

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o The Executive Engineer (E)

BSNL Electrical Division-III

No.22, Kellys Road,

Chennai - 600010.

Office: 044-26474545, 26478616

E-mail: eedn3@gmail.com

E-Tender Notice

From:
Executive Engineer (E)
BSNL Electrical Division-III
Chennai - 600010.

To,
Prospective Bidders

.....
.....

Subject: Tender for “ Annual repair Maintenance of Electro Mechanical Services in various NBSNL GSM BTS sites under CENTRAL OA, Chennai (For the period 2024-26) (Recall) ”

Tender No.:... **No 39 /EEE/ED-III/BSNL/CH/24-25**

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

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailedNIT.

Executive Engineer (E)

BHARAT SANCHAR NIGAM LIMITED
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O/o The Executive Engineer (E)
BSNL Electrical Division-III
No.22, Kellys Road, Chennai - 600010.
E-mail: eedn3@gmail.com

SECTION – 1
DETAILED NOTICE INVITING E-TENDER (DNIT)

1. On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited (BSNL), digitally sealed online tenders, on rupee payment basis, are invited in **Single Stage Bidding and Two Stage Opening** using two Electronic Envelopes (Techno-commercial bid & Financial bid) on CPPP (<https://etenders.gov.in/eprocure/app>), from the eligible bidders for Operation and Maintenance of Electro-Mechanical services of Telephone Exchange buildings as per details given below:

TABLE-1(Size of Service)

Sl. No.	Name of Work	Contract Period (Months)	Estimated Cost (INR)	EMD (INR)	TENDER COST
1	Annual repair Maintenance of Electro Mechanical Services in various NBSNL GSM BTS sites under CENTRAL OA, Chennai (For the period 2024-26) (Recall) Section 4 Part (E &F) and also details of services (Inventory) as per Section -3 Part C.	24 Months	Rs.16,70,135/- (i/c GST)	Rs.33,403/-	Rs.590/-

Note 1: The Intending bidder must read the terms and conditions carefully. He should submit his bid only if he considers himself eligible and in possession of all the requisite documents. Information and Instructions for bidders posted on website shall form of bid document.

Note 2: The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://www.bsnl.co.in/tenders/> and <https://etenders.gov.in/eprocure/app> free of cost.

Note 3: DELETED

2. Purchase of Tender Document:

The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://etenders.gov.in> at free of cost. The BSNL EW-8 document can be seen from the web site www.chennai.bsnl.co.in at free of cost

- 2.1 The bidders are required to submit a single tender fee as above through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. **The tender fee is non-refundable.** *The DD/ Banker's Cheque/ FDR/ Term deposit receipt/ Call deposit receipt pledged shall be drawn from any Nationalized/ Scheduled Bank in favour of BSNL Chennai Telephones. and payable at Chennai*

OR

Alternatively, remittance through RTGS/NEFT in BSNL A/c whose details are as mentioned below, under intimation to this office:

Beneficiary Account Name	BSNL CHENNAI TELEPHONES
ADDRESS	O/o CHIEF GENERAL MANAGER CHENNAI TELEPHONES, No 78, Purasawalkam High Road, Chennai
PAN	AACB5576G
Type of Account	CURRENT ACCOUNT (COLLECTION)
Beneficiary Account Number	067521010000011
Beneficiary Bank IFSC code	UBIN0906751
Beneficiary Bank Name	UNION BANK OF INDIA
9 –DIGIT MICR	600026140
Beneficiary Bank Branch Name	Union Bank of India, Anna Salai Branch, Chennai
Beneficiary Bank Address	No 102, Anna Salai Branch, LIC Building Ground Floor, Chennai - 2

2.2 Micro and Small Enterprise (MSE) bidders ***who are registered with MSME under the category for which the tender is called are exempted from payment of tender document cost*** provided they submit current & valid Udyam registration with national industrial classification(Service) relevant to the bid issued from the Ministry of MSME for the tendered items. Declaration of Udyam registration Number by MSE bidders on CPPP is mandatory, failing which such MSE bidders will not be able to enjoy the benefits as per public procurement policy for MSEs order 2012 for Tenders invited electronically through CPPP. Kindly Note that Medium Scale Units are not eligible for exemption.

3 Availability of Tender Document: .

The tender document shall be available for downloading from e-tender portal <http://etenders.gov.in/eprocure/app> w,e,f, 21.08.2024 onwards.

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

3.2 For online bid submission etc., bidders have to mandatorily register (if not already registered) on tender portal NICs e-tender system- <https://etenders.gov.in/eprocure/app>) and follow all steps as per functionality of e-tender portal. (Kindly refer Section 4 Part C of tender document for instructions on e-tendering).

Note 4 : Deleted

4. Eligibility Criteria:

The Firms who fulfill the following requirements shall be eligible to bid:

Average annual turnover during last 3 years, ending 31st March of the previous financial year should be at least 30% of the estimated cost put to tender.

AND

- 1) BSNL enlisted contractors in Electrical category of respective class as per their tendering limits

Note 5: Estimated cost of one year shall be considered to evaluate the eligibility criteria.

5. The bidder should have a valid GST No (Goods and Services Tax) and shall submit a copy of the same with the bid. In case of multiple GST numbers, all the numbers can be provided as an annexure.

6. The bidder should have a valid Permanent Income Tax Account No (PAN) and shall submit a copy of the same with the bid.

7. Bidder(s) should not have been **barred /banned/ black-listed** by BSNL/DOT/Govt. Departments/PSU/State Govt./GST Authorities at the time of bidding. A self-declaration stating that the bidder is not black listed by BSNL/DOT/Govt./PSU/State Govt./ GST Authorities, should be submitted with the bid. However, if the bidder(s) is/are found to have been blacklisted by any of the above organization(s) at any stage of the tender process or *during execution*, action shall be taken as per tender terms and conditions.

8. Any bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M.No.7/10/2021-PPD (1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. The bidders (including their consortium partners) shall submit an P as per Section-6(C) Format in this regard.

9. Public Procurement (Preference to Make in India) Order, 2017 - Revision (16.09.2020)" issued by DPIIT shall be applicable and hence, bidders offering services as Class-I (Local content more than 50%) and Class-II (Local content more than 20% but less than 50%) are eligible to participate in tender. Bidders have to submit declaration in Form-1 for Local content of their bid. Form-1 as per Section-7(F) to be submitted with the technical bid part.

10. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self- attested by the bidder and to be uploaded in the e-portal.

11. Bid Security/EMD:

The bidder shall furnish a single EMD/Bid security as specified in Clause 1 of Section 1 in one of the following ways:

- (a) Demand Draft/ Banker's cheque drawn in favour of 'BSNL CHENNAI TELEPHONES'

OR

- (b) Bank Guarantee (BG) from a "Scheduled Commercial Bank from public / private sector (excluding co-operative banks)" drawn in favour of "BSNL CHENNAI TELEPHONES" which should be valid for 180 days from the tender/bid opening date as per format provided in Section 7A.

OR

- (c) Bidders may also remit EMD/ Bid security through RTGS/NEFT in BSNL A/c on or before bid submission end date in account with details as per clause 2.1 above.

(d) The Bidders shall mandatorily upload online payment receipt and / or transaction details for the payment of cost of Bid Document & EMD, in their technical part of online bids.

(e) Micro and Small Enterprise (MSE) bidders are exempted from payment of EMD/Bid security provided they submit current & valid Udyam registration issued from the Ministry of MSME for the tendered items/services. Declaration of Udyam registration Number by MSE bidders on CPPP is mandatory, failing which such MSE bidders will not be able to avail the benefits for MSEs, as per public procurement policy order 2012 for Tenders invited electronically through CPPP. Kindly Note Medium Scale Units are not eligible for exemptions.

12. Date & Time of Submission of Tender: The date and time of submission of tender is on or before11.00.....(Hrs) of 03.09.2024 (date in dd/mm/yyyy).

13. Date & Time of Opening of Tender: The date and time of submission of tender is on ...11.00.....(Hrs) of 04.09.2024 (date in dd/mm/yyyy).

Note 8: In case the time and date of submission (opening) of the bid is declared to be a holiday, the time & date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

14. Place of opening of Tender bids:

The tenders shall be opened through 'Online Tender Opening Event (TOE).' BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. BSNL's Officers shall conduct the TOE.

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

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

17. (Tender Inviting Authority) 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.

18. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the terms and conditions of the downloaded tender document for which their bid being submitted and these are identical to the tender document appearing on the website.

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

b. All documents submitted in the bid offer should be preferably in English. 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 a true copy in addition to the relevant certificate.

c. All computer-generated documents should be duly signed/ attested by the bidder/ vendor organization and to be uploaded in the e-portal.

19. Before e- tendering, the contractor shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extent of grounds, working condition, including stocking of materials, installation of T&P etc., and conditions affecting

accommodation and movement of labour etc., required for the satisfactory execution of the contract. No claim whatsoever on such an account shall be entertained by the BSNL in any circumstances.

20. In case the eligibility credentials submitted by the lowest bidder (L1) are not found in order at any stage after opening the bids i.e., before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for the next **three years** including any other action under the contract or existing law.

21. Tender shall neither be issued nor received by Post/ Courier.

22. The queries in respect of the tender document, if any, can be submitted through email, latest by **03.09.2024...(date in dd/mm/yyyy)**. Any query received after this date will not be entertained.

