10Mbps) in all SSAs across C.G. Circle.

Tender No:	CGMT/CG/EB/RF EoI/412/2020-21 dated 18.12.2020
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Please find enclosed the tender document in respect of above-mentioned tender, which contains the following.

Section No.	Item
1.	Detailed NIT
2.	Tender Information
3	Scope of work and jurisdiction of contract.
4 Part A	General Instructions to Bidders (GIB)
4 Part B	Special Instructions to Bidders (SIB)
4 Part C	E-tendering Instructions to Bidders
5 Part A	General (Commercial) Conditions of Contract (GCC)
5 Part B	Special (Commercial) Conditions of Contract (SCC)
6	Undertaking & declaration
7	Proforma(s)
8	Bidder's profile
9 Part A	Bid Form
9 Part B	Financial Bid Documents

If interested, kindly submit your bid offers online on or before date & time specified in Clause 8 of detailed NIT.

Assistant General Manager (EB)
O/o The CGMT CG Telecom,
Circle Office Raipur.

SECTION 1
DETAILED NOTICE INVITING E-TENDER (DNIT)
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

TE NO :	CGMT/CG/EB/RF EoI/412/2020-21 dated 18.12.2020
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1. Digitally signed e-bids are invited on behalf of CGM BSNL C.G Circle Raipur for providing last mile connectivity for provisioning of Leased Circuits through free band R.F Modems OPEX model (10Mbps) in all SSAs across C.G. Circle as defined in Scope of work as per detail below:

Details of Work (A)	Estimated Unit rate of Radio Modems per year (B)	Expected No of Radio Modems required for 5 Years. (C)	Total estimated cost for 5 Years. (D) =B*C*5	Cost of tender (Rs.) (E)	Bid Security @ 2.5% of Estimated Cost
Provisioning of Leased Circuits through OPEX model for free band RF Modem with aggregated throughput up to 10 Mbps for Non-MNS partners for provisioning cases with less than 25 numbers.	12000	100	60,00,000/-	2360/-	1,50,000/-

RF = Radio Frequency, LOS= Line of Sight.

NOTE :

1. The evaluation of the tender will be done on the total price quoted in the Price Schedule Section-9 Part-B
2. Initially the work shall be awarded to L1 bidder, subject to fulfillment of maximum quantity permissible to each vendor; however, the work will be awarded to the contractor in phased manner on the availability of the fund and availability of team in the field, as well as availability of pending circuits as per policies of BSNL. BSNL shall offer L1 rates to L2,L3,L4 bidders for OPEX model to ensure availability of standby vendor for RF solution. However, preference shall be given to L1 bidder subject to fulfillment of maximum quantity to each bidder.
3. The bidder has to install the RF links in SSAs of C.G. Circle **at the rates approved, as per the Pos placed by BA Heads or in** case of any exigency.
4. The latitude and longitude of BSNL Exchange or BTS shall be provided by Officer in-charge of SSA and the latitude and longitude of customer side also shall be arranged by Officer in-charge of SSA of BSNL C.G Circle. The contractor has to install the RF modem at customer premises and BSNL Exchange or BTS. To get the LOS contractor has to install tower/pole at customer premises at their own cost.
5. **Approximate quantity of RF links stated above is estimated and BSNL reserves the right to vary the quantity to the extent of -50% to +50% of above specified quantity without any change in unit price or other terms & conditions.**

2.0 Purchase of Tender Document:

Tender document can be obtained by downloading it from the website

- I. <http://www.chhattisgarh.bsnl.co.in/> following the Link for “E-tenders” or
- II. <https://etenders.gov.in/>
- III. Official copy of tender document for participating in E-tender shall be available for downloading from <https://etenders.gov.in/>

The bidders downloading the tender document are required to submit the tender fee amount through DD/ Banker's cheque along with their tender bid as per bid submission procedure, failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO(A&B),BSNL, O/o CGMT BSNL Raipur" and payable at Raipur.

- 2.2 The tender documents shall be issued free of cost to MSME bidders on production of requisite proof in respect of valid certification from MSME/NSIC for **the" tendered item"**.
- 2.3 **The Price of bid document is along with GST and shall not be refundable.**
- 3.1 Once the bidder has submitted his bid on E-Tender portal by his authenticate Digital Signature Certificate(DSC), it will be presumed that bidder has read ,understood & accepted all the terms and condition along with amendment /corrigendum's issued for this tender and no correspondence at later stage will be entertained in this matter, and it will be consider as signing of tender document along with its all clarifications, corrigendum, amendments .
- 3.2 The tender is invited through e-tendering process, hence physical copy of the tender document would not be available for sale.
- 3.3 The bidding process will be accepted only through E-Tendering platform, therefore **it is mandatory to upload both Technical and financial bid on E Tendering portal.**
- 3.4 Once the bidder has submitted his bid through E-Tender, it will be presumed that bidder has understood & accepted all the terms and condition along with amendment /corrigendum's issued for this tender and no correspondence at later stage will be entertained in this matter.

4. Eligibility Conditions:

The bidders shall fulfill the following conditions for eligibility:-

- 4.1 Bidders having following qualifications /meeting criteria can participate in the tender. They have to upload copies of the following documents with the tender form:
 - i. Registration of firm : The firm/Company should be registered with the appropriate authorities as below :
 - a) In case of proprietary firm copy of establishment with appropriate authority (Nagar Nigam/Nagger Panchayat/Shop & Establishment Act office ect.)
 - b) In Case of Partnership firm authenticated copy of the partnership deed & registration of firm with registrar
 - c) In Case of Companies authenticated copy of applicable AOA & MOA with certificate of incorporation.
 - d) System Integrators already empanelled with BSNL.
 - ii. The bidder must have Valid PAN Card and GSTIN issued by Income Tax Department, Govt. of India.

4.2 Technical Qualification :

Experience in terms of quantity or monetary value for the similar work from any licensed telecom provider such as BSNL/MTNL/Private Telecom Service provider(Ex-Reliance, Airtel etc)/Infra provider/CPSU(Ex-PGCIL, Railtel, TCIL etc)/State Govt. Organizations/State PSU as per any of the following conditions:

R.F Modem Installation and maintenance works, at least 25% of the value of the Estimated cost of the tender or 25% of the quantity of RF modem as mentioned in tender in any 1 financial year of last five (5) years (01.04 .2015 to 31.03.2020 including current F/Y-2020-21)

Note1:

- I. Copy of the Experience certificate has to be submitted (which is subject to verification by BSNL at any stage of tendering & contract execution).
- II. The Experience certificate should be issued by not below the rank of STS level / Gazetted officer / Chief technical officer of PSU/ government / other licensed telecom service provider.

Note: 2-(**Additional T&C for eligibility**) Experience Certificate should clearly describe Work Order Number, Value of award of work and also satisfactory completed of works.

- i. Purchaser reserves the right to award the works to only those bidders who have necessary **capacity & experience** matching with total work likely to be awarded as L1.
- ii. Please note that experience certificate must be uploaded online along with bids and must be of date before opening of tender.
- iii. After opening of tender no subsequent certificates of experience will be entertained .
- iv. Bidder has to submit the summary of experience certificate as the proforma give in Sec-7(e)

Copy of work order/Invoices will not be considered as experience certificate.

4.3 Financial Qualification.

4.3.1 Bidder should have a minimum **annual turnover of 40%** of the estimated cost of tender in any single year during preceding three(03) F/Y years **(2017-18, 2018-19, 2019-20)** and shall enclose the annual turnover certificate and Profit & Loss statement duly certified by the CA/company auditors. In support of this, bidders shall submit self-certified copies of the bidder's Balance Sheet with Profit & Loss statement for the **"last 3 completed financial years duly audited"**.

4.3.2 The Business Entity must have Valid Solvency Certificate of nationalized/ scheduled bank for **40% value of the estimated cost of the tender** to be submitted. The solvency certificate should not be older than six months from the date of issue of NIT.

4.4 Certified Copy of **"Power of Attorney"**, in case a person other than the competent partner / director of the bidder company has signed the tender document. The "Power of Attorney" shall not be older than the date of issue of NIT. If bidder is not submitting the power of attorney he has to submit proper justification regarding non submission of same.

5. Bid Security/EMD:

5.1 The bidder shall furnish the bid EMD of amount INR 1,50,000/- by Demand Draft/ Banker's cheque drawn in favour of "AO(A&B), BSNL, O/o The CGMT Raipur" and payable at Raipur or Bank Guarantee from a Nationalized /scheduled bank drawn in favour of "AO(A&B),BSNL, O/o The CGMT Raipur" which should be **valid for 210 days** from the tender opening date.

5.2 The MSE units shall be exempted from submission of Bid Security deposit on Production of requisite proof in respect of valid certification from MSME for the tendered item.

Note: MSE Bidders must provide UAM number as on CPPP.

(The bidders who fail to submit UAM number shall not be able to avail the benefits (exemption from tender fee and EMD) available to MSEs as contained in Public procurement policy for MSEs order, 2012 issued by MSME. The undertaking regarding submission of UAM number on CPPP portal is to be uploaded online.)

Note : The bid, which is not accompanied by the requisite bid security, shall be liable to be rejected.

6. The Bidder should submit the following documents and declaration along with bid :

A- List of documents :

1	Registration of firm/company ,/certificate of incorporation
2	Article of Memorandum/Partnership Deed/ Proprietorship proof. :
2	GST Certificate :
3	PAN Card:
4	MSE Certificate (If Applicable)
5	Power of attorney (If Applicable)
6	Experience Certificate
7	Turn Over Certificate
8	Solvency Certificate

B-- List of Declaration

section Detail		Particulars
Section	6-A	For understanding the terms & condition of Tender & Spec. of work
Section	6-B	
	I	Regarding no relationship with any working BSNL employee
	II	Regarding firm not debar/blacklisted in any unit of BSNL”
	III	RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BID
	IV	“Regarding No Addition /Correction made in Tender document
Section	6-C	VENDOR MASTER FORM
Section	6-D	PAYMENT INSULATION UNDERTAKING
Section	6-E	EMD RETENTION OPTION
Section	7-A	Proforma for PBG
Section	7-B	For Letter of Authorization for attending Bid Opening Event.
Section	7-C	CLAUSE BY CLAUSE COMPLIANCE
Section	7-D	NO DEVIATION STATEMENT
Section	7-E	For the BID SECURITY/ EMD Guarantee
Section	8	Bidder’s profile & Questionnaire.
Section	9	BID FORM
		Signed Copy of Tender Document

Note : Kindly refer clause 4 of Section 1 (DNIT) for detail.

6.1 Offline Submissions:

The bidder is requested to submit the following documents offline to AGM (EB) BSNL Chhattisgarh Telecom Circle, Raipur on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

1. EMD – Bid security (in original)
2. DD/ Banker’s cheque of Tender fee(in original).
3. Power of Attorney and authorization for executing the power of Attorney if applicable.
4. Latest and valid MSE / NSIC Certificate duly certified by MSME /NSIC if applicable

6.2 **Period of contract:** The period of this contract will be **05 (Five) year** from the date of agreement. However, the BSNL reserves the right to extend the contract further, one year on the same rates, terms & conditions, on the basis of performance of vendor and requirement of field units , which shall be binding on the contractor.