BSNL Contact-1	
Contact Person	Shmt. N.P.Sindhu,EE(E),ED-III,Chennai
Telephone	9446546150
E-mail ID	eeedn3@gmail.com
BSNL Contact-2	
Contact Person	Shri Mallikarjun Hattapakki ,SDE(E),ESD-II,Chennai
Telephone	94449858488
E-mail ID	Esd2chennai@gmail.com

Executive Engineer (E)
For and on behalf of BSNL

SECTION- 2
Tender Information

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

- a) **No. of Bid Submission Stages for tender:** Single Stage. The bidder shall submit **online** Techno-commercial & Financial bids, simultaneously.
- b) **Opening Stages: Two stage bid opening** Techno-commercial bid under Technical electronic envelope will be opened first and thereafter financial bids of techno- commercially compliant bidders only shall be opened.
- c) **No. of Envelopes for submission of Bids:** Two Nos. (Opening stages) (Please See Note-2).
- d) **E-Reverse Auction: Not Applicable**

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

Note 2: Financial bids will be opened for techno-commercially responsive bidders only.

2. **Bid Validity Period /Validity of bid offer :150 days** from the tender opening date.

3. The first e-envelope will be named as **Techno-Commercial** & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as **Financial Envelope** containing financial quote. These envelopes shall contain one set of the following documents:

- a) **Techno-commercial e-envelope** shall contain scanned copy of the following documents, but not limited to:
 - 1) EMD or valid Udyam Registration certificate, if claiming exemption under MSE (Micro or Small Enterprise) Category or Proof of successful e-Payment of EMD, as the case may be.
 - 2) DD towards Tender fee or valid Udyam Registration certificate if claiming exemption under MSE (Micro or Small Enterprise) Category or Proof of successful e-Payment of Tender Fee, as the case may be.
 - 3) Certificate(s)/ documents towards proof for fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT.
 - 4) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
 - 5) Clause by clause compliance as per clause 11.2 of Section-4 Part-A & NIL Deviation statement.
 - 6) Bidder's Profile & Questionnaire duly filled & signed.
 - 7) Non-Relation Certificate duly filled & signed.

- 8) Undertaking & declaration duly filled & signed.
- 9) Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-1.
- 10) Tender/ Bid form- Section 9 Part A.
- 11) Checklist of the documents submitted as per Annexure-2.

a) Financial e-envelope shall contain:

Price Schedule, duly filled (both in PDF and Excel format as per format given in **Section 9 Part-B** with all relevant bid annexures.

Note 3: A BoQ is also prepared to be filled by bidders in this bid part. BoQ (of electronic financial bid part on CPPP) is only a bid summary and bid evaluation will be done based on Complete price sheets uploaded by bidders.

Note 4: Further, it may kindly be noted that in case there is any discrepancy between the values entered by bidder in the BoQ and that in Complete price sheets uploaded by bidder, then the prices/ rates mentioned in Complete price sheets uploaded by bidder will prevail over the values mentioned in BoQ.

b) Offline Submissions:

The following documents are required to be submitted offline (i.e. offline submissions) to Executive Engineer(E) BSNL Electrical Division III, Telephone Exchange, 2nd floor No 22, Kellys Road, Kellys Chennai in a sealed envelope on or before the date & time of submission of bids or as stipulated in tender document in a sealed envelope. **However, scanned copies of all these documents shall be mandatorily uploaded in Technical Envelope.** The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before(due date & time of opening of tender).

- i) EMD/Bid security (original copy) or certificate claiming exemption (by MSE bidders).
- ii) DD/ Banker's cheque / Online Transaction Reference towards payment of Tender fee or certificate claiming exemption (by MSE bidders)
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.
- iv) Integrity Pact duly signed by bidder (on plain paper, applicable only if tender's estimated value exceeds the threshold of Rs. 10.0 Crores for applicability of Integrity Pact as per letter No.CA/MMT/15-02/2014 dated 16.10.2018).
- v) Self-declaration (on a bidder Company Letter Head) by the authorized signatory stating that no addition/ deletion /corrections have been made in the offline document being submitted as compared to those submitted along with online bid.

Note 5: Please note that the online bid shall be archived unopened/rejected at the bid opening stage, if the **scanned copies** of proof of online payment of Tender Fee/EMD or proof of valid MSE Certificate for claiming exemption of payment of Tender Fee/EMD are not found in the technical

bid part in CPP Portal **and the originals of these are not submitted before bid submission deadline.** Moreover, if the **scanned copies** of Tender Fee/EMD or proof of valid MSE Certificate for claiming exemption are uploaded in the bid but if the original DD/EMBG towards Tender Fee/Bid security (if not paid through e payment) are not received within 5 days of opening of technical bid parts, then the online submitted bids shall be rejected.

4. Payment Terms:

4.1 Payment to the contactors during progress of work will be regulated as below:

- (a) ~~Monthly/~~ Quarterly payment shall be made for satisfactory performed ~~monthly/~~ Quarterly maintenance & operation work. Service Provider shall submit a certificate with each bill that maintenance & operation has been carried out properly and all the testing/drills/servicing/repairing/replacement etc. required during the period have been performed. This certificate must be countersigned by the SDE (E) in charge.
- (b) Service Providers have to raise ~~monthly/~~ Quarterly invoice with all supporting documents.
- (c) Service Provider shall also submit the summary and service report/s of the scheduled preventive maintenance to be carried out in the next month along with preventive maintenance already carried out in the billing month. SDE(E)-in-charge shall verify and counter sign the same.
- (d) ~~For non operation site, the in charge of the Service Provider should visit the RSUs/ other buildings monthly or in specific interval and on call basis and submit the VISIT REPORT FOR SMALL EXCHANGES/ BUILDINGS as per the format attached. The report should be duly signed by building in-charge or his authorized representative and countersigned by the SDE(E) in-charge.~~

4.2 **No payment** will be made for services not maintained satisfactorily at the site. Payment, if made, for such items shall be recovered from subsequent bills or other bills of the Service Provider.

4.3 BSNL shall deduct statutory taxes and duties (if any) from payments due to the Service Provider as per rules of the central/ State Government. The certificate for such deductions shall be issued to the Service Provider by the Accounts Officer concerned.

5. Time line for start of Services:

The timeline to start the service is 15 days from the date of award of work.

6. Duration of Contract (Validity of Tender):

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

SECTION- 3 Part A

SCOPE OF WORK

1. GENERAL

- 1.1 The GSM BTS sites work on round the clock mode, and it requires stable and uninterrupted power supply to the equipment. The Electro-mechanical installations in BTS sites are typically of DG sets / AC units / Fire detection / EI & Fans / Lightening Conductor / Earthing etc. It is proposed to outsource the maintenance of these services in BTS sites for smooth and uninterrupted / need based working and the performance of Outsourced activities are determined by the well-defined SLA Parameters. The scope of work comprises of regular maintenance/preventive maintenance/attending to breakdowns/ repairs of various electrical & mechanical equipment and machines as indicated in the bid document or Schedule of Work.
- 1.2 **Service Hours:** The Contractor's standard hours of service shall be 8 hours a day, 6 days a week throughout the year (i.e. 24x365). The Contractor shall be responsible for 24x365 management of all the systems as per scope of work with services rendered as per Service Level Agreement between utility & Contractor.
- 1.3 The vendor has to maintain a complaint booking facility where the complaint can be booked by the user on 24x7 basis/ working timings as required in the tender. The complaint can be booked by the user over phone/email/WhatsApp/any other electronic means at any point of time. The service provider shall provide complaint docket number. immediately after a complaint is booked. The status of complain docket will available in 24x7 hours basis. **The logbook format to be issued by concerned EE(E). Use of IT tools for complaint booking/acknowledgement is encouraged and BSNL reserves the right to direct the service provided to electronically record/collect complaint/acknowledgement/working status data through QR codes/any other such means. Service provided need to arrange for required tools for the same at no extra cost.**
- ~~1.4 The service provider is at liberty to implement the operation of EM services either by deploying minimum required manpower or by deploying the Automation and remote monitoring systems such that required operations are carried out as per system requirement to meet the availability of power source either through EB supply/ DG , and maintaining the desired Switch room Temp by optimally switching on / off AC units / operating pumps as and when required to maintain sufficient water in storage tanks and also on/off of other services on need basis. The guiding principle for operation of EM services either through engaged operators / system based, is optimal utilization / Availability of required service / meeting the KPI / SLA Parameters / Energy conservation.~~
- 1.5 ~~Apart from the operation,~~ The service provider shall undertake all preventive / breakdown maintenance activities as stated in the Tender document to ensure that the systems are in good working condition and are repaired within the shortest possible time period without affecting the ongoing services. In case of any delay in repairs/ service of faulty equipment, which is likely to affect extending power supply / maintaining the desired Temp in BTS room etc. the service provider shall make alternative arrangements at his own cost.
- 1.6 The Department reserves the right to intervene and take such steps which in its view necessitated due to perceived failure of the service provider to extend required operations / repairs / replacements / preventive maintenance activities etc. in the interest of maintaining the Telecom services in the building.
- ~~1.7 The service provider shall also provide operation services for any other equipment/panels which are added to existing substation/EA sets, additional EA sets, additional transformers etc.,~~

~~1.8 The services included for operation in the schedule of work is indicative. However agency shall also be required to operate other EMS such as pump sets, compound/common area lighting etc., wherever required for which no extra cost will be paid.~~

2 MATERIALS

2.1 Wherever the scope of work includes maintenance of complete installation on comprehensive basis, i.e no material will be supplied by the department. In order to maintain uptime and ensure smooth maintenance the service provider shall store adequate spares/parts in the site.