7 **Clarification for the tender document / Pre-bid meeting:**

7.1 Bidders may seek clarifications in writing to AGM (EB), O/o CGMT CG Telecom Circle, Room No. A11, BSNL Bhawan, Khamardih, Raipur, CG, (the official nominated for this purpose) within 10 days of publication of tender document in regards to the tender documents, works mention and methodology for submitting the tender document.

7.2 Pre bid meeting scheduled

Date	30/12/2020
Time	From 11:30 Hrs
Venue	Conference Hall, First Floor, BSNL Bhawan, CG Circle, Khamardih, Raipur – 492007

7.3 Minutes of the meeting including the text of the questions raised (without identifying the source of enquiry) and the responses by this office will be available on E-tendering platform. Any modifications of the Tender Document which may become necessary as a result of the Pre-bid Meeting shall be made exclusively through the issue of an Addendum / Corrigendum and not through the Minutes of the Pre-Bid Meeting. The Minutes of the Meeting as described above and the Addendum / Corrigendum, if any, will be uploaded on E-tendering platform only and it shall become part of the contract documents. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a tenderer.

8: Date of sale of tender document, Last date of submission of bid, Date of opening of Bids:

Availability of tender Document Online on e-tendering portal	Last date & Time for bid submission	Date & Time of opening of Bid	Venue
FROM 23-12-2020	Up to 11:30 Hrs on Dated 07-01-2021	At 12:00 Hrs On Dated 08-01-2021	Room No. A-10, Ground Floor , BSNL BHAWAN , KHAMARDIH, RAIPUR

Note : If the date of opening of the bids happens to be holiday, the tenders will be opened on the next working day at the same time and the same venue. Tender will not be accepted /received on the e-tendering portal after due date and time.

09 The tender is invited through **e-tendering process** through the e-tender portal (<https://etenders.gov.in/>). Kindly refer Section-4 of Tender document for further instructions on e-tendering. The bidding process will be accepted only through E-Tendering platform, therefore it is mandatory to upload both Technical and financial bid on E Tendering portal. There is no need to submit any offline document against the bid. All Clarifications, corrigendum, amendment will be published only on E Tendering portal.

10 BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE).

11 In addition authorized representatives of bidders (i.e. vendor organization) can attend the TOE at Conference Hall, First Floor, BSNL Bhawan, CG Circle, Khamardih, Raipur – 492007 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

- 12 All the documents in Qualifying Bid –Part-A and Financial bid-Part B are to be uploaded in the respective electronic envelops/parts on e-tender portal including proof (SCANNED COPY) of deposit of cost towards cost of tender and towards EMD.
- 13 Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
- 14 BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender
- 15 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 the format provided under Section 6. 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.
- 16 All documents submitted in the bid offer should be in English/Hindi. 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.
- 17 All computer generated documents should be duly signed/ self attested by the bidder/ vendor organization.
- 18 Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.
- 19 In case of non submission of any minor document , Tender Evaluation Committee(TEC) may asked to vendor for submit the document during the evaluation of tender.
- 20 If a vendor registered with body specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work /contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.
- 21 The CGMT, C.G. Telecom Circle, reserves the right to reject any or all tenders without assigning any reason what-so ever.

SECTION- 2

Tender Information

1. **Type of tender- : E-Tender:** Single stage bidding, two stage opening using two- Electronic form System.

Note 1:- The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2. **Bid Validity Period / Validity of bid Offer:** 150 days from the tender opening date.
3. The tender invited under two Electronic form System, the first electronic form will be named as techno-commercial & will contain scanned signed documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd electronic form will be named as financial Bid containing financial quote.

- 3.1 **These electronic form shall contain the following documents:-**

(a) Electronic Techno-commercial form shall contain:-

- i) EMD as mentioned in NIT.
- ii) Cost of the tender documents i.e. tender fee.
- iii) Document(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of Section 1 Part-A of the DNIT-**Eligibility Conditions; Bidder must upload copies with the tender : As per Clause 4 of Section 1 Part-A (DNIT).**
- iv) Clause by clause compliance/ No deviation statement as per proforma given 7 (c) & 7(d) of section 7 duly filled & signed.
- v) Bidder's Profile & Questionnaire duly filled & signed.(sec-8) .
- vi) Undertaking & declaration duly filled & signed. (Sec-6).
- vii) Signed tender document, for having read it & accepted it. (The submission of E-bid and uploading of section 9 Part-A as per the checklist will be considered as submission of tender document. Scanning & uploading of tender document is not necessary. However, vice-versa will be treated as non-responsiveness.)
- viii) Tender / Bid form-Section 9 Part A duly filled & signed.

(b) Electronic Financial form shall contain:

- i) Electronic Form- financial bid (Section 9 Part-B)

Note 2: Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.

4. **Payment terms:** - As per clause 12 of Section 5 Part-A
5. **Period of contract:- 05 Years** from the date of agreement, and can be further extended for another one year with mutual consent.
6. **Consignees / Area of work:** - as per section 3 part-B.
7. Being E-Tender it is mandatory to upload both technical and financial bid on e-tendering portal. It is suggested that bidder should prepare and up load the bid on e-tendering portal well in time before closing date and time. Complaints regarding failure to upload online tender documents due to any reason of network or website after opening of tender will not be entertained.

SECTION- 3

SCOPE OF WORK AND JURISDICTION OF CONTRACT

SCOPE OF CONTRACT:

SSA a unit of C.G Telecom BSNL (A Govt. of India Enterprise), responsible for the maintenance of **BSNL** network and systems in SSA. The RF Modems are generally installed in SSAs of BSNL C.G Circle to connect Telecom Installations and to provide leased circuits in technically non feasible areas to various BSNL customers like Banks, PSUs, LIC and other state and central Govt. departments.

Tender is invited from reputed, qualified, experienced and financially strong Firms / Agencies for installation and maintenance work Provisioning of Leased Circuits through OPEX model for free band RF Modem with aggregated throughput up to 10 Mbps for Non-MNS partners and other Works as defined in the Scope of Work in the tender at appropriate places “

1. Scope of Work:

- a) **Supply, Installation, testing and commissioning of equipment on turnkey basis.**
- b) **All cabling and installation work shall be carried out by the selected bidder at exchange site / End Customer location**
- c) **Selected bidder shall get the acceptance testing of Radio link.**

2. Roles & Responsibility of RF bidder:

- a. The bidder shall be responsible for survey, supply, installation, commissioning and maintenance of Point to Point RF link from BSNL PoP.
- b. Under this model connectivity shall be provided only to BSNL's customer.
- c. Under OPEX model ownership of the RF equipment and associated accessories shall lie with bidder. On completion of contract period bidder shall free to take back RF equipment.
- d. Under OPEX model during the contract period, bidder shall be responsible for comprehensive maintenance of all RF links and shall also be responsible for all replacements of faulty equipment and maintain uptime/SLA of overall RF network as per end customer requirement.
- e. The bidder shall be responsible for managing on site comprehensive warranty of all RF equipment during the complete tenure of the contract and will have to replace the faulty RF modems at their own cost.
- f. The bidder shall deploy dedicated program manager for the engagement with BSNL and will be responsible to have quarterly review with BSNL SPOC for discussing the overall performance of the network and address issues if any.
- g. The bidder shall keep adequate resources across CG Circle for timely roll out of awarded RF project and for maintenance of RF links/network.

- h. The bidder shall maintain sufficient stock of spares to maintain the SLA offered by BSNL to the customer.
- i. The bidder shall submit proper escalation matrix along with the contact details of all the escalation points and will form part of the agreement for BSNL to circulate across their teams.
- j. 24x7x365 support and centralized call logging for link fault booking and management shall be provided by the bidder.
- k. If BSNL desires to participate in any tender/EOI/e-auction in partnership with its RF bidder, the RF bidder shall not refuse to provide best possible quote to BSNL under any circumstances.
- l. BSNL forbids its RF bidder to provide price bids to any of its competitors for any tender/e-bid/e-auction where BSNL is the lead bidder, to avoid any conflict of interest with BSNL.
- m. The equipment shall be insured against any accidental damage, theft, burglary etc. by the bidder at its own cost.
- n. Supplier shall also be responsible for decommissioning, redeployment (relocation and re-commissioning) of radio link as per BSNL's business Requirements in both CAPEX and OPEX Model.

3. ALLIED ACTIVITIES:

- a) **Transportation of Materials:** The materials, if any, required for executing the work entrusted to the contractors against a work order shall be made available at SSA. The contractor shall be responsible for transporting the materials, to be supplied by the department or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.
- b) **Supply of Materials:** There are some materials required to be supplied by the contractor for installation of RF Modems like pole/tower/ CAT-5 cable Etc. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications.

4.0 THE CONTRACTOR'S OFFICE:

- The Contractor's office shall be well equipped with the facilities of E-mail with PC/laptop, mobile/landline within 7 days from the issue of LOI. The contractor's office should be located at SSA headquarter or BA HQ, however for operational convenience it is preferable that the contractor may have multiple offices in route as per the area defined in tender, falling under the jurisdiction of BA .

4.1 Supervisor:

The Contractor shall depute supervisor/Engineer for the plotting the lat. n long. of sites for survey of awarded work, and shall coordinate and manage all the maintenance activities. He shall keep a daily liaison with THE DESIGNATED OFFICER OF BSNL.

4.2 The contractor shall not employ any working or retired official of BSNL/ DOT. A certificate to this effect shall be furnished by the contractor.

SECTION-4

Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS:

- 1.1 "BSNL" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise).
- 1.2 "DOT" means the Department of Telecommunications, Government of India.
- 1.3 "SSA" means Secondary switching area of CG Circle.
- 1.4 SSA: Means geographical area of Secondary Switch Area .
- 1.5 "Bidder" means Firm/ Agency who participates in this tender and submits its bid.
- 1.6 "Section" means last mile RF section between any designated locations.
- 1.7 "CMD" means Chairman and Managing Director
- 1.9 "CGMT" means Chief General Manager Telecom
- 1.10 "GMTD" means General Manager Telecom District
- 1.11 "TDM" means Telecom District Manager
- 1.12 "TDE" means Telecom Divisional Engineer
- 1.13 "AGM" means Asst General Manager
- 1.14 "DE" means Divisional Engineer
- 1.15 "SDE" means Sub-Divisional Engineer
- 1.16 "JTO" means Junior Telecom Officer
- 1.17" AO" means Accounts Officer
- 1.18" BA" means Business Area
- 1.19 "Zonal GM" means Zonal General Manager.
- 1.20 "LOI (Letter of Intent)" means the intention of BSNL to place the Work Order on the Contractor.
- 1.21 "Contract" means the agreement made between BSNL and the successful bidder for Comprehensive RF Installation and maintenance.
- 1.22 "Act" means statutes, laws, rules and regulations by Government authorities or any regulatory agencies;
- 1.23 "Agreement" means this agreement between BSNL and the Contractor relating to the provision of Services by the Contractor including the LOI, Schedules(s), Work Order(s), Annexure(s), tender terms and conditions, vide tender No..... and any other documents explicitly incorporated in Agreement;
- 1.24 "Charges" mean the monthly charges payable by BSNL to the contractor.
- 1.25 "Contract Price" shall mean the unit price of various activities to be undertaken by the Contractor and to be payable by BSNL on completion of the activity / service.
The contract price is exclusive of GST but inclusive of all other taxes.
However, statutory liabilities of ESI, EPF contribution and all other statutory taxes and levies applicable and payable by the Contractor shall not be a part of the

Contract Price and BSNL shall not be responsible in any way whatsoever to pay for the same.