2.2 Generally, materials needed for maintenance have to be arranged by the Service Provider at his own cost. Materials arranged by Service Provider shall be of makes as per the list of approved makes attached, the materials not available in the approved makes list shall be of good quality of makes (ISI) duly approved by Engineer-in-charge.

2.3 Replacement of defective/damaged material shall be of approved make only.

2.4 Dismantled materials shall be returned to BSNL except those items for which the replacement is supplied by the Service Provider.

2.5 To ensure timely replacement of faulty items, spare material required as per schedule of inventory shall be maintained at nodal station/s. The list of material and their quantities in proportion to the quantum of work involved in the contract and name of station/s will be declared by Engineer-in-charge at the time of commencement of the work.

3.0 TOOLS & PLANTS

3.1 All tools and plants required for carrying out various tasks relevant to operation and maintenance of EMS have to be arranged by Service Provider at his own cost. The following minimum T&P are required to be kept at site(preferably in pump room where operation and maintenance are being done.

Sl. No.	Description of Items	Quantity
1	Crimping machine suitable for 6sqmm. To 300 sqmm. Cable	1 No.
2	Ring and adjustable spanner	1 Set
3	Pipe wrench /hammer	1 Set
4	Chargeable torch	1 No.
5	Test Lamp.	1 No.
6	Clip on meter for measuring Voltage, current (Tong Tester)	1 No.
7	Megger for insulation resistance	1 No.
8	Earth tester for earth resistance	1 No.
9	Required size ladder	1 No.
10	Hand gloves	1 Set

3.2 The Service Provider will provide the persons with necessary Testing and safety equipment.

3.3 The above list is general and any other requirement for smooth maintenance of installation shall be Service Provider's responsibility and shall not claim anything extra on this account.

~~3.4 The Service Provider can either deploy an automotive system at his own cost for Operation and Maintenance of Electro-mechanical services (EMS) such as fault monitoring, detection, and resolving management system to reduce human intervention a system similar to that of Customer Management System (CRM) or use operators to full fill the stated requirements~~

SECTION- 3 Part B
COMMERCIAL AND TECHNICAL

1. In case operators are engaged by service provider, The persons engaged by Service Provider should maintain proper discipline and good behavior with all concerned.
2. The Service Provider shall remove such persons from the site, within 24 hours, whose behavior is found in-disciplined & improper and the Executive Engineer's(E) decision in this regard shall be final.
3. Any damage to the installation(s)/building during the maintenance period due to the carelessness on part of the maintenance staff shall be the responsibility of Service Provider & be replaced/rectified without any extra cost.
4. The Service Provider will provide the persons with necessary T&P, Testing & safety equipment.
5. Any accident or damage during maintenance will be the responsibility of the Service Provider & BSNL will not entertain any claim, compensation, penalty etc. on this account or on account of non-observance of any other requirement of law relevant to his work.
6. Service Provider has to observe all the labour codes, rules & regulation in-force and shall comply with it. The agency shall strictly adhere to the relevant provisions of Social Security Code, 2020, OSH Code (Occupational, Safety, Health and Working Conditions Code) - 2020, Industrial Relations (IR) Code, 2020, Labour Code (Wage Code) – 2019 of government of India.
7. The service providers shall indemnify the purchaser against any clients for non-compliance of labours rule in force. The personnel deputed to site by the service provider shall compulsorily possess EPF/ESI registration and copy of the same shall be furnished to the engineer in charge, while taking over the site for operation &/ or maintenance. As and when the personnel are replaced, the new personnel shall be compulsorily be registered with EPF/ESI. With each of the bill claim, service provider shall furnish a compliance certificate of having observed all the labour law/act provisions.
8. The service provider should ensure that the person engaged by him shall be qualified for operation of substation and EMS available at the site.
9. Dismantled materials shall be returned to the Department except those items for which the replacement is supplied by the Service Provider.
10. The Department reserves the right to carry out any work at the risk and cost of the Service Provider, if the Service Provider fails to perform any duty as per the contract.
11. The Bidder must obtain himself at his own expenses, all the information(s) necessary for the purpose of tendering.
12. The Bidder may inspect the site(s) & acquaint himself with all the local conditions, means of access to work & nature of work etc., No claims shall be entertained on these accounts.
13. The rates quoted must be full & final. Nothing extra is payable other than the quoted rates unless specified.

14. The Service Provider shall not sublet the work. However, services of specialized agencies for specific/specialized work can be arranged through authorized dealers/OEM.
15. The Service Provider shall maintain the installation(s) in such a way as to provide uninterrupted Powersupply and water availability to the campus/building/Residence(s). Service Provider has to attend main units immediately. The decision of EE (E) regarding imposition of penalty as per clauses of section-4 Part F or execution of the work at the risk and cost of the Service Provider shall be final and binding on the Service Provider.
16. The sitting arrangement for the staff engaged by the Service Provider should be arranged by the Service Provider at his own cost. The space & electricity shall be made available by the Department free of cost.
17. The Department reserves the right to terminate the contract by giving notice of one-month duration at any time during the currency of the contract without any financial implication. In such a situation the service provider shall not be entitled to any additional compensation on account of provisions made under this agreement other than the notice period.
18. BSNL shall deduct TDS on part of GST from payment due to the Service Provider as per the rules of the Central / State government. A certificate for such deduction shall be issued to the Service Provider by the Account Officer Concerned. (if applicable).
19. **WITHDRAWAL OF TENDER:** - The Service Providers are advised to submit their tenders carefully as any bidder found to be withdrawing their tender within the validity period or withdraws the tender after acceptance or fails to start the work after award, action as per Clause 12.7 section-4 Part A of the NIT shall be taken against him and he will not be allowed to participate in tender for the same work on further calls for a period of 3 Years.
20. The Service Provider has to keep all the electro-mechanical equipment & site under his maintenance neat and clean to avoid any accident and or fire hazards
21. It is the Service Provider's responsibility to carry out proper maintenance work as per agreement and if more persons are required. It is to be arranged by the Service Provider at no extra cost.
22. Service Provider should have round the clock contact fixed/mobile telephone number(s) at site before award of work. In case of emergency, the Service Provider and his authorized Engineer/Supervisor shall be available at site on short notice from Engineer-in-charge and make all efforts to make the situation normal at the earliest.
23. A complaint book (as Annexed) duly authenticated by SDE(E)/JTO(E) concerned shall be kept up to date at site by the Service Provider and the same shall be available for checking & verification by Engineer in charge and departmental authorities. The telephone number for lodging complaints shall be circulated by SDE(E)/EE(E) to all concerned for maintaining the proper docket system or alternatively system generated log events to be provided by service provider to SDE E / JTO E about the Equipment under his maintenance. Also proper arrangement for escalation of complaints shall be made functional within 15 days of commencement of Contract.
24. The staff deputed at site by the Service Provider shall bear an identity card ~~and uniform on duty.~~

25. After the contract period is over, the Service Provider will have to make arrangement for smooth handing over of comprehensive maintenance and operation of all services/ inventories to the department i.e. SDE(E)/JTO(E) in smooth manner without interruption of entire Electro-Mechanical services within 15 days after award of work to new Service Provider and further handing over by the department to new Service Provider. The Service Provider shall be responsible for any discrepancy vis-à-vis the status of the EMS installations as was handed over to him at the start of the work by him including any modification carried out during the currency of the contract.

26. The Service Provider will submit the self-certified Aadhar Card of the staff, if engaged for day-to-day ~~operation and~~ maintenance of the installation(s). Such documents shall be counter signed by Service Provider also. The Service Provider should also supply three passport size photographs along with details of the staff to the department.

27. The record of all servicing, testing, cleaning, calibration, replacements, repairing, readings, complaints etc. as per above shall be maintained as per direction of Engineer-in-charge without any extra payment.

28. In case, the comprehensive maintenance and operation contract is already in force and on completion of contract, the Service Provider will have to make arrangement for smooth taking over / handing over of all services to the department / other firm.

29. The payment for last two months including SD/PBG shall be released only after successful handing over of the installation to the department/new Service Provider.

30. All the inventories mentioned in the Comprehensive Maintenance contract or the services handed over to Service Provider for maintenance shall be kept in healthy condition all the time. Any components which will not be maintained in healthy condition, recovery will be made as per pro-rata basis, besides other penal recovery on account of unsatisfactory performance including carrying out the work on risk and cost of Service Provider and termination of contract etc. for which decision of Engineer-in-charge will be final and binding.

31. Maintenance/servicing of all the equipment are to be done as and when required in consultation with Engineer-in-charge so as to keep the installation always in healthy condition. A register/record keeping book shall be maintained by the service provider as per the prescribe format.

32. In case of unsatisfactory performance of any equipment during the maintenance period, recovery as per schedule mention in section 9 Part F shall be imposed. The decision of Executive Engineer (Electrical) for imposing penalty shall be final and binding. Unsatisfactory performance of the equipment shall be generally construed as non-availability of desired output from the equipment.