- 1.26 “Contractor” means any person or entity that provides service(s) in accordance with the terms and conditions of the Agreement.
- 1.27 “Effective Date” means the date of entering into the Agreement.
- 1.28 “Force Majeure Events” or “Force Majeure” means fire, flood, earth quake, elements of nature or acts of God, epidemic, acts of war, terrorism, riots, civil disorder, rebellions, revolutions, strikes, lockouts, change of law or any other similar cause beyond the reasonable control of such party.
- 1.29 “MTTR” means mean time to repair RF Modem faults and as detailed in SLA terms and conditions.
- 1.30 “Maintenance Engineer” means the Senior Sub-Divisional Engineer / Sub-Divisional Engineer / Junior Telecom Officer / any other authorized personnel of BSNL / Divisional Engineer of BSNL heading the Transmission Division;
- 1.32 “Party” or “Parties” mean the party or parties in the Agreement;
- 1.33 “Rates” mean the agreed rates for various components of the services provided by the Contractor under the agreement;
- 1.35 “Services” means operations, preventive and corrective maintenance, protection of BSNL materials and equipment and any other services provided by the contractor under the agreement in respect of the RF Installations;
- 1.36 “Term” means two years effective from the date of agreement;
- 1.38 “Work Order(s)” means the relevant work order issued by BSNL to the contractor for RF installation as per the terms of the agreement.

2.ELIGIBILITY CONDITIONS:

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

3.COST OF BIDDING

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

4.DOCUMENTS REQUIRED

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

5.CLARIFICATION OF BID DOCUMENTS

- 5.1 As per clause 6 of Section 1 part A DNIT.

- 5.2 The format in which the clarifications are to be sent via E-mail (agmebcg@gmail.com in MS Excel sheet only)

Sl. No.	Section	Clause	Brief Description of the clause	Ref Page No in Bid	Comments of Bidder

6. AMENDMENT OF BID DOCUMENTS

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

5. DOCUMENTS COMPRISING THE BID

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

- 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.
- Bid Security furnished in accordance with clause 12.
- A Clause by Clause compliance as per **proforma 7 (c) of section 7.**
- A Bid form and price schedule completed in accordance with clause 8 & 9.

8. BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Financial Bid furnished in the Bid Documents, as per section- 9.

9. BID PRICES

- 9.1 The bidder shall give the total composite price and the price needs to be individually indicated against all the items as per price schedule given in Section-V. The offer shall be firm in Indian Rupees.
- 9.2 A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.
- 9.3 The unit price quoted by the bidder shall be sufficient to enable BSNL to arrive at prices offered for the route. The price approved by BSNL for award of maintenance contract will be inclusive of all levies and taxes excluding GST

10- Documents establishing bidder's eligibility & qualifications:-

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents:

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

- II. Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship:
- The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.
 - copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.
 - Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm **or** any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm

- I. 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.
- II. 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.

Note : MSE Bidders must provide UAM number as on CPPP. The bidders who fail to submit UAM number shall not able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by MSME.

- I. Additional documents to establish the eligibility and qualification of bidder as specified in Section-I Part-A (DNIT) and Section-4 Part B.
- II. Power of Attorney as per DNIT: Scanned copy of Registered Power of Attorney (duly registered with sub registrar)/Resolution of Board of Directors, authorizing individual(s) including the person with whose DSC the tender is submitted on e-tendering portal (if and as applicable).
- III. Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
- IV. Article or Memorandum of Association or partnership deed or certificate of incorporation as the case may be.
- V. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
- VI. GST Registration
- VII. Signed tender document on each and every page without any alternation or digitally uploaded in PDF format with digital signature of the authorized signatory on the document without any alternation
- VIII.

11. DOCUMENTS ESTABLISHING CONFORMITY TO BID DOCUMENTS:-

- 11.1 In pursuant to Clause 7, the bidder shall furnish, as part of his bid, the documents establishing the conformity of his bid to the Bid document of all services, under the contract.
- 11.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of data and shall furnish a clause-by-clause compliance on BSNL's specifications and commercial conditions.

12. EMD/ BID SECURITY:

- 12.1 The bidder shall furnish a bid security of amount as specified in DNIT (Section 1 Part A).
- 12.2 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.3 The bid security shall be submitted in the form as specified in clause 5 of DNIT (Section-1 Part -A).
- 12.4 A bid not secured in accordance with Para 12.1 shall be rejected by the BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process).
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the BSNL pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance Work Order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMD can be converted in to security deposit as per choice of the L1 bidder, after the finalization of tendered quantity in pursuance to clause no. 24.3 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 successful bidder, if the bidder fails
 - (i) to sign the contract in accordance with clause 28.
 - (ii) to furnish performance security in accordance with clause 27.
 - (iii) to furnish Material Security in accordance with clause 7 of Section 5 Part A.
 - (iv) to follow the lawful instructions of BSNL Authorities or his representatives.
- c) In both the above cases, i.e. 12.7 the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of WO.

13 PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in clause 2 of Sec 2 of Tender document. A bid valid for a shorter period shall be rejected by the BSNL being non-responsive.
- 13.2 In exceptional circumstances, The BSNL reserves the right to request the consent of the bidders 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 extending the bid validity will not be permitted to modify his bid.

14 FORMAT AND SIGNING OF BID

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

Note:- The BSNL may ask the bidder(s) to supply, besides original bid, additional copy of bids as required.

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

14.3 Power of Attorney

- (a) The Certified copy of power of Attorney should be submitted .The original POA must be executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) 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.

15 SEALING AND MARKING OF BIDS

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

15.1.1 The bids may be called under Single Stage Bidding & Two Envelope Electronic System. The details of sealing & marking of bids in each case is given below:

15.1.2 N.A. (Not Applicable)

15.1.3 **In Single stage bidding & two envelopes Electronic system** ,The bidder shall submit his bid in two electronic forms through E-Tender ;The First electronic form will be named as Techno-commercial bid. This electronic form will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions

as per clause 2 & 10 with Bid Security as per Clause 12.

Second electronic form will be named as Financial bid containing Price Schedules as per Section 9 Part B(I&II) .

16 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-I i.e. DNIT.
- 16.2 The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the BSNL 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/downloaded by him for all or some of the systems/ equipment as per requirement of the Bid Documents.

17 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 BSNL pursuant to clause 16.

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid If a bid is withdrawn, the same shall be archived unopened in the e-procurement portal.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19 OPENING OF BIDS BY BSNL:

- 19.1 The BSNL shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 7 of D NIT(Section-1 Part A) on due date & Time.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 B).
- 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.
 - (i) The bids will be opened in two stages i.e. 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.The financial bids of those bidders who are approved to be techno commercially compliant by the competent authority, will be opened by TOC in front of techno-commercially eligible bidders/ authorized representatives by

sending them a suitable notice.

(ii) The following information should be read out at the time of

Techno-commercial bid opening:-

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

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

- a) Name of the Bidder
- b) Name of the item
- c) 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 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 PRELIMINARY EVALUATION

21.1 BSNL will evaluate the Techno commercial bids opened in first stage as per clause 4 of section 1 part Techno commercial A to determine whether they are complete. And as per the requirements of the Tender. The financial bid of Techno commercial responsive bidders will be opened in second stage

21.2 N.A.

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 BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The BSNL's determination of bid's responsiveness shall be 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 BSNL and

shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

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

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

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

- 23 The evaluation and comparison of responsive bids **will be done on total arrived in col. E in the Price Schedule Sec 9 Part-B of this tender document.** If the quoted rate of any of the participating bidders are same **then reverse auction process will be adopted . Also in case bid are too high the reverse auction process will be adopted.**

24 CONTACTING THE BSNL:

24.1 Subject to Clause 20, no bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

24.2 Any effort by a bidder to modify its bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

25 AWARD OF CONTRACT:

25.1 Initially the work shall be awarded to L1 bidder, subject to fulfillment of maximum quantity permissible to each vendor; however, the work will be awarded to the contractor in phased manner on the availability of the fund and availability of team in the field, as well as availability of pending circuits as per policies of BSNL. BSNL shall offer L1 rates to L2,L3,L4 bidders for OPEX model to ensure availability of standby vendor for RF solution. However, preference shall be given to L1 bidder subject to fulfillment of maximum quantity to each bidder.

25.2 The BSNL shall consider issue of work orders for only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

25.3 The ordering price of any bidder shall not exceed the lowest evaluated price.

25.4 In the event of L-2 and so on bidder refusing to accept offer to the price of L-1 bidder, BSNL reserves the right for Award of Work of entire tendered quantity on the L-1 bidder with the lowest evaluated price. It is mandatory for the L-1 bidder to accept such offer at evaluated Price.

25.5 After finalization of tender, award of work to the successful bidders as per distribution, will be issued by concerned SSA Head on the basis of availability of funds and availability of stores under intimation to CGMT CG Telecom.

25.6 Bidder (Contractor) shall not accept any work orders which does not have clear mention of work quantity, route/section details and the time period for execution of work.

26. Work orders will preferably be issued Business area wise.

26 BSNL'S RIGHT TO VARY QUANTUM OF WORK:

- 26.1 BSNL reserves the right to increase or decrease up to 50 % of the quantum of work and services specified in the schedule of requirements as per DNIT without any change in the unit price or other terms and conditions.
- 26.2 **In case of extension of quantity bidder have to submit additional performance security against the extended quantity .**
- 26.3 The Successful Bidder/Contractor can be asked to execute the RF installation work anywhere in C.G. at the approved L1 rates for the work. The area can be in the same or different SSA/BA.

27 BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

28 ISSUE OF LETTER OF ADVANCE WORK ORDER (LOI):

- 28.1 The bidder shall within 14 days of issue of the advance Work Order (LOI), give its acceptance along with **performance security** in favour of "AO(A&B) O/o CGMT BSNL CG Circle Raipur", payable at Raipur. conformity with the with the bid document

29 SIGNING OF CONTRACT (AGREEMENT):

- 28.1 The signing of agreement & issue of Work Order shall constitute the award of contract on the bidder.

29 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids. The following grounds individuals or collectively will become basis of annulment of award.