33. The recoveries/penalties for any aspect shall be calculated on monthly basis and shall be submitted along with each bill.

34. The recoveries/penalties on account of poor performance or failure to maintain SLA conditions, shall be done as per the penalty clause.

35. A joint inspection of the building shall be carried out quarterly by SDE(E)/JTO(E) and representative of the Service Provider. Inspection report shall be signed by both the parties and defects notified shall be rectified by the Service Provider within Seven days from such notification of defects.

36. A joint inspection of the building shall be carried out half-yearly by EE(E) and authorized representative of the Service Provider. Inspection report shall be signed by both the parties and defects notified shall be rectified by the Service Provider within Seven days from such notification of defects.

37. Information regarding faults conveyed by E-mail /Logbook//Complaint book/ Whatsapp shall be considered as sufficient means of communication. All necessary action viz. execution of work at the risk and cost of the Service Provider, execution of penalties etc. as per terms & conditions of the agreement may be carried out in follow-up to communication of the same to the Service Provider by SMS / E-mail.

For communication purpose, following details are to be furnished by the Service Provider(vendor): -

a. E-mail ID

b. Mobile No.

38. Any change / addition / deletion / modification in above mentioned contact particulars shall be immediately conveyed by the Service Provider in writing to SDE(E)-in-charge and copy shall be forwarded to the EE(E) during execution of work.

39. PERFORMANCE

~~39.1 This contract aims to ensure that passive infrastructure (DG-set, ACs, EI & Fans, Substation, Fire detection system, extinguisher etc.) of BSNL installations remains in functional condition all the times so as to achieve an overall uptime of > 99.9% in respect of those installation for which only comprehensive maintenance is included in the scope of work and 100% uptime in respect of those installation having comprehensive maintenance & operation.~~

39.2 All the services included in the scope of work/schedule of quantities shall be maintained in such a way that there is no interruption is caused to the Telecom services to the occupants/residential buildings on account of the said EMS.

39.3 In case the Service Provider fails to rectify and attend to the fault as per performance level. BSNL shall be at liberty to impose and recover the amount as per **Section-4 Part F** and get the same carried out at the risk & cost of the original Service Provider. Intimation sent through SMS/WhatsApp/E-mail shall be considered sufficient notice to take action as above. The decision/intimation by EE (E) shall be final.

40 TERMINATION OF CONTRACT

Right is reserved by BSNL for terminating the contract by giving one week notice due to serious default. This includes major break down which result into disruption of communication service or major accident due to negligence on the part of Service Provider or major fire or revenue loss to the BSNL more than 10% of the tendered amount or the cumulative penalties on account of poor performance if exceed to 5% of the tendered amount. In such a case the contract shall be terminated and 10% of the estimated cost or tendered amount, whichever is higher shall be recovered. The decision of Superintending Engineer (Electrical)/Chief Engineer (Electrical) in this regard shall be final and binding.

SECTION-3 Part C

SCHEDULE OF REQUIREMENTS (SOR)

The Schedule of Requirement (SOR) is given below:

Sl. No.	Description of Item	Qty	Unit
1	2	3	4
1	Annual repair Maintenance of Electro Mechanical Services in various NBSNL GSM BTS sites under CENTRAL OA, Chennai (For the period 2024-26) (Recall) As per specification and details of services (Inventory) etc. attached	24	Months

INVENTORY OF BTS SITES TO BE MAINTAINED UNDER CENTRAL OA

1	3022_BESNT_NGR_ASIANHPTL_A	Outdoor	
2	1744-SPENCER_PLAZA_A	Indoor	Exhaust fan
3	1823-MYL_Patel_2P_N_B	Indoor	Exhaust fan
4	1845-RYM_Alum_Cntr_2P_N_A	Indoor	Exhaust fan
5	1763-EGM_Nest_Intl_2P_N_A	Indoor	AC New
6	1793-TPL_KBallupy_2P_N_B	Indoor	Exhaust fan
7	3414_USMANRD_KANCHINILAYAM_A	Indoor	AC New
8	1835_ALWPT_sujataCntr_2P_N_C	Outdoor	
9	3311_NBSNL_INJAMBAKKAM_A	Indoor	AC New
10	1804-TPL_KrishGHous_2P_N_A	Indoor	Exhaust fan
11	1836-TYMPT_MenakshiAp_2P_N_B	Indoor	Exhaust fan
12	1865-TLIGHT_SunPlaza_2P_N_A	Indoor	Exhaust fan
13	1753_EGM_FntnPlaza_2P_N_A	Indoor	Exhaust fan
14	3404_RL_PONDYBZARANANDJWELER_A	Indoor	ACCESS issue
15	1866-GRT_Grand_Htl_2P_N_A	Indoor	Exhaust fan
16	3123_JOURNALIST_COLONY_A	Indoor	Exhaust fan
17	3017_RL_ADYAR_GANDHI_NAGAR_A	Indoor	Exhaust fan
18	1745-Pudupakkam_III_N_C	Indoor	Exhaust fan
19	1805-PycroftsRd_III_N_B	Indoor	Exhaust fan
20	1794_BankofIndia_III_N_A	Indoor	Exhaust fan
21	1806-ROY_Mrkt_III_N_B	Indoor	Turbo
22	1795-TPL_Nagojl_III_N_C	Indoor	Exhaust fan
23	1735_TPL_III_N_B	Indoor	Exhaust fan
24	1814-BalajiNg_III_N_B	Indoor	Exhaust fan
25	1815-ROY_LloydsCly_III_N_C	Indoor	Exhaust fan
26	1846_ROY_SPsannidi_III_N_A	Indoor	Exhaust fan
27	1837-CIT_Cly_III_N_B	Indoor	Exhaust fan
28	1816-MYL_Kwalitywal_III_N_B	Indoor	Exhaust fan
29	1824-MYL_RakiappaSt_III_N_B	Indoor	Exhaust fan
30	1825-Luz_corner_III_N_B	Indoor	Exhaust fan
31	1867-Anna_Arivalayam_III_N_C	Indoor	Exhaust fan
32	3407_TNGR1_MAJESTIC_A	Indoor	Exhaust fan
33	3408_TNGRII_NATARAJPALACE_A	Indoor	Exhaust fan
34	3409_TeyNampet_JVL_PLAZA_C	Indoor	Exhaust fan
35	3056_RL_RAPURAM_LAKSHMIAPT_A	Indoor	Exhaust fan
36	1906-TNg_GRN_Enci_III_N_B	Indoor	Exhaust fan
37	1855-GangaGriha_III_N_B	Indoor	Exhaust fan
38	1775_Apolo_Hosp_III_N_A	Outdoor	
39	1784-CTP_ICMR_III_N_A	Indoor	Exhaust fan
40	1875-RC_Twr_III_N_B	Indoor	Exhaust fan
41	1896_NGM_PalmEst_III_N_B	Indoor	Exhaust fan
42	3005_SANTHOME_B	Indoor	Exhaust fan
43	3016_ADYAR_BRIDGE_B	Indoor	Exhaust fan
44	3121_THIRUVANMIUR1_A	Outdoor	Access Issue
45	3023_THIRUVANMIUR2_C	Indoor	Exhaust fan
46	3003_RL_ST_MARYS_ROAD_A	Indoor	Exhaust fan
47	1897-Mahalingapuram_III_N_A	Indoor	Exhaust fan
48	1868_TYMPT_Fisheries_III_N_B	Indoor	AC Existing
49	3024_RL_ADYAR_INDRA_NAGAR_A	Indoor	Exhaust fan
50	1869-MAM_Telegraph_III_B_A	Indoor	Exhaust fan