- (a) Work not as per specification.
- (b) Progress not as per work order.
- (c) Non payment to workers.
- (d) Not responding to communication from BSNL representative through SMS, email, and letter by post, telegrams and voice calls.
- (e) As per provisions in Appendix 1 of Section 4 Part A

The decision of BSNL will be final and binding.

30 QUALITY ASSURANCE REQUIREMENTS: As per Scope of work.

31 REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-

compliance of any one of these shall result in outright rejection of the bid.

- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall **not be accepted** as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f) **Section-4 Part A clause 9.5 on discount which is reproduced below:-** not applicable for this tender.
- 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/archive unopened 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/archive unopened on the date of tender opening will be

returned to the bidders after issue of P.O. against the instant tender.

- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32 BSNL's right to disqualify

As per provisions in Appendix 1 of Section 4 Part A & other clauses of the tender.

33 BSNL'S RIGHT TO BAN BUSINESS DEALINGS

As per provisions in Appendix 1 of Section 4 Part A & other clauses of the tender.

34 NEAR-RELATIONSHIP CERTIFICATE

- 34.1 The bidder should give a certificate that none of the near relative of proprietor/partners/directors of the firms/company as well as the authorized Signatory of the bid, as defined below, is working in the BSNL. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

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

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

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

35 VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued e by the Name of bidder The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or at the time of /after award of contract, then the bid security/Performance Security of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

36 Contractors Supervision & Execution of Work

The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving the work order and before commencement of the work, deploy required manpower with suitable equipments at the location in order to complete the work within stipulated time and keep the Engineer-in-Charge updated about the progress of the work.

In case of failure of work, penalty shall be imposed as per Penalty Clause.

If any dispute arises during the execution of work about interpretation / specifications of any item, the same shall be referred to a committee (as notified by the BSNL) as per the following:-

Zonal level committee : For the tender approved by the Zonal GM

- (a) DGM / TDM , concerned SSA other than the concerned SSA – Chairman
- (b) C A O , concerned SSA – Member
- (c) SDE (Civil), Incharge of concerned SSA -Member

The committee shall decide the case and the decision of the committee shall be final and binding.

S. No	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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 & 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>	<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.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>
4.1	<p>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.</p>	<p>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.</p>
4.2	<p>Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended 23y schedules, if granted against PO/ WO.</p>	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. 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.</p>
5.1	<p>The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.</p>	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & 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.</p>
5.2	<p>Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (on reports of field units and QA circle).</p>	<p>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.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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 21 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.	
7	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. iv) Legal action will be initiated by BSNL against the Vendor if required.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. 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). v) In case of turnkey projects, 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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. 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). v) In case of turnkey projects, 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.
10	If the vendor does not return/ refuses to return BSNL's dues: a) in spite of order of Arbitrator. b) in spite of Court Orders.	i) Take action to appoint Arbitrator to adjudicate the dispute. ii) Termination of contract, if any. iii) 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. iv) Take legal recourse i.e. filing recovery suite in appropriate court. v) Termination of contract, if any. vi) Banning of business for 3 years which implies barring further deal the vendor for procurement of Goods & Services including participati future tenders invited by BSNL from date of issue of banning order or date by which vendor clears the BSNL's dues, whichever is later.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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: (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.	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.
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8: -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: 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-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1) Eligibility Conditions:- As per para 4 of DNIT & clause 10 of Section 4 Part-A.

2) Bid Security

- a) The EMD will be @ 2.5% of the estimated cost of work .
 - b) Demand Draft for Tender Fee drawn in favour of “AO (A&B) O/o CGMT BSNL CG Circle Raipur”, payable at Raipur. Issued by nationalized / Schedule Bank.
 - c) The DD/BANK GUARANTEE for bid security, as prescribed in clauses 12 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The /DD/BANK GUARANTEE submitted shall be of proper value.
- 3) Work Order will be issued by AGM Level officer of Respective BA/SSA Heads for installation of RF Links.**
- 4) The successful bidders shall have to engage specialized engineer for RF survey Planning, installation and maintenance of RF modems installed in SSAs of C.G.**

Section- 4 Part C

E-tendering Instructions to Bidders

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL Chhattisgarh Circle has decided to use the Portal (<https://etenders.gov.in/>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

1. Broad outline of activities on e-tender portal from Bidders prospective

- a) Procure a Digital Signing Certificate (DSC)
- b) Register on Central Public Procurement Portal (CPPP)
- c) Create Users and assign roles on CPPP
- d) View Notice Inviting Tender (NIT) on CPPP
- e) Download Official Copy of Tender Documents from CPPP
- f) Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
- g) Submission of offline documents in sealed envelope to AGM (NWP-CFA) O/o CGMT, Chhattisgarh Circle, Vidhansabha Road, Khamhardih, Raipur on or before due date & time.
- h) Please take care to scan documents that total size of documents, to be uploaded remains minimum . If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- i) Utmost care may be taken to name the file/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

File name	Allowed or not allowed in CPPP	Reason for allowed /Not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QA Certificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words /characters
QACertificate	allowed	Upper & lower cases allowed

- j) It is advised that all the documents to be submitted (See clause 4 of Section 4 Part C) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (BOQ) as per Section-9 Part-B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

2. Digital Certificates

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

3. Registration

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

Note: Please contact NIC Helpdesk (as given below), to get your registration accepted/activated

NIC Helpdesk	
Telephone	0120-4200462,4001002,4001005
E-mail ID	cphp-nic@nic.in [Please mark CC: support-nic@ncode.in]

4. Bid related Information for this EOI (Sealed Bid)

Bidders should refer to User Manual for SO (Supplier Organization) in USER GUIDANCE on <https://etenders.gov.in/>.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

NOTE : In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

5. Offline Submissions:

The bidder is requested to submit the following documents offline to AGM(NWP-CFA) BSNL Chhattisgarh Telecom Circle, Raipur on or before the date & time of submission of bids specified in

covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

- 1) EMD – Bid security (in original)
- 2) DD/ Banker’s cheque of Tender fee(in original).
- 3) Power of Attorney and authorization for executing the power of Attorney if applicable.
- 4) Latest and valid MSE / NSIC Certificate duly certified by MSME /NSIC if applicable.

6. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://etenders.gov.in/>), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPPP Portal. The help information provided through ‘CPPP User-Guidance Center’ is available in three categories –Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP. The following ‘ FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

- i) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
- ii) Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
- iii) Get your organization’s concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
- iv) Submit your bids well in advance of tender submission deadline on CPPP (BSNL should not be responsible any problem arising out of internet connectivity issues).

BSNL Contact-1	
BSNL’s Contact Person	Vijay Mohan Singh
Telephone& Mobile	0771-2536811
E-mail ID	agmebcg@gmail.com
BSNL Contact-2	
BSNL’s Contact Person	Amit Goyal
Telephone & Mobile	0771-2533330
E-mail ID	bsnlebcg@gmail.com

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

Tenders are invited from reputed, qualified, experienced and financially strong Firms / agencies for providing last mile connectivity for provisioning of Leased Circuits through free band RF Modems OPEX model (10Mbps) in all SSAs across C.G. Circle“

2. STANDARDS

2.1 The equipments installed under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in scope of work (A).

2.2 Wherever the Technical specifications mentioned in section-3 (A) in the document not specific about any items of work, the item shall be executed as per the provisions of BSNL E.I (Engineering Instruction).

3. PATENT RIGHTS

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

4. PRICES:

4.1 Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.

4.2 Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period except GST.

5. SUBCONTRACTS:

The Contractor shall not sub-contract or assign any part or the whole of the work under the agreement or any Work Order(s) (wherever applicable).

6. INSPECTION AND TESTS:

6.1 BSNL's representative shall have the right to inspect the premises of the bidders.

6.2 Shall any inspected items/specifications fail to conform to the Specifications, BSNL may reject the bidder.

6.3 If any service rendered by the vendor is found defective or abnormal delay, the same shall be got completed from outside or BSNL source and the cost of any such work made by BSNL shall be deducted from the amount payable to the contractor.

6.4 Nothing in clause 4 shall, in any way, release the Supplier from any Warranty or other obligations under this contract.

7. SECURITY

i) Performance Security:

Successful bidder shall furnish performance security to the BSNL for an amount **equal to 3 %** of the value of approved cost **within 14 days** from the date of issue of letter of intent (LOI) by BSNL. In the form of PBG of the required Value as per the Performa Attached at 7(A) or DD IN favour of “AO(A&B) O/o CGMT BSNL C.G Circle Raipur” **(BANK GUARANTEE should be valid minimum for 6 Year)**.

1. The performance security Bond will be discharged by the BSNL after completion of the Bidder's performance obligations under the contract.

8. Clause Deleted

9. ISSUE OF Work ORDERS AND TIME LIMIT:

- 9.1 Specific Work orders shall be issued to selected bidder(s) by SSAs/BA based on their requirements.
- 9.2 The work orders shall be issued by **Business Area Heads** after examining the technical and planning details of the sites where RF installation work is to be executed.
- 9.3 The Divisional Engineer (AGM) O/o **Business Area Heads** shall mention the time limit to execute the work order after ascertaining technical feasibility of RF installation work.
- 9.4 The BSNL reserves the right to cancel or modify the scope of work/order stipulated to be carried out against the work orders in the event of change of plan necessitated on account of technical reasons or in the opinion of work orders issuing authority about the contractor is not executing the work at the required pace.

10. EXTENSION OF THE TIME LIMIT:

10.1 General

- 10.1.1 In each work orders, the work orders issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work orders.
- 10.1.2 In as much as "the time being deemed to be the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

10.2 Application for Extension of the Time and Sanction of Extension of Time (EOT):

- 10.2.1 There may be some hindrances, other than covered under force major, while execution of work and in such cases the contractor shall apply in writing in the prescribed Form (Part-A) to the engineer-in charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in charge shall forward the request to the competent authority with his detailed report and hindrance register, in the prescribed Form (Part -B) within three 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.

- 10.2.2 The application contains the ground(s), which hindered the contractor in execution of work.
- 10.2.3 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- 10.2.4 The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, 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.
- 10.2.5 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 compensation as per clause dealing with compensation for delays in execution of works. The extension of time with compensation charges shall be issued by the competent authority (Officer competent to grant the extension of time).
- 10.2.6 The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction of the competent Authority of EOT shall be issued under the signature of the Engineer in-charge.
- 10.2.7 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.
- 10.2.8 The competent authority for EOT will be CGMT CG Telecom Circle or any officer authorized by him in writing.

10.3 **Grant of Extension of Time without Applications:**

- 10.3.1 There are, at times, practical difficulties like non-availability of materials, delay in providing permissions/right of way etc. reasons of which are ascribable to the BSNL. In such cases, the Engineer-in-charge with the approval of competent authority to sanction EOT, may issue extension of time suomoto without waiting for contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The BSNL will, however, not be liable to the contractor for any losses or damages, costs, charges or expenses that the contractor may in any way sustain/suffer due to delay in making the above available.
- 10.3.2 The competent authority for EOT will be CGMT CG Telecom Circle or any officer authorized by him in writing.

10.4 **PERIODICITY OF AGREEMENT:**

Five years from the date of agreement this can be further extendable (w.r.t. quantity and expenditure) up to another one year on mutual consent. In Such case the security Deposit /PBG has to be suitably extended / modified.

11. Clause deleted .

12. PAYMENT TERMS:

Procedure for Preparation and settlement of bills:

- 12.1 Payment will be made on Quarterly/Yearly basis on satisfying that the RF installation is done as per the agreement. The detailed payment terms shall be mentioned in the respective work orders. The following documents shall be submitted by the contractor to the DE in-charge for releasing payments by BSNL.

Payment shall be made on Quarterly/Yearly basis after submission of the following;

- a. GST invoice of the Billing Period:**
 - b. RF Link successful Installation & Commissioning Report by at SDE level or above officer of SSA.**
 - c. Service satisfaction report / letter from the customer for the billing period.**
- a) The AGM/DE in charge of **Business Area Head** will scrutinize the invoice and other documents submitted by the contractor and forward the same to AO (Cash) duly certified for arranging payment along with recovery details. Payment will be made after deducting the penalties as applicable.
- b) The bidder has to give the mandate for receiving payment electronically and the charge if any levied by the bank has to be borne by the bidder /contractor. The contractor is required to give the following information for this purpose:
- i) Beneficiary Bank name**
 - ii) Beneficiary branch name**
 - iii) IFSC code of beneficiary Branch**
 - iv) Beneficiary account number.**

12.2 Penalty and Liquidated Damages:

- (i) Delayed Commissioning: The installation and commissioning of RF link including supply of the equipment at site has to be completed as per P.O terms and conditions from the date of receipt of P.O to successful bidder. A penalty at the **rate of Rs 100 per day for a week of the unit cost of RF link subject to a maximum of 15% for the unit cost of that RF link of the site shall be imposed.**

12.3 SHORT CLOSURE OF TENDER:

One Month Notice in case is not met as per Terms & Conditions

OR

Government OR BSNL's policy changes

OR

Any public interest at large is adversely affect

13. PENALTY CLAUSE:

SLA Condition through OPEX model for free band RF modem

The SLA penalty methodology from end customer would be applicable to the contractor. But in absence of SLA, following will be applicable,

S.No.	Monthly availability of the access network	% Deduction of Revenue share	Remarks
1	100% to 99 %	NIL	Down time < 1 Hr. will be disregarded if it is up to 2 times per month, otherwise all such downtime shall be considered in SLA calculation
2	<99% to 98%	4%	
3	<98% to 95%	10%	
4	<95% to 90%	25%	
5	<90% to 80%	50%	
6	<80 %	100%	No payment

Suggested parameters for Point to Point Radios (10Mbps Radio)

1	Radio System should operate in India WPC Band 5.825Ghz — 5.475Ghz in accordance with GSR 38 (E) dated 19th Jan 2007 for outdoor deployment
2	Radio System should be able to operate in a LOS and nLOS environment to ensure complete flexibility in choosing Deployment locations.
3	Radio System should support OFDM, MIMO2x2 with BPSK, QPSK, 16QAM, 64QAM
4	Radio System should support Channel Bandwidth 10/20 MHz user configurable
5	Radio System should be configurable to upto 21 dBm Tx Power
6	• Radio System should support Duplex TDD Technology
7	Radio should have separate outdoor and indoor unit per site of PTP link
8	Radio System must deliver actual/usable aggregate throughput of at least 10 Mbps
9	Radio System should support LAN Interface 10/100 Base T interface with Auto negotiation (IEEE802.3)

10	Radio System should support local and remote installation, Configuration, Fault management through Element Management Software tool using single computer for installation and commissioning.
11	The Radio should have inbuilt tool to check available throughput in link management software to avoid additional cost on external hardware based testers.
12	The round trip latency of the Radio link should not be greater than 25ms
13	Data encryption using AES & FIPS 197 standards.

14 Third Party Damage: If the bidder damages other Private Service providers cables/ Government or public properties, such as electricity cable or roads etc, the damage charges/penalty will be paid by the contractor as per the claim of such third party. BSNL will not be liable to pay any penalty or any damage charges made by the contractor as per the indemnity clause below:

“Contractor shall either pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work or the same amount will be deducted from his bills. Such expenditure either shall be intimated to Contractor by Engineer-in-charge or concerned third parties in writing. The amount deducted by the Contractor from his bill shall be paid to concerned third parties by Divisional Engineer or Accounts Officer.”

15 Clause Deleted

16 Failure Clause:

If contractor fails to perform even after imposition of penalty, his work can be given to any other contractor willing to perform at the approved rate of SSA.

17 Withdrawal of work:

The work will be withdrawn with relevant penalty decided for due payment in case of nonperformance with 15 days notice in form of letter, SMS, e-mail and whatsapp etc.

18 TERMINATION FOR DEFAULT:

18.1 BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part.

- 18.3 If the Contractor fails to render services within the time period(s) specified in the Contract or any extension thereof granted by BSNL.
- 18.4 If the Contractor fails to perform any other obligation(s) under the Contract: and
- 18.5 If the Contractor, in either of the above circumstances, (s) does not remedy his failure within a period of 30 days (or such longer period as BSNL may authorize in writing) after receipt of the default notice from BSNL.
- 18.6 In the event, BSNL terminates the contract in whole or in part, pursuant to Para 18.1, BSNL may get the services from any other source as it deems appropriate, the Contractor shall be liable to BSNL

for any excess cost for such services. However, the Contractor shall continue performance of the contract to the extent not terminated.

- 18.7 In the event of prosecution for any offence of directors/partners/ of the Contractor or of the Contractor.
- 18.8 If the Contractor enters into an arrangement or composition with its creditor(s) or if a Receiver of the Contractor's property or any part thereof, is appointed.
- 18.9 If a petition for winding up is presented in any Court against the Contractor, it being a limited company, or a resolution is passed to wind up the business of the Contractor or if a Receiver is appointed for any part of the Contractor's property.
- 18.10 If the Contractor makes false claim(s) towards charges, commission, incentives, refunds, credits, warranty claims or submits false financial information/reports or any other data including but not limited to the Services, reports or maintenance required by BSNL.
- 18.11 If the Contractor fails to obtain or maintain any license / approvals or the suspension or revocation of any license / approvals necessary for the conduct of the business of the Contractor pursuant to the Agreement.
- 18.12 If the Contractor commits any violation of any laws, rules or regulations of the land.
- 18.13 If the appointment or continuance of the Contractor under the Agreement is likely in the sole opinion of BSNL to result in a loss of goodwill or reputation of BSNL.
- 18.14 The Agreement be terminated by BSNL in the manner prescribed in clause 9.1(i) above; BSNL will reimburse the Contractor, the pro-rated Charges for the Services provided by the Contractor till the date of termination, as specified in **Work Order**. In such case, the value of approved materials utilized at site, the certified and accepted work done till the date prior to such termination shall become the sole and exclusive property of BSNL.
- 18.15 BSNL may also terminate any Work Order (if applicable) here under upon written notice of fifteen (15) days to the Contractor / vendor without any liability, if the Contractor is in breach of any material obligations contained in the relevant Work Order. For the avoidance of doubt, the termination of any individual Work Order shall not amount to automatic termination of the
- 18.16 Agreement or any other Work Order(s) that may be issued by BSNL.
- 18.17 It is agreed by both the Parties that termination of this Agreement or any Work Order(s) by BSNL, does not relieve any Party from any rights and / or liabilities arising prior to such termination. Failure of BSNL to exercise a right in connection with a termination event shall not be construed as a general waiver of its right under this clause.
- 18.18 Termination in pursuant to clause 9.1 (i) to (x) and clause 9.3 above, shall be without prejudice to other rights of BSNL available under law or contract.
- 18.19 Either party may terminate this Agreement or any Work Order hereunder without any liability if so required by any government authority with jurisdiction over the Party and the subject matter of this Agreement; provided however that the Party withstanding with the governmental authority shall assert all reasonable challenges, including litigation, to prevent or reverse any such requirement.
- 18.20 The Contractor shall on termination of the Agreement, immediately hand over or destroy all Confidential Information on BSNL in its possession (irrespective of its form) to / before BSNL's representative to his satisfaction.
- 18.21 The Contractor shall provide its full co-operation and assistance to BSNL to enable a smooth transition of the work to any other contractor of BSNL's choice or as the case may be.

19 TERMINATION FOR INSOLVENCY:

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

20 INDEMNITIES:

- 20.1 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost damages, changes claims and demands of every nature and descriptions, brought or procured against the BSNL its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents . In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- 20.2 The contractor shall at his own cost at the BSNLs request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.
- 20.3 Contractor shall either pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work or the same amount will be deducted from his bills. Such expenditure shall be intimated to Contractor either by Engineer-in-charge or concerned third parties in writing. The amount deducted by the Contractor from his bill shall be paid to concerned third parties by Divisional Engineer or Accounts Officer.

21 FORCE MAJEURE:-

- 21.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed be reason 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 (Herein after 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 be reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevent or delayed by reason of any such event for a period exceeding 60 days either party may, at his obtain terminate the contract.
- 21.2 Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

22 ARBITRATION:

- 22.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the arbitrator appointed by CGM, BSNL C.G or any person nominated by him .The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act

1996 as amended from time to time. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being transfer, CGM shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

22.2 The arbitrator may from time to time with the consent of both the parties may enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

22.3 The award of the arbitrator shall be final and binding on both the parties.

22.4 Subject to the aforesaid provisions, the arbitrator & conciliation act 1996 and the rules made there under and any stipulation/modification for the time being inforce along with all amendments in the said act time to time shall be deemed to apply to the arbitration proceedings under this clause.

22.5 In case of any dispute even after arbitration under this agreement, the court at Raipur will have the exclusive jurisdiction.

23 SET OFF:

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

24 COURT JURISDICTION

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

25. LIEN:

25.1 Notwithstanding anything contrary contained in this Agreement, BSNL shall have the first lien on all amounts due to the Contractor in the event of the Contractor failing to comply with the terms and conditions of this Agreement.

25.2 BSNL shall have the right to retain and hold in its custody all requisite equipment, materials and/or machinery belonging to the Contractor in the event that the Contractor does not perform or fails to perform its obligations under this Agreement without prejudice to its other rights and remedies available under this Agreement. BSNL shall further be at liberty to sell such materials belonging to the Contractor if in the opinion of BSNL, it is necessary to avoid any loss / hardship / damages that may be incurred by BSNL on account of the Contractor's failure to execute the work to the satisfaction of BSNL.