51	1708_Aadhikesavapuram_V1_N_B_1	Outdoor	
52	3102_PERUNGUDI_II_A	Indoor	Exhaust fan
53	1856_GMN_ParsenCmplx_3P_N_C	Indoor	Exhaust fan
54	3002_HOTEL_KARPAGAM_B	Indoor	Exhaust fan
55	3452_Saravana_Stores_C	Outdoor	
56	1796-Besant_Rd_3P_N_B	Indoor	Exhaust fan
57	1746-RahejaTwr_3P_N_B	Indoor	Exhaust fan
58	1754-Ethirajsalai_3P_B_B	Indoor	Exhaust fan
59	1755-Montieth_Rd_3P_N_C	Indoor	Exhaust fan
60	3014_RL_ADYAR_GANDHI_NGR_II_A	Outdoor	
61	1817_TPL_Krisnapet_IV_N_B	Outdoor	
62	1766_EGM_PrincePlaza_IV_N_A	Indoor	Exhaust fan
63	1797-TPL_AM_chty_IV_N_B	Indoor	Exhaust fan
64	1756-Pudupet_MM_St_IV_N_A	Indoor	Exhaust fan
65	1847-ROY_Pilot_IV_N_C	Indoor	Exhaust fan
66	1714-CHI_Palli_IV_N_B	Indoor	Exhaust fan
67	1798_TPL_SMSt_IV_N_C_1	Indoor	Exhaust fan
68	1737-TPL_HighRd_IV_N_B	Indoor	
69	1738-ROY_Jam_Bzr_IV_N_B	Indoor	Exhaust fan
70	1767_EGM_Htl_Nalamoni_IV_N_A	Indoor	Exhaust fan
71	1776_TLIGHT_GAALI_IV_N_B	Indoor	Exhaust fan
72	1818-MYL_VM_St_IV_N_B	Indoor	Exhaust fan
73	1838-TYMPT_Sethama_IV_N_B	Indoor	Exhaust fan
74	1870-TYMPT_GunaCmpl_IV_N_B	Indoor	Exhaust fan
75	1777-NGMMelpadi_IV_N_B	Indoor	Exhaust fan
76	1857-TLIGHT_Aziz_IV_N_B	Indoor	Exhaust fan
77	3019_RL_ADYAR_INDRANGR_CANL_A	Outdoor	
78	3401_TNAGAR_VYASAR_ST_B	Indoor	Exhaust fan
79	3055_RL_RK.NAGAR_VN_KOIL_ST_A	Indoor	Exhaust fan
80	1786-CTP_RajambalSt_IV_N_B	Indoor	Exhaust fan
81	3015_GANDHINAGAR_ADYRSIGNAL_B	Outdoor	
82	3322_INJAMBAKKAM_VGP_A	Indoor	Exhaust fan
83	3119_RL_TIRUVANMYUR_SRPTOOL_A	Outdoor	
84	3106_KOTTIVAKKAM_A	Outdoor	
85	3107_PALAVAKKAM_A	Outdoor	
86	3329_SEEVARAM_PERUNGUDI_A	Indoor	Exhaust fan
87	3323_VETTUVANKENI_C	Indoor	Exhaust fan
88	3326_NEELANKARAI_RAJA_NAGAR_A	Indoor	Exhaust fan
89	3104_PERUNGUDI_BADRI_NIWAS_A	Indoor	Exhaust fan
90	3309_SHOLINGANALLUR_WIPRO_A	Indoor	AC New
91	3305_SEMMANCHERY_A	Indoor	Exhaust fan
92	3008_RA_PURAM_CGMP_OFF_A	Indoor	Exhaust fan
93	1769_CMDA_Talamuthu_IV_N_B_6	Indoor	Cooling not Req'd
94	1731_HotelSavera	Outdoor	
95	1858_IBS_IOCL_IV_IUBIPM2_C	Indoor	AC
96	3418_GRT_MICRO_C	Indoor	concrete
97	3421_APOLLO TEYNAMPET_B	Outdoor	
98	3423_IBS_CENTRAL_EXCISE_C	Indoor	concrete
99	1787-ShastriBhavan_IV_N_B	Indoor	Exge
100	3424_KUMARANSILKS_C	Indoor	concrete
101	3031_LASARUSCHURCHRD_B	Indoor	concrete
102	3028_ELLIOTSBEACH_C	Indoor	concrete

103	3127_VALMIKI_NAGAR_C	Indoor	concrete
104	3327_THORAIPAKKAM_TCS_C	Indoor	concrete
105	3033_RL_INDIRA_NAGAR_B	Indoor	concrete
106	3128_KOTTIVAKAM_WATERPALACE_C	Indoor	concrete
107	3419_POTHYS_IBS_MICRO_C	Indoor	concrete
108	1757_TNEB_HQ_IV5_N_C	Indoor	AC
109	1778_CGM_QTRS_IV5_B_C_1	Outdoor	
110	3030_KOTTURPURAM_GSTHSE_C	Indoor	Split Acs
111	3006_KOTTUR_MANOR_C	Indoor	Exhaust fan
112	3430_RL_DURAISAMY_SUBWAY_A	Outdoor	
113	1748-ARD_Polaris_IV5_N_B	Outdoor	
114	3334_Sai Nagar Perungudi_C	Outdoor	
115	3129_Kottivakkam_new_C	Outdoor	
116	1807_ROY_Signal_V1_N_C_1	Outdoor	
117	3130_Kandanchavadi 3_IN_C	Outdoor	
118	3335_Akkarai_RSU_A	Outdoor	
119	3133_Ambetkar_Nagar_B	Outdoor	
120	3134_Kalakshetra Nagar_ADY_C	Outdoor	
121	3046_RL_KasthuribaiNagar_RS_A	Outdoor	
122	3362_Neelangarai_C	Outdoor	
123	1859_Anand_Theatre_V1_N_C	Outdoor	
124	3437_RL_Mylapore_new_V.1_A	outdoor	
125	1779-GRDRd_V1_N_A	Outdoor	Access issue
126	3148_Burma Colony Perungudi_C	Indoor	Exhaust fan
127	3446_South west boagroad_C	Outdoor	
128	3439_Dhandapani St_C	Outdoor	
129	3357_Pallavan Qrts_C	Outdoor	
130	3454_BOAT_CLUB_ROAD_B	Outdoor	
131	1770_EGM_New_V1_N_A_1	Outdoor	
132	1819-TPL_NatesanRd_V1_N_C	Outdoor	
133	1840-MYL_CIT_Qrts_V1_B_B	Indoor	Split Acs
134	1826_MYL_PNK_Grdn_V1_N_B	Outdoor	
135	3040_Mandaiveli_Market_C	Outdoor	
136	3041_MandaveliPakkam_B	Outdoor	
137	1878_NGM_V1_N_C_1	Outdoor	
138	3135_Thiruvalliesan Nagar_B	Outdoor	
139	3049_RL_Venkatswagrhamst_B	Indoor	Exhaust fan
140	1726-TPL_Bigst_V1_N_C	Outdoor	
141	1799-SlumClearance_V1_N_C	Outdoor	
142	3140_Perungudi_New_V 1_C	Indoor	Exhaust fan
143	3052_RK Mutt Road_C	Outdoor	
144	3149_RL_Thiruvanmiyur_LB_Rd_B	Outdoor	
145	1850-LloydsRd_V1_N_C	Outdoor	
146	3042_RL_Kotturpuram_A	Outdoor	
147	1739_TPL_EllisRd_V1_N_C_1	Outdoor	
148	1872_Eldams_Rd_Mrkt_V1_N_C_1	Outdoor	
149	1800-BigStreeet_South_V1_N_B	Outdoor	
150	3048_Santhome Mylapore_B	Outdoor	
151	1880-VKM_V1_N_C	Outdoor	
152	3144_Valmiki Nagar_A	Outdoor	
153	3047_BesantNgrRajajiBhawan_C	Outdoor	
154	1808-MelodyTheatre_V1_N_B	Outdoor	

155	1862_Satyam_V1_B_C	Outdoor	
156	1716_GC_St_V1_B_C	Outdoor	
157	1901-LoyalaColg_V1_RL_N_A	Indoor	Exhaust fan
158	1759-EVK_Sampath_Bldg_V1_N_B	Outdoor	
159	1760_SBI_CircleHous_V1_N_C	Indoor	Cooling not Req'd
160	3336_Navalur_new_C	Outdoor	
161	1828_DG_Police_Off_V1_N_A_1	Outdoor	
162	1873_AndraSocialSaba_V1_B_C	Outdoor	
163	1750_IBS_SundaramFin_V1_N_C	Indoor	Cooling not Req'd
164	1742_Malika_Residency_V1_N_C	Outdoor	
165	3453_GRT_SOUTH_USMAN_ROAD_C	Outdoor	
166	1810_JJR_Nagar_V1_B_B	Indoor	Exhaust fan
167	3058_INDRA_NGR_ADYAR_LINKST_B	Outdoor	
168	1780_TN_CGM_SEC_V1_B_C	Indoor	AB Bldg AC
169	1811_BharathiSalai_V1_N_C	Indoor	Exhaust fan
170	1829_DGP_Off_BeachRd_V1_N_A	Indoor	Exhaust fan
171	3059_PRO_Quarters_B	Outdoor	
172	1863-WhitesRd_V1_N_C	Indoor	Exhaust fan
173	3158_ThiruvannamiyurJayaramST_C	Indoor	Exhaust fan
174	1751_IP_MtRd_BinnyRd_C	Indoor	Exhaust fan
175	407_IP_NGM_SterlingRd_C	Indoor	Exhaust fan
176	3456_KAMALALAYAM_C	Outdoor	
177	1864_IBS_Central excise_IUBIP_C	Indoor	concrete
178	1945_CCC Gopalapuram	Outdoor	
179	3403_CENTRAL EXCISE_C	Indoor	
180	3004_Greenways_Rd_C	Outdoor	
181	5005_Greenways shenbagam_C	Outdoor	
182	5007_Leela Palace_IUBIP_A	Outdoor	
183	1702_CMM_COURT_EGMORE_C	Outdoor	
184	1801_Anna_Arivalayam_Main_C	Outdoor	
185	3445_RL_Vellai Thottam_B	Outdoor	
186	3434_RL_NEW_BOAG_ROAD_A	Outdoor	
187	3425_RL_KAVERI_NGR_SAIDAPET_A	Indoor	Exhaust fan
188	3417_FMTOWER_NANDANAM_A	Indoor	concrete
189	3450_Jones Road-Saidapet_C	Indoor	Turbo
190	1724-Chepauk_PWD_IV_N_A	Indoor	Exhaust fan
191	1729-PWD_V1_N_C	Outdoor	

(The Details in this section are approximate to give an idea of services to be maintained. Any variation on higher or lower side shall deem to be included. However the renderers are advised to inspect the site(s) and make themselves acquainted before quoting)

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS

1.1 "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), Bharat Sanchar Nigam Ltd. (BSNL), Chennai Telephones , Concerned BA / SSA.