26. INDEMINIFICATIONS:

26.1 The Contractor shall indemnify and keep BSNL indemnified from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including reasonable attorney fees) relating to or resulting directly or indirectly from; (a) an act or omission of the Contractor, its employees, agents, or any third party in the performance of the Services under this Agreement; and/or (b) breach of any terms of this agreement; and/or (c) breach of any representations or warranties given by the Contractor under this Agreement; and/or (d) infringement of any intellectual property rights or any third party intellectual property rights; and/or (e) non-compliance of statutory provisions, laws and rules; and/or (f) breach of insurance liabilities in respect of Services provided under this Agreement; and/or (g) breach of insurance liabilities in respect of equipments, tools and all other materials supplied by BSNL to Contractor (h) non-payment of taxes which are the obligations of the Contractor under this Agreement. The Contractor shall further indemnify, defend

and hold BSNL harmless and their officers, employees and assignees and authorized representatives against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, costs and expenses of whatsoever kind or nature, including those arising out of damage to property (including but not limited to property of third parties), accident, injury to or death of workmen/persons (including but not limited to the Contractor's employees) whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Contractor or of any one acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement.

- 26.2 In the event, BSNL is required to pay any penalty or other sum by whatever name known to any of its contracting partners or agencies, either on account of delay or the repair and/or maintenance work not being made operational in full by the Contractor, for reasons not attributable to BSNL, the Contractor agrees and undertakes to indemnify and keep indemnified BSNL from all such penalties, costs and/or expenses that may be claimed against BSNL.
- 26.3 By virtue of the provisions of Workmen's Compensation Act, 1923, Contract Labour (Abolition) and Regulation Act, and/or any other applicable Act, if BSNL is obliged to pay compensation to workmen employed by the Contractor and/or on behalf of the Contractor, for the execution of work or provision of Services, BSNL shall be entitled to recover from the Contractor the amount of compensation so paid, without any prejudice to the rights of BSNL under the provisions of such Act.

27. APPOINTMENT OF OTHER AGENCIES FOR RE-EXECUTION:

In the event of the Contractor failing to perform its obligations as per agreed productivity / quality norms of works and timelines as mentioned elsewhere in this Agreement and Schedules, BSNL after giving seven (7) days notice to the Contractor can get the work executed / re-executed through any other contractor / agencies as BSNL deems fit and proper at the costs and expenses of the Contractor. However that if the estimated cost for execution of such work is more than the proportionate Contract Price, the excess amount incurred by BSNL in this connection shall be recovered from the dues including the bank guarantee payable to the Contractor under this Agreement.

28. NO PUBLICITY:

No party shall publish any press release or otherwise publicly disclose the existence of this Agreement (including its Schedules, Annexure and any other documents incorporated by reference), without the express prior written consent of the other Party.

29. COMMUNICATION AND REPORTING:

29.1 Communication:

The Parties must use their reasonable endeavors to communicate and promptly inform each other of any matter likely to affect the Services and to investigate how to avoid or minimize any adverse effects on the Services.

29.2 Authorized Representatives:

Each Party must designate, an authorized representative ("Authorized Representative") and insert details of such Authorized Representative in this clause. A Party may designate a substitute or replacement as their Authorized Representative on reasonable notice in writing to the other Party.

29.3 Notices:

Except as specifically provided elsewhere in the Agreement, all notices required or permitted to be given by one Party to the other under the Agreement shall be in writing and shall be sufficient if made (i) by personal delivery, (including delivery by any commercial delivery service with acknowledgement received); or (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by facsimile transmission (“Fax”) to the Parties at the respective addresses. The date upon which such notice is so actually delivered; or if the notice is given by registered or certified mail, the date upon which it is received as evidenced by Registered A.D. or other acknowledgement; or if sent by Fax, the date on which the Fax was sent, provided an original is received by the addressee by any commercial delivery service within two (2) business days of the Fax, shall be deemed to be the date of such notice, irrespective of the date appearing therein.

29.4 Reporting:

- (a) Contractor agrees to disclose relevant information in relation to the provision of the Services to BSNL and, upon request, to give BSNL a true and faithful account of dealings and matters arising in relation to the provision of the Services, and to furnish explanations when reasonably requested by BSNL.
- (b) Each Party must notify the other immediately after becoming aware of:
 - (I) any material breach of legations relevant to the provision of the Services or the performance by a Party of its obligations under the Agreement which may amount to violating a material agreement applicable to it;
 - (II) any matter connected with the performance of the Services which would give rise to an actual or perceived conflict of interest; or
 - (III) any reason why a Party is or may be unable to perform its obligations under the Agreement.
- (c) BSNL must notify the Contractor if it appoints, engages or requests any other person to review or manage the provision of, or any part of, the Services by the Contractor.

30. CONFIDENTIALITY:

- (a) Neither Party to the Agreement may communicate, release or otherwise disclose confidential information (“Confidential Information”) to any person concerning the Agreement, Services, information of the other Party or the business of the other Party without the prior written consent of that Party, provided that this clause shall not apply:
 - (i) to the extent that the disclosure is necessary to key persons on a need to know basis for the provision of the Services Provided that those persons to whom such information is supplied are bound by confidentiality obligations of the agreement;
 - (ii) to comply with the applicable law or regulation;
 - (iii) to the extent applicable to enable a Party to properly perform its obligations under the Agreement; or
 - (iv) to disclosures by the party receiving Confidential Information pursuant to a court order, administrative contractor and/or other governmental body provided however that the receiving party shall promptly provide notice of such disclosure to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
- (b) Contractor shall and undertakes to promptly advise BSNL in writing of any misappropriation or misuse by any person of such Confidential Information, which may come to its attention.
- (c) In the event of any breach of this clause, the Contractor shall indemnify BSNL from any loss, cost or damage or any other claim whatsoever BSNL. Furthermore, nothing in the Agreement shall prejudice BSNL from initiating appropriate legal proceedings for specific performance and injunctive

relief available under the laws of equity and contract on breach of confidentiality obligations under this clause. The obligations contained in this clause will be valid for **two (2) years from the effective date of termination of the Agreement.**

31. INTELLECTUAL PROPERTY RIGHTS:

31.1 Except as provided for in the Agreement, Contractor shall not acquire a right to use, and shall not use without BSNL's prior written permission, the names, characters, artwork, designs, trade names, trademarks, or service marks and shall maintain all copy right, trade mark, service mark of BSNL or other proprietary notice on BSNL's products or services ("Intellectual Property Rights") and otherwise comply with BSNL's reasonable quality control requirements.

31.2 The Contractor accepts for all purposes that any trademarks, logos, service marks, trade names or identifying slogans affixed or used by BSNL in respect of any of its services, whether registered or not, constitute the exclusive property of BSNL. The Contractor shall not contest, at any time, the right of BSNL or its affiliated companies to any trade mark or trade name or any other Intellectual Property used or claimed by BSNL.

31.3 During the term of the Agreement, the Contractor may be authorized to use BSNL's trademarks, logos and trade names, but only in connection with the Scope of Services as set out in the Agreement. The Contractor's use of such trademarks, logos and trade names shall be in accordance with the guidelines issued by BSNL from time to time.

Nothing herein shall give the Contractor any interest in such trademarks, logos or trade names or any other Intellectual Property Rights. In the event of termination of the Agreement, howsoever caused, the Contractor's, right to use such Intellectual Property, including but not limited to, trademarks, logos or trade names shall cease forthwith from the date of termination of the Agreement. The Contractor agrees not to attach any additional trademarks, logos or trade designations to the trade marks, logos or trade designations of BSNL.

31.4 Contractor further agrees not to use the Intellectual property, including but not limited to the trade marks, logos and trade names of BSNL.

31.5 BSNL reserves the right of prior review and approval of the Contractor's use of BSNL's Intellectual Property including but not limited to any trademarks, logos and trade names as well as all relevant advertisement material in each instance. The Contractor shall not publish, nor cause to be published any advertisement, or make any representations oral or written, which might confuse, mislead or deceive the public or which are detrimental to the name, trademarks, good will or reputation of BSNL. The Contractor shall indemnify and keep indemnified BSNL against any third party claim arising out of or in relation to such advertisements or oral or written representations which might confuse, mislead or deceive the public or which are otherwise detrimental to the name, good will or reputation of BSNL.

32. REPRESENTATIONS AND WARRANTIES:

32.1 Warrants of Contractor

(a) Contractor represents and warrants that:

- (i) it has and will continue to have and to use, the skills, qualifications and experience to provide the Services in an efficient and controlled manner with a high degree of quality and responsiveness and to a standard that complies with the Agreement;
- it has full corporate power and authority to enter into, perform and observe its obligations under the Agreement: and
- that the execution, delivery and performance of the Agreement has been duly and validly authorized by all necessary corporate action and it does not violate the governing documents or any law or material agreement applicable to it.

- (b) Contractor represents and warrants that it has obtained and will continue to obtain any consents and/or approvals required by any governmental contractor in relation to the provision of the Services. It shall comply with all applicable laws and regulations in carrying out the rights and obligations under the Agreement. As of the date of signing the Agreement, there are no pending threatened legal proceedings that materially adversely affect its ability to perform its obligations under the Agreement.
- (c) While performing its obligations under the Agreement, it is not in violation of any third party intellectual property rights that may be relevant for the performance of its Services under the Agreement. Any designs, plans, etc., are the sole and independent creation of the Contractor and are not in breach of copy right and/or other intellectual rights violation.

33. INSURANCE AND LIMITATION OF LIABILITY:

- 33.1 The Contractor shall, at all times during the Term, at its sole cost and expense, and thereafter for such period as BSNL in good faith requests, in consideration of the particular circumstances, carry and maintain the insurance coverage listed below:
- (a) Worker's Compensation Insurance and Employee's Liability Coverage equivalent to the minimum amount required by law;
 - (b) Professional Indemnity Insurance in respect of legal liability arising from breach of professional duty by reason of any negligent act, error or omission;
 - (c) Public Liability insurance covering claims arising out of the performance or failure to perform the Services in the Agreement in respect of damage to real or personal property and injury to or death of persons;
 - (d) Appropriate insurance policies to cover third party claims including cross liability;
 - (e) Appropriate insurance policy to cover the value of equipments, tools and all other material given by BSNL to Contractor;
 - (f) In case of emergency / mishap the Contractor has to release the substantial amount of payment to the concerned person or his relatives to take care of the emergency situation and recover later through insurance etc.
- 33.2. The Contractor undertakes that wherever applicable, the Contractor shall ensure that the relevant insurance policy contains a suitable clause whereby BSNL shall be named as 'co-insured' or as 'loss-payee' under the relevant policy.
- 33.3. The Contractor shall ensure the satisfactory payment of premium and other charges payable under these policies and shall be responsible for satisfactory and expeditious compliance of all procedures, formalities, and other terms and conditions relating to the initiation and maintenance of the policy including any claims there under. The Contractor shall submit a copy of the policies as well as receipts for the payment of premium and/or any other charges in respect of the above policies to BSNL at its request.
- 33.4 Details of these insurance policies along with proof of premium payment and insurance cover notes / insurance policies must be provided by the Contractor to BSNL within fifteen (15) days from the date of signing of agreement and / or issuance of the Work Order (wherever applicable).
- 33.5. For the avoidance of doubt it is acknowledged and agreed that neither Party shall have any liability to the other Party in respect of consequential, indirect or special loss or damage including but not limited to loss of profit, and loss of business, arising out of or from this Agreement.

34. DISPUTE RESOLUTION:

- (a) The Parties agree to cooperate and conduct in good faith such discussions and negotiations as may be necessary or desirable to amicably resolve any dispute which may arise between them.
- (b) If they are unable to resolve within twenty (20) working days of the relevant meeting of the Parties' senior representatives for whatever reason, then either party may refer such dispute to a sole arbitrator as appointed by BSNL. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996,

as amended from time to time. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator.

The arbitral award shall be in writing and shall be **final and binding on each Party** and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any dispute arising out of or relating to or in connection with the Agreement except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

35. COMPLIANCE WITH LAWS:-

35.1 The Contractor warrants that Services provided under the Agreement shall conform to all applicable laws, statutory rules and regulations including the surety and environmental norms as **per Government rules and regulations**.

35.2 Notwithstanding the generality of the foregoing, the Contractor shall comply with the following but not limited to the Workmen's Compensation Act, Minimum Wages Act, Employees State Insurance Act, Employees' Provident Fund Act, Apprentices Act, Contract Labour Regulations & Abolition Act, and any/all other applicable statutes and all modifications thereof, in connection with manpower engaged by the Contractor. The Contractor shall keep intact with him all necessary documents in respect of payments towards Employees Provident Fund / Employees State Insurance Fund and under all other statutes as above and shall furnish the required documents to BSNL, within the specified time, as and when required by BSNL.

36. INTERPRETATION:

In the Agreement unless the contrary intention appears:

- (i) a reference to the Agreement includes any variation or replacement of the Agreement and includes all Schedules, Annexure attached to the Agreement and any documents that have been incorporated by reference as on the date of execution of the Agreement, and any new Schedules, Annexure and exhibits that may be added to the Agreement as mutually agreed upon by the Parties;
- (ii) a reference to a statute, ordinance, code or other law included regulations and other instruments made under it an consolidations, amendments, re-enactments or replacements of any of them;
- (iii) the singular includes the plural and vice-versa, words including one gender include other genders;
- (iv) heading and marginal notes have been inserted for guidance only and do not form part of the context;
- (v) a reference to a thing (including, without limitation, any amount) is a reference to the whole or any part of that thing and a reference to a group of persons is a reference to any two or more of them collectively and to each of them individually;
- (vi) person includes a firm, a company, partnership, joint venture, association, corporation or other body corporate, a person, an unincorporated association or an authority;
- (vii) a reference to a body or authority which has ceased to exist includes the body or authority which now serves substantially the same objects as the body or authority referred to;
- (viii) If a period of time is specified to:
 - (a) start from a given day or the day of an act or event, it must be calculated including that day;
or
 - (b) be after a given day or the day of an act or event, it must be calculated excluding that day; or
 - (c) be to or until a given day or the day of an act or event, it ends on the day before that day

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

GENERAL

- a. The special conditions of contract shall supplement the ‘Instruction to the Bidder’ & General (Commercial) Conditions of the Contract as contained and wherever there is a conflict, the provision herein shall prevail over those Sections.
- b. Bids shall be evaluated in totality, which is, the L1 bidder (Lowest price), shall be arrived at, after totaling all the items in the PRICE SCHEDULE.
- c. BSNL shall have the absolute right to award the work either per item of work or all items of work given in PRICE SCHEDULE of tender document, at its discretion. Whereas the bidders shall quote for all the items of the PRICE SCHEDULE of the tender document. Bidders quoting in partial for certain items only, will be summarily rejected. However the work will be awarded route wise/ section wise to a single agency for all the items/ selected items.
- d. The agreement shall be in force for a period of two years initially, which may be extendable by BSNL for a further period of up to one year on the same terms and conditions, including Service Level Agreement () parameters, in writing, with mutual consent.
- e. In the event of detection of any malafide actions on the part of the contractor, the works/ items of work assigned to the contractor shall be withdrawn at any point of time, in full or in part, even during the currency of the contract, without notice.
- f. BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations. BSNL also reserves the right to blacklist a bidder for a period of 2 years in case, if he fails to honor his bid without sufficient grounds.
- g. BSNL will evaluate and judge the performance of the contractor on the overall execution of the contract and in particular on meeting the parameters. BSNL may award further works to the contractors on the achievement of parameters over a period of time.
- h. The terms and conditions of the contract are subject to modification by mutual agreement upon the request of BSNL. In case of no agreement being reached in such case, BSNL reserves the right to terminate the contract as per the provisions of the contract.

1. SCOPE OF WORK: The scope of work is detailed in **Section 3 part-A.**

2. LABOUR WELFARE MEASUREMENT AND WORKMAN COMPENSATION:

2.1 Obtaining License before commencement of work:

The contractor shall obtain valid labour license under the contract Labour (R&A) Act 1970 and the contract labour (Regulation and Abolition) central Rules 1971, before commencement of the work and continue to have a valid license unit the completion of work. The contractor shall also abide by the provisions of the child labour (Prohibition and Regulation) Act. 1986 any failure to fulfill this requirement shall attract the penal provision of this contact arising out of the resultant non-execution of work.

SECTION-6

UNDERTAKING & DECLARATION

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

TE NO	CGMT/CG/EB/RF EoI/412/2020-21 dated 18.12.2020
-------	--

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/PBG deposited by us will stand forfeited to the BSNL.
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

b) The Bidder hereby covenants and declares that:

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

Date:

Signature of Bidder

Place:

Name of Bidder

Along with date & Seal

6 (B) – DECLARATION:

TE NO:	CGMT/CG/EB/RF EoI/412/2020-21 dated 18.12.2020
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“Declaration- I

Regarding no relationship with any working BSNL employee”

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

- (I) I/We hereby declare that NONE of the near relative(s) of mine as well as of the Proprietor /Partner/Directors is/are employed in any capacity in any unit of BSNLI/
- (II) We shall also intimate the name of the person (s), who is/are working with us in any capacity or is/are subsequently employed by us and who is near relative to any officials in the BSNL
- (III) I/We am/are aware that any breach of this condition shall result in immediate termination of the contract /cancellation of the existing contract (s) and also forfeiting of my /our security deposit held by CGMT CG Telecom Circle.

Note:- The terms “Near Relative “ means Wife /Husband /Parents /Grand Parents/ Children / Grand Children/ Brothers/ Sisters/ Uncles/ Aunts/ Cousins & their corresponding in-laws.

Seal & Signature of the bidder

Station -.....
Date-.....

“Declaration- II

Regarding firm not debar/blacklisted in any unit of BSNL”

I/We hereby declare that my/our firm has/have not been declared debar for taking part in tender anywhere in the unit of BHARAT SANCHAR NIGAM LIMITED. I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit.

Seal & Signature of the bidder

Station -.....
Date-.....

“Declaration- III

RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BID

The Chief General Manager Telecom BSNL CG Circle reserves the right to accept or reject one, more than one or all the tenders in part or wholly without assigning any reason. He also reserves the right to terminate the contract at any time giving one months’ notice in writing without assigning any reason.

Tender can be short closed before due time by BSNL due to any technology change/administrative or business reason/umbrella contract finalized and implemented by higher authority or office without any kind of claim by contractor.

Seal & Signature of the bidder

Station -.....
Date-.....

**“Declaration IV:-
“Regarding No Addition /Correction made in Tender document “**

No Addition Correction Certificate

I/we.....here by declare that in our tender bid there is 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.

Seal & Signature of the bidder

Station -.....
Date-.....

SECTION 6(C) VENDOR MASTER FORM

(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(* Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* :

Mr.	Ms.	M/s	Dr.
-----	-----	-----	-----

Name* :

Address * :

Town/District* :

--	--	--	--

City* :

--	--	--	--

State* :

--	--	--	--

Postal/Pin code* :

--	--	--	--

 Country* :

--	--	--	--

Contact Details:

Telephone Number :

--	--	--	--

 Fax No. :

--	--	--	--

Email_id :

--	--	--	--

(Mandatory for E-Tendering)

Name of Contact Person :

--	--	--	--

 Mobile No. :

--	--	--	--

Alternate Contact Person :

--	--	--	--

 Mobile No. :

--	--	--	--

Tax information:

PAN :

--	--	--	--

GST Tax reg. no. :

--	--	--	--

LST (Local VAT reg.No.) :

--	--	--	--

 CST Reg. No :

--	--	--	--

Tax Registration no. (for Foreign Vendors) :

--	--	--	--

Income Tax Exemption details:

IT exemption no. :

--	--	--	--

 IT exemption rate :

--	--	--	--

IT Exemption date :

--	--	--	--

IT exemption date from :

--	--	--	--

 IT exemption date to :

--	--	--	--

Excise Details:

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/GST Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation

Date:

Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code
-------------	-------------------------	------------------------------	-----------------

In Case of Bidder is Existing Vendor he /She may provide his Vendor Code as registered in BSNL CG Circle , and he has no need to fill the Master Vendor Form .

Declaration of Vendor Code :

Name of Vendor:	
Vendor Code :	
Name of Circle :	

6 (D) PAYMENT INSULATION UNDERTAKING

TE NO:	TE-XXX
---------------	---------------

I/We..... undertake that I have sufficient capital resources to execute the scope of this tender and will make due payment to our firms labour / employees assigned to execution of this tender ,as per laws every month, insulating it with the payments from BSNL. I/We also **under take** to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

Signature of bidder

Name of the bidder (Capacity in which signing)

Station:

Date:

6 (E) EMD RETENTION OPTION

TE NO:	CGMT/CG/EB/RF EoI/412/2020-21 dated 18.12.2020
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I/We.....undertake that I am giving option to BSNL to retain my EMD as long as the project continues or to a maximum time period of 24 months whichever is earlier, for unexecuted work executed if approved bidder fail to execute their work.

Signature of bidder

Name of the bidder
(Capacity in which signing)

Station:

Date:

SECTION- 7
PROFORMAS

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

Dated:.....

Sub: Performance guarantee.

Whereas _____(hereafter referred to as BSNL) has issued an LOI no. Dated/...../20..... awarding the work RF installation and maintenance in SSA to M/s R/o (hereafter referred to as “Bidder”) and BSNL has asked him to submit a performance guarantee in favour of _____ 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 BankBranch having

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

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

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

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

6. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (cash) _____" payable at _____. 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:
of the bank

(Signature of the Bank Officer) Rubber stamp

Authorized Power of Attorney Number: Name of

the Bank officer: Designation:

..... Complete Postal address of

Bank:

.....
Telephone Numbers

Fax numbers

7 (B) 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) at

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 1

Signature of the Representative 2

.....

.....

Name of the Representative 1

Name of the Representative 2

Signature Attested

Signature Attested

Signature of Bidder/ Officer authorized to sign on behalf of the Bidder

....

- Note 1:** Maximum two representatives will be permitted to attend the Bid opening
- 2. Permission for entry to the office where bids are opened may be refused in case authorization as prescribed above is not received.