1.2 "The Bidder" means the individual or firm who participates in this tender and submits its bid.

1.3 "The Vendor/Service Provider/Bidder" means the individual or firm supplying the goods / services under the contract.

1.4 "The Service" means all the to provide the required for operation and Comprehensive Maintenance of Electro-Mechanical services of Telephone Exchanges to the Purchaser under the contract.

1.5 "The Advance Purchase Order" or "Letter of Intent" means the intention of Purchaser to place the Purchase Order on the bidder.

1.6 "The Work Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Work order shall be deemed as "Contract" appearing in the document.

1.7 "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by referencetherein. The purchase order shall be deemed as "**Contract**" appearing in the document.

1.8 "The Contract Price" means the price payable to the Supplier under the purchase order for the full andproper performance of its contractual obligations.

1.9 "Telecom Service Provider" means any Telecom operator in India, who is licensed by the Departmentof Telecommunications (DOT), Government of India to provide telecom services to the general publicor to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.

1.10 "SSA" means Secondary Switching Areas defined by BSNL (generally comprising of one or more revenue districts).

1.11 "BA" means Business Area comprising of one or more SSA's.

1.12 "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

1.13 "EMS" means Electro Mechanical Service(s) as defined in this contract.

1.14 "CET" means Tender Evaluation Committee as defined in this contract.

2 ELIGIBILITY CONDITIONS:

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

2.2 The Bidder must furnish the documentary evidence to meet the eligibility conditions laid down in general, technical, and financial qualification criteria.

3 COST OF BIDDING

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

4 DOCUMENTS REQUIRED

4.1 The detailed list of services required to be provided by the bidder, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/amendments/addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5 CLARIFICATION OF BID DOCUMENTS

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by email to tender inviting authority as indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives latest upto 3 days from issue of NIT. Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. (Format for submission of queries in Excel sheet only).

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

6 AMENDMENT OF BID DOCUMENTS

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

6.2 The amendments shall be notified in writing by 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 BSNL and these amendments will be binding on them.

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

7 DOCUMENTS COMPRISING THE BID

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

7.1 Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the **clause 2 & 10**.

7.2 Bid Security furnished in accordance with **clause 12**.

7.3 A Clause-by-Clause compliance as per **clause 11.2 & NIL** Deviation statement/ certificate.

7.4 A Bid form and price schedule completed in accordance with clause 8 & 9.

8 BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity, and prices as **per section-9**.

9 BID PRICES – As mentioned in point -1 Sec-1

10 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

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

- a) Valid MSE Certificate, if applicable. If MSE Entrepreneurs happens to be from SC/ST or Women category, proof in this regard also need to be submitted.
- b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
- c) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of this section.
- d) Documentary proof of GST registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ Lol/signing of contract, if declared successful.
- e) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34 or details of near-relatives working in BSNL.
- f) Certificate of Incorporation/Registration.
- g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case maybe. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.

10.2 DOCUMENTARY EVIDENCE FOR FINANCIAL AND TECHNICAL CAPABILITY

- a) The bidder shall furnish audited Annual Reports (if applicable for last three financial years) & IT Returns and a certificate from its bankers to assess its solvency/financial capability to the tune 30% of annual estimated cost of tender.
- b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

11. DOCUMENTS ESTABLISHING CONFORMITY TO BID DOCUMENTS

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

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

A clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Job Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Section-3. (Commercial and Technical) Conditions & Special (Commercial) Conditions, General Conditions (Section- 5 Part A, B) shall not be considered.

12. BID SECURITY / EMD

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

12.2 The MSE bidders are exempted from payment of bid security.

- a) Udyam Registration certificate as per clause 2.2 of Section-1, will have to be attached along with the bid.
- b) The Udyam registration certificate issued by MSE should be valid on the date of opening of tender to prove that they are in Micro or Small Enterprise category.
- c) MSE units are required to submit its monthly production capacity to meet the delivery schedule of tendered item.
- d) If a MSE vendor, duly registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits, is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for **one year** from the date of issue of such order.

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

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

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

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. **24 & 27** of this section.

12.7 The Bid Security or EMD may be forfeited:

a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently;

OR

b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/agreement in accordance with clause 28.

c) The bidder/firm is found to have been already blacklisted by BSNL/DOT/Govt. Org./Govt. Department/PSU/GST Authorities at any stage of tender/supply.

13. PERIOD OF VALIDITY OF BIDS

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

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

14. FORMAT AND SIGNING OF BID

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

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

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

14.3 POWER OF ATTORNEY

(a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of

appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

(b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate. A copy of resolution authorizing the concerned person (issuing PoA) by the Board of Director to execute power of attorney shall be attached.

In case Board resolution is available for authorization in favour of the signatory of bid, then separate PoA on stamp paper, is not required. In this case, signature of authorized signatory for the bid must be attested by Bank.

(c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney. A copy of the Partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.

(d) Attestation of the specimen signatures of authorized signatory (**who issues PoA**) by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

(e) Any individual authorized in writing to execute Contracts or other agreements or commitments or physically sign or digitally sign the bid documents etc. on behalf of the bidder company shall be one of the powers of attorney holders of the bidder company as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of Section-4 Part A of the tender document. The letter of authorization shall be indicated by written power of attorney accompanying the bid.

15. SEALING AND MARKING OF BIDS

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

15.2 The bids are being called under Single Stage Bidding & Two stage opening using two Envelope System.

15.3 The details of sealing & marking of bids in each case is given below:

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

15.4 In Single stage bidding & two envelopes system the bidder shall submit his bid online in two electronic envelopes; (**Refer Section-4 Part C**). The First envelope will be named as **Techno-commercial bid**. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as **per Clause 2 & 10** with Bid Security as per Clause 12. Second envelope will be named as **financial bid** containing Price Schedules as per Section 9 Part B.

15.5 Marking of Tender

a) The offline envelope shall be addressed to the purchaser inviting the tender:

Bharat Sanchar Nigam Limited,
Office of the Executive Engineer (E)
BSNL Electrical Division III
Kellys Telephone Exchange 2nd Floor, Kellys Chennai - 600010

- b) The offline envelope shall bear the name of the tender, the tender number, and the words '**DO NOT OPEN BEFORE' (due date & time).**
- c) The inner and outer offline envelopes (in case of manual tendering process) shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline envelope should be deposited in the tender box provided by tendering authority or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time, would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT toBSNL,at the venue (address is given in Clause 15.2 above). BSNL shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening: O/o Executive Engineer(Electrical) BSNL Electrical Division III, Kellys Telephone exchange, Kellys , Chennai -600010 at specified time & date as stated in NIT. If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on BSNL website, e-tender portal (as the case may be).

15.6 If both the envelopes are not submitted as required at **para 15.1 and 15.2**, the bid shall be rejected.

16 SUBMISSION OF BIDS

16.1 Online Bids must be submitted by the bidders on or before the specified date & time indicated in Clause-12 of Section-I i.e., DNIT.

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

16.3 The bidder shall submit its bid offer against bid documents purchased / downloaded from BSNL website/ e-tender portal for all as per requirement of the Bid Documents.

17 LATE BIDS

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 BSNL.

18 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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 BSNL shall open bids online in presence of representative of bidders, who choose to attend, at time & date specified in Clause 13 of DNIT(Section-1) on due date.

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

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

19.4 Name of envelopes to be opened & information to be read out by Bid Opening Committee (or as displayed by e-tender system).

(i) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e., the techno-commercial bid shall be opened on the date of tender opening given in NIT Thereafter, the CET/TPC will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

(ii) The following information (or as per e-tender system) shall be made available 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 (or as per e-tender system) shall be made available 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.

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

20 CLARIFICATION OF BIDS

20.1 To assist in the examination, evaluation and comparison of bids, 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 outrightly rejected without entertaining further correspondence in this regard.

21 PRELIMINARY EVALUATION

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

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

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

21.4 Prior to the detailed evaluation pursuant to clause 21, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

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

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

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

22.1 BSNL shall evaluate in detail and compare the financial bids of only those bidders, whose techno-commercial bids are determined to be substantially responsive pursuant to clause 21.

22.2 The financial evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the services offered excluding GST which are creditable to BSNL, as per price schedule in **the Section-9 Part B** of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.

22.3 Vendors should furnish the correct HSN/SAC in the price Schedule. If the service provider fails to furnish necessary supporting documents i.e., GST invoices etc. in respect of the Duties/taxes for which ITC is available to BSNL, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

23 CONTACTING BSNL

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

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

24 PLACEMENT OF ORDER

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

24.2 DELETED

25 DELETED

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

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 purchaser's action.

27 ISSUE OF ADVANCE PURCHASE ORDER

27.1 The issue of an Advance Purchase Order (APO)/Advance Work Order (AWO) shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.

27.3 DELETED

27.4 DELETED

28 AWARD OF CONTRACT

28.1 The issue of Purchase order shall constitute the award of contract on the bidder.

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

29 ANNULMENT OF AWARD

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

30 QUALITY ASSURANCE REQUIREMENTS- NOT APPLICABLE

31 REJECTION OF BIDS

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

- a) Clauses 12.1, 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 section4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in 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 violationof tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on theoccasion.

31.4 The in-charge of Bid opening team will mention the number of bids with the name of the

company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

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

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

As per Appendix-1 to Section 4 Part A

33 CLAUSE DELETED.

34 NEAR-RELATIONSHIP CERTIFICATE

34.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the unit (Division) where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company **excluding** Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

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

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

34.4 The format of the certificate is given in Section 6 (B). If, however, there are near relatives of bidders, working in BSNL unit inviting tender, then bidder should declare details (Name, Designation, office where employed and contact mobile numbers).

35 VERIFICATION OF DOCUMENTS AND CERTIFICATES

35.1 The bidder will ensure that all the documents and certificates, including experience/performance and self-certificates submitted by him are correct and genuine before

enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

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

Note for Tender opening Committee:

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

36 SECURITY CLAUSE AS PER LATEST GUIDELINES AND REQUIREMENT

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time as applicable.

Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)

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

	<p>(iv) If <i>detection of default after issue of PO/ WO</i></p>	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However, on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services Including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.</p>
	<p>Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p>	
	<p>Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.</p>	
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threaten 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 delivery 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	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<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</p> <p>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 (based on reports of field units and QA circle).</p> <p>(NOT APPLICABLE)</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</p> <p>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</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle. (NOT APPLICABLE)</p>
6	<p>Submission of claims to BSNL against a Contract</p> <p>(a) for amount already paid by BSNL.</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	<p>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.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
	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	<p>Network Security/ Safety/ Privacy: - If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/</p>	<p>(Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p> <p>(NOT APPLICABLE)</p>

	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.
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:	i) Take action to appoint Arbitrator to adjudicate the dispute
	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.

11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Goods and Service Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods& Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of this tender.		
Note 8:- In case of clash between these guidelines & provision of invited tender, the provision in this tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ CMC /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. EVALUATION

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

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

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

Step III : Selection of Successful Bidder.

1.2 Step I - Responsiveness check of Techno-Commercial Bids

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

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

- a. Bids that are incomplete i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution as per Clause 5, format for disclosure, valid EMD;
- b. Bid not signed by authorized signatory and / or stamped in the manner indicated in this Bid Document;
- c. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Qualification Requirements;
- d. Information not submitted in formats specified in the Bid Document
- e. Bid not providing information/ document to satisfy Qualification Requirements;
- f. Bidder not meeting the criteria mentioned in Clause 4 of Section 1 DNIT of this Document.
- g. A Bidder submitting more than one Bid for the same Cluster;
- h. Bid validity being less than that required as per Clause 13 Section 4A of this Bid Document;
- i. Bid being conditional in nature.
- j. Bid not received (Electronic and offline) by due date and time as specified in Clause 6 of DNIT;
- k. More than one Bidding Company using the credentials of the same Parent /Affiliate;
- l. Bidder delaying in submission of additional information or clarifications sought by BSNL.

m. Bidder makes any misrepresentation of facts.

n. Bid not accompanied by valid EMD.

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

1.3 Step II - Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause4 Section 1 DNIT

1.3.1 After ensuring EMD with respect to its amount and validity; evaluation of Bid will be carried out based on the information furnished by the Bidder as per the prescribed Formats in Section 7 and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause4 of Section 1 DNIT.

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

1.4 Step III – Selection of Successful Bidders

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

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

1.4.3 If the Successful Bidder, to whom the AWO has been issued, does not accept the AWO unconditionally, BSNL reserves the right to annul the award of the Letter of Intent to such Successful Bidder and forfeit EMD (in case of L-1 bidder).

1.4.4 It shall not be binding upon BSNL to accept the lowest bid as successful.

1.4.5 It shall not be obligatory on the part of BSNL to furnish any information or explanation for cause of rejection of Bid or part of the Bid. Notwithstanding anything stated above, BSNL reserves the right to assess the credibility, capability and capacity of the bidders and viability of the Proposal to perform the contract should circumstances warrant such an assessment in the overall interest of BSNL and Bidder shall furnish all other required documents to BSNL.

1.4.6 BSNL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this Bid Document and make its own judgment regarding the interpretation of the same. In this regard BSNL shall have no liability towards any Bidder and no Bidder shall have any recourse to BSNL with respect to the selection process.

1.4.7 BSNL shall evaluate the Bids using the evaluation process specified above, at its sole discretion.

1.4.8 BSNL's decision in this regard shall be final and binding

SECTION- 4 PART C

E-TENDERING INSTRUCTIONS TO BIDDERS

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

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

1. REGISTRATION

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

2. SEARCHING FOR TENDER DOCUMENTS

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

3. PREPARATION OF BIDS

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

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

4. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorizedbid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicatedin the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

0120-4200 462/4001 002/4001 005,

International Bidders are requested to prefix +91 as country code

Email Support:

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

Technical – support-eproc@nic.in Policy Related – cphp-doe@nic.in

For any technical related queries please call at NIC Help Desk Number (between Monday toFriday, 9 AM to 5 PM). CPPP-nic@nic.in +911124305265

SECTION-4 Part D
SPECIAL AND ADDITIONAL CONDITIONS

The Service Provider shall read carefully the following conditions and shall quote accordingly.

1 EARNEST MONEY DEPOSIT:

- 1.1 Validity period:** The validity period of Earnest Money deposit should be kept 30 days beyond the Tender validity i.e. $150+30=180$ days, as the tender validity period is 150 days.
- 1.2 Extension of Validity period:** In case, where the letter of award of work cannot be placed within the validity period of tender, the BSNL can request all Bidders to extend the validity of their respective tenders and the earnest money deposit by a reasonable period. In such cases, extension of validity of earnest money deposit by 30 days beyond the extended validity date of tender should also be asked for. While BSNL can make the request for extension, the Bidder is free to either extend the validity or refuse the request to extend the validity.
- 1.3 Release of Earnest Money Deposit:** Earnest money deposit of all unsuccessful Bidders shall be released within one week of issue of tender acceptance letter to the successful Bidder. Where the BSNL requests the Bidder to extend the validity of the tender beyond the stipulated period given in the tender documents, and the Bidder refuses to extend the validity of his tender, the earnest money deposit of such Bidders shall be returned forthwith.
- 1.4** In case the work is not started by the Service Provider within specified time frame, the full Performance guarantee will be forfeited absolutely.

2 PERFORMANCE GUARANTEE:

- 2.1** The Service Provider is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of Bank Guarantee (of a Nationalized/ Scheduled Bank in a standard format) / CDR/FDR/DD within 15 days from the date of issue of acceptance letter. The EMD of successful Bidder shall be released after receipt of performance guarantee.
- 2.2** The validity period of the performance security in the form of performance bank guarantee shall be Three months from the stipulated date of completion of the work and in the event, the time of completion of the work gets enlarged/ extended, the Service Provider shall get the validity of the performance guarantee extended to cover such enlarged time.
- 2.3** Service Provider has option to deposit performance guarantee in the form of bank guarantee in the prescribed format as per performa 7(B) given under section-7
- 2.4** The Performance guarantee and security deposit shall be released after 03(Three) months of the actual completion of work or along with final bill, whichever is later, only after successful handing over of the installation in healthy condition to the BSNL/new Service Provider in smooth manner without any interruption of entire Electro-Mechanical services.

3 SECURITY DEPOSIT:

In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the Service Provider till the sum along with the sum already deposited as earnest money & Performance Guarantee will amount to security deposit of 10% of the tendered value of the work.

4. OPERATION OF CONTRACT:

4.1 This is tender for work at the Site as mentioned in the name of work.

4.2 After tender is accepted, Agreement will be made in between the EE (E) concerned and the Service Provider on the basis of tender approved.

4.3 Operation of this contract is for bonafide use of BSNL only and is further restricted to only for such works as are authorized by BSNL.

5. STORES AND SAFETY

5.1 All the stores and materials required for the satisfactory completion of the work shall be arranged at site by the Service Provider from his own sources. Lockable space for storing the material may be provided on request. However, safe custody of the material stored at site will be responsibility of the Service Provider till the completion/ handing over of the work.

5.2 Before dispatch to site, the equipment/ component/ materials shall be properly packed so as to afford protection against transit damages and damages against storage in open areas either at transporter's premises or at work site. However, damaged items shall be replaced by the Service Provider as per the direction of Engineer-in-Charge.

6 COORDINATION AT SITE

At the site of work more than one Service Provider may be working. Full co-operation shall be extended to other agencies during progress of work. The work will be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the BSNL engaged in erection as well as to normal routine work.

7 GUARANTEE, MAINTENANCE & DEFECTS LIABILITY AT THE COMPLETION OF CONTRACT:

7.1 On completion of the contract, the Service Provider shall certify and get verified from the Engineer in charge that all equipment/Installations are free from any defect due to defective material and bad workmanship/services and also the equipment/ Installations shall work satisfactorily with performance and efficiencies not less than the rated values corresponding to the life of equipment/ Installations.

7.2 Any equipment/ Installation found defective on verification shall be replaced/ rectified free of cost by the Service Provider. The services of the Service Provider's personnel, if required during this period shall be made available free of cost to the BSNL.

~~7.3 The Service Provider shall depute his representative to the site within 36 hours of notification of defects by the BSNL.~~

7.4 A joint inspection report shall be prepared by the representative of BSNL and the Service Provider regarding the nature of defects and remedial action required. Time schedule for such action shall also be finalized.

7.5 In case, the Service Provider fails to depute his representative within 36 hours of notification of defects or fails to cause remedial measure within reasonable time as decided during joint inspection, the BSNL may proceed to do so at the Service Provider's risk and expenses and without prejudice to any other right of the BSNL to recover such expenses.

8 DATE OF COMPLETION

The work shall be deemed to have been completed after the fulfillment of the following:

8.1 The date of satisfactory completion of the contract including extended period under deviation free from any defect and handed over to Department i.e. SDE(E)/JTO(E) for next contract without any interruption of services.

9 BYE-LAWS, INDEMNITY AGAINST LIABILITIES

9.1 The Service Provider shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and giving/ receiving all necessary notices and keep the Engineer-in-charge informed about the notices issued and received.

9.2 The Service Provider shall indemnify the BSNL against all claim in respect of patent rights, design, trade mark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereon. The Service Provider shall defend all actions arising from such claims and shall himself pay all royalties.

9.3 License fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the Service Provider.

9.4 All liabilities/ penal recoveries on matters arising out of tax / excise/ levies such as incorrect deductions, discrepancies in the filing of returns, revised assessment by the concerned authorities etc. shall be borne by the Service Provider.

9.5 It is Service Provider's liability to follow all safety procedures in accordance with relevant I.S. amended up to date during execution of work at site.

10 TERMINATION OF CONTRACT ON DEATH OF SERVICE PROVIDER: -

10.1 Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the engineer in charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the Service Provider.

10.2 Indulging of contractor in criminal/ anti-social activities and cases under investigation/ charge sheeted by CBI or any other Government agencies etc.;

10.3 If the CBI/ Independent External Monitor (IEM) / Income Tax/ Sales Tax / Central Excise/ Custom Department recommended such a course: Action will be taken as per direction of CBI or concerned department.

11 LIFE EXPIRED / SCRAPPED EMS

The Life Expired (Recommended by Scrapping Committee) / Scrapped (Approved by Competent Authority) any of EMS Assets, which is within the scope of comprehensive O&M work and put in beneficial use of BSNL continuously, such EMS Assets shall also be maintained as per the comprehensive maintenance contract schedule in a proper healthy condition without any excuse on account of being of the same as life expired/scrapped till it finally becomes totally unserviceable after declaration as life expired/ Scrapped / uninstalled at the discretion of the department. Decision in this regard of the Superintending Engineer (E) or Chief Engineer (E) to that effect shall be final & binding on the Service Provider.

~~**12** Wherever HT Sub-station is included in the scope of work, Operation & Maintenance of HT equipment shall have to be carried out under strict supervision of supervisor having valid permit / HT license issued by any State Licensing authority as applicable.~~

~~**13 METHODOLOGY & PROCEDURE FOR ADDITION/DELETION OF EMS SERVICES —**~~

~~**13.1** Any services added/deleted or Unsatisfactory Performance of any Service for more than 7 days shall be paid extra /recovered based on rates derived as per methodology of detailed estimate of the work with tendered % (+/-) above/below abetment on the derived estimated cost of the item in case of conditions as mentioned below.~~

~~**13.2** Any asset is subsequently included in / deleted from the scope of work, having No warranty of Manufacturer / Installer:—~~

~~**a) For Bldg. having Operation & Maintenance:—**~~

~~i) For Operation part: No additional payment / No recovery for Operation.~~

~~ii) For Maintenance part: Additional payment / recovery to be made as per Para No.13.1 above.~~

~~**b) For Bldgs. having Maintenance only:—**~~

~~For Maintenance part Additional payment / recovery to be made as per Para No. 13.1 above.~~

~~**II** Any asset under warranty and not included in the inventory OR subsequently included in the scope of work, having Warranty of Manufacturer / Installer:—~~

~~**a) For Bldg. having Operation & Maintenance:—**~~

~~i) For Operation part: No additional payment to be made.~~

~~ii) For Maintenance part: No Additional payment to be made till warranty expires. Payment to be made after expiry of warranty, as per Para No.13.1 above.~~

~~**b) For Bldgs. having Maintenance only:—**~~

~~For Maintenance part: No Additional payment to be made till warranty expires. Payment to be made after expiry of warranty, as per Para No.13.1 above~~

~~III Mode of Payment, if any asset is under warranty and Included in the inventory:—~~

~~a) For Bldg. having Operation & Maintenance:—~~

~~i) For Operation part: No recovery for operation.~~

~~ii) For Maintenance part: Recovery shall be made as per Para No.13.1 above till warranty expires.~~

~~b) For Bldgs. having Maintenance only:—~~

~~Recovery shall be stopped after expiry of warranty period. No additional payment to be made.~~

SECTION – 4 PART-E

WORK SPECIFICATIONS FOR MAINTENANCE OF EMS IN BTS SITES

GENERAL SPECIFICATIONS

1. The work is to be carried out as per CPWD specifications (Internal/External) and I.E. Rule amended from time to time & Indian Electricity Rules as amended up to date.
2. Good workmanship is an essential requirement to be complied with. The entire work of Manufacture, Fabrication, assembly and installation shall conform to sound engineering practice. Rates quoted shall be inclusive of packing, forwarding, insurance, freight and delivery at site Watched ward of all materials.
3. All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connection as required and all other sundry items which are useful & necessary for proper assembly and efficient working of the various components of the works shall be deemed to have been included in the tender.
4. Following works shall be carried out by the contractor and therefore their cost shall be deemed to be included in their tendered cost.
 - a) The contractor shall be responsible for repairing all damages and restoring the same to their original finish. He shall also remove at his cost all unwanted and waste materials arising out of his work from his site.
 - b) All chases required in connection with the electrical works shall be provided and filled by the Contractor to the original finish.
 - c) Temporary shed if required over the storage space and locking arrangement, watch and ward of the materials shall be provided by firm till completion of the work and final taking over of the installation by the department.
5. The contractor shall employ qualified engineer / supervisor as required and intimate names of Such Persons to the Engineer-in-charge on commencement of work. Failure to employ will attract penalty as per agreement.
6. Termination of all connections on main board, sub main board & distribution boards will be done by Crimping method & nothing extra will be paid on this account.
7. Numbering and sign writing of the entire installation shall be carried out by the contractor as per Instructions of the Engineer-in-charge for which nothing extra shall be paid.
 - a) On completion of installation following tests shall be carried out.
 - b) Polarity test
 - c) Earth continuity test
8. On completion of installation a certificate shall be furnished by the contractor in prescribed Performa, this certificate shall be in addition to the certificate required by local electric Supply Company.

SPLIT/WINDOW AIR CONDITIONERS

Part – I : Scope of Maintenance.

1. Keep all the units in clean and healthy working condition.
2. Attending day to day faults promptly.
3. Carrying out maintenance tasks as mentioned in Part – III.

Part – II : Tasks to be performed within first 30 days.

1. Inspect all the units for proper electrical connection and installation etc. Any shortcoming to be recorded and brought to the notice of Engineer-in-charge.
2. All maintenance documents/ registers shall be opened as per proforma.
3. The agency will familiarize with the installation and inspect the complete system and understand the requirements of installation. Any other relevant aspect which will come in the way of maintenance shall also be brought to the notice of Engineer in Charge
4. Upon successful taking over of the maintenance the agency will be responsible for the equipment and hand over the installation to the new agency in healthy condition after completion of the maintenance. In case the same agency continues for AMC, the agency will carry out these activities as per the prescribed maintenance schedule and will be responsible for rectification of defects and replacements of parts.
5. Prepare an inventory of materials/tools to be kept at site or to be in possession of the maintenance personnel, for prompt maintenance in consultation with Engineer-in-charge. Materials for all the services are to be considered. A tentative requirement of materials that are to be possessed with the
6. Shall collect information like the telephone numbers of the Exchange in charge, JTO(E), SDE(E), EE(E), Fire service, Supply Company, Local Hospitals, Emergency Services etc. and preserve it in the maintenance office
7. Shall intimate the BSNL the list of staff to be employed at the site of work with all relevant particulars.

Part – III : Monthly Maintenance schedule to be followed.

1. Cleaning of filters and condensers
2. Checking of electrical connections
3. Water servicing of WAC/Split AC
4. Check for leakage of condition air
5. Check that fins are clean.
6. Check the window AC control unit.
7. Check for tripping of compressor by thermostat.
8. Check any combing is required in the fins at the back of the unit
9. Periodical maintenance shall be done as per manufacturer's recommendation.
10. When compressor needs replacement the same should be procured from the manufacturer/authorized dealer and necessary documentary proof of replacement with guarantee card should be submitted to the BSNL. At any point of time , if any cut open compressor is detected, it shall be immediately replaced and firm shall be held for poor performance
11. Wherever the compressor carries warranty from the OEM/supplier, agency shall co-ordinate with OEM/Supplier and arrange on their own required actions such as removal, transporting, documentation, pursual, reinstallation, gas charging, commissioning and all connected works on their own cost.

Part – IV : Materials

All materials required for maintenance with the exception of following shall be arranged by the Service Provider at his own cost.

1. Replacement of complete AC unit