7(C)- CLAUSE BY CLAUSE COMPLIANCE

TE NO:	CGMT/CG/EB/RF EoI/412/2020-21 dated 18.12.2020
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CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

Sl.	Clauses	Compliance
(A)	(B)	(C)
1	All clauses of “General Commercial Conditions “of Section-5 Part-A	
2	All clauses of “Special Commercial Condition of Contract” of Section-5 Part-B	
3	All clauses of Scope of Work	
4	All clauses of “General Instruction to Bidders” of Section-4 Part-A	
5	All clauses of “Special Instruction to Bidders” of Section-4 Part-B	
6	All clauses of “E-tendering Instruction to Bidders” of Section-4 Part-C	

- The bidder should mention ‘FULLY COMPLIED’ in the column ‘C’ above, otherwise a statement of deviation may be submitted as per clause 31.1(c) of Section -4 Part-A.
- The column “C” if left blank and the bidder signs this page of the document will be treated as full compliance.
-

Signature of bidder with seal

Date :

7(D) - NO DEVIATION STATEMENT

TE NO:	CGMT/CG/EB/RF EoI/412/2020-21 dated 18.12.2020
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NO DEVIATION STATEMENT

Sl.	Clauses	Compliance
(A)	(B)	(C)
1	All clauses of “General Commercial Conditions “of Section-5 Part-A	
2	All clauses of “Special Commercial Condition of Contract” of Section-5 Part-B	
3	All clauses of Scope of Work, requirements of quantity, SOR (Scope of work Part A, B & C)	
4	All clauses of “General Instruction to Bidders” of Section-4 Part-A	
5	All clauses of “Special Instruction to Bidders” of Section-4 Part-B	
6	All clauses of “General Instruction to Bidders” of Section-4 Part-C	

- The ‘No deviation statement’ should be given as per clause 31(c) of Section -4 Part-A.
- The bidder should mention ‘ NO DEVIATION’ in the column ‘ C’ above, otherwise a statement of deviation may be submitted as per clause 31 (c) of section-4 Part-A.
- The column “C” if left blank and the bidder signs this page of the document will be treated as full compliance.
-

Signature of bidder with seal

Date :

ANNEXURE-I: FORMAT of LOI (Letter of Intent)

NO. _____

Dated: _____

Sub: - Placement of LOI (Letter of Intent), for RF maintenance in BSNL.

Ref: -

Dear Sir,

On behalf of BSNL, Letter of Intent is hereby issued for Maintenance of OF cable route in respect of -----
----- (--- RKM) in ---- to fulfill the following terms and conditions.

- 1) The contractor has to submit a performance Bank Guarantee of Rs. _____ valid for a period of _____. The said BG shall be furnished by you from a nationalized bank/Scheduled bank within 14 days in accordance with the BSNL format as per Section 7(A) of the tender document.
- 2) Unit rate of the item shall be as per annexure; thereby total value of the order shall be Rs. _____ (as per annexure). The prices are firm, inclusive of all levies and taxes, excepting GST
- 3) The services rendered will be strictly in accordance with the specifications laid down by the BSNL in the above referred tender.
- 4) The works should commence within _____ days from the date of issue of detailed work order.
- 5) You are requested to convey your acceptance within 7 days along with PBG as per condition (1) above and enter into an agreement within 15 days of issue of LOI, failing which this offer is likely to be treated as cancelled.

Yours faithfully,

7(G)- 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(Hereafter
referred to as BSNL) for participation in the tender of Tender Name>>. Vide tender no.
.....

Now at the request of the Bidder, We Bank
.....Branch having
..... (Address) and Regd. office address as
.....
(Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

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

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of _____ payable at _____.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

SECTION- 8
Bidder's profile & Questionnaire.

TE NO:	CGMT/CG/EB/RF EoI/412/2020-21 dated 18.12.2020
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Bidder / Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder)

General :

Passport size photograph of the Bidder/authorized signatory holding power of Attorney

1. Name of the Bidder/firm _____
2. Name of the person submitting the tender whose Photograph is affixed Shri/Smt. _____
(In case of Proprietary/Partnership firms, the tender has to be signed by Proprietor/Partner only, as the case may be)
3. Address of the firm _____
.....
.....

4. Telegraphic Address
5. Tel no. (with STD code) (O) (Fax) [R]..... E-mail id-.....
6. Registration & incorporation particulars of the firm : (PLEASE WRITE THE APPLICABLE)

S. No	Type of firm	Please tick
	Proprietorship	
	Partnership	
	Private Limited	
	Public Limited	
	Joint Venture	

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)

7. Name of Proprietor/Partners/Directors

8. Bidder's Enlistment Certificate details

- a. Category _____
- b. Number _____
- c. Issuing Telecom Circle _____
- d. Issued on _____
- e. Valid upto _____
(An attested copy of the Enlistment Certificate may please be enclosed)

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

- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....

10. Permanent Income Tax number, Income Tax circle

11. Infrastructural capabilities:

- a. Capacity of trenching per day (in meters)
- b. Capacity of pipe laying per day (in meters).....
- c. Capacity of pulling cable through duct/pipe per day (in meters).....

d. Capacity of engaging mazdoors per day

e. Particulars of vehicles available with the Bidder :

f. Particulars of other machines possessed by the contractor which can help in trenching pipe laying and cable pulling :

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

12. VENDER Code (If any in ERP)

Name of State:.....							

I/We hereby declare that the information furnished above is true and correct

Place :

Date :

Signature of Bidder/Authorised signatory

Name of Bidder

Seal of the Bidder

Signature of Bidder

SECTION-9 Part-A

BID FORM

TE NO:	CGMT/CG/EB/RF EoI/412/2020-21 dated 18.12.2020
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To

Asstt. General Manager (EB)
Room No A-10, BSNL Bhawan
Raipur

From,

.....

<complete address of the tendering Authority>

<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. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the RF installation and commissioning work in conformity with the said, conditions of contract and specifications at the rate 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 to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period ofdays 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 BSNL is not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the time schedule specified in the Section-1 Part A. (DNIT).
7. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20.... Signature

Witness Name

Signature..... In the capacity of

Name Duly authorized to sign the bid for and on Address
behalf of

Annexure-1 Technical Check List.

S.no	Document for the following clauses.	Clause No	Online/Off Line	Remark Whether Submitted (Yes/No)
1	Tender Fees 2360/-	Clause -1 Sec-1	Online & Off Line	
2	EMD/ Bid Security (submitted yes or no)	Clause-5 of Sec-1	Online & Off Line	
	MSME Certificate (If applicable)		Online & Off Line	
3	Certificate of establishment /Registration Firm/ Registrar of Company.	Clause -4.1(i) Sec-1	Online	
4	Power of Attorney Or Justification for non submission of POA	Clause 14.3 Sec-4 Part-A	Online & Off Line	
5	Copy of Article of memorandum / Partnership deed/ Certificate of Incorporation, (which ever is applicable)	Clause 10.1 of Sec. 4 Part-A	Online	
6	Copy of PAN Card	Clause 4.1 (II)(b) Section 1	Online	
7	Certified copy of the Experience certificate	Clause 4.2 (I) of Sec. -1	Online	
8	Certified copy of Valid GST Registration .	Clause 4.1 (I) of Sec-1	Online	
9	<i>Certified copy of valid labour license of any of the ongoing work or declaration (Which ever applicable)</i>	Clause 4.1 (IX) of Section -1	Online	
10	Turnover certificate (along with P& L account Statement)	Clause 4.3.1	Online	
11	Certified copy of Valid Solvency Certificate	Clause 4.3.2	Online	
12	Undertakings & declaration	Sec-6 A	Online	
13	Undertakings & declaration regarding no relationship with any working BSNL employee	Sec-6 B - Declaration -I	Online	
14	Declaration- 2 - Regarding firm not debar/blacklisted in any unit of BSNL”	Sec-6 B - Declaration -II	Online	
15	Declaration -3 RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BID	Sec -6 B- Declaration - III	Online	
16	Declaration-4 Regarding No Addition /Correction made in Tender document	Sec-6 B - Declaration - IV	Online	
17	vendor master form	Sec-6 C	Online	
18	Undertakings & declaration regarding payment insulation .	Sec-6 D	Online	
19	Duly filled & signed Undertakings & declaration regarding EMD retention	Sec-6-E	Online	
20	Letter of Authorization	Sec-7(B)	Online	
21	CLAUSE BY CLAUSE COMPLIANCE	Sec-7(C)	Online	
22	NO DEVIATION STATEMENT	Sec-7(D)	Online	
23	Bidder’s Profile & Questionnaire .(As per sec-8)	Sec-8	Online	
24	Bid form-	Section 9 Part A	Online	
25	Technical Check list	Annex-1 of Sec. 9 Part-A	Online & Off Line	
26	signed copy of Tender Document/ Addendum/addenda	Complete Tender Document	Online	
27	Any other document as per tender relevant clauses. (please mention section and clause no against which the document is submitted)			
	Note: File name of uploaded documents should start with sl no. of the technical bid. For example : Document uploaded against " Certified copy of Valid GST Registration " should be named as 8-Certified-GST.pdf			

Note-1 : Documents mentioned at S.1,2,3,4,23 should be submit off line and online both . EMD and tender cost fee should be submitted in original. Other than this all the other document may be submitted as self-attested inked signed photocopies in offline/Online (as required) envelope in Techno-commercial bid. During evaluation the TEC may consider such photocopies subject to verification later on. However the originals may be required to be produced by vendor as and when required

Section 9 Part-B

Financial Bid

**(THIS BID SHOULD BE FILLED & SUBMITTED ON LINE ONLY)
(THIS IS GIVEN ONLY FOR THE PURPOSE OF QUANTITY & CONDITIONS ONLY)**

To,

The CGMT BSNL,
C.G Telecom Circle, RAIPUR

Sub: Our Financial Bid for Optical Fiber erection work/RF modem installation work in SSAs of C.G Circle.

Dear Sir,

Having examined the Tender documents, terms and conditions stipulated therein, specification of work etc., we the undersigned offer to execute the works in conformity with the said specifications and conditions of contract at the percentage on standard schedule of rates quoted as under **(exclusive of Goods and Service Tax & inclusive of all other Taxes)**

S. No.	Description of Item	Unit Rate Quoted by Bidder per site per annum (in Rs.)	
		(In figures)	(In words)
A	B	E	F
1	Provisioning of Leased Circuits through OPEX model for free band RF Modem with aggregated throughput up to 10 Mbps for Non-MNS partners.		

Note:

- A) L1 bidder (Lowest price) shall be arrived as per rates quoted above.
- B) At the time of award of work, the quantum of work shall be awarded, according to Scope of Work and readiness of sites for Installation.
- C) GST will be applicable with effect from 1.07.2017 in place of service tax and will be payable by BSNL on actual basis.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 150 days from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Note: The Bidder has to attach a letter showing the justification & calculation of the rates based on which this quote has been submitted.

Dated .../ / 2020

Signature of the Bidder

Name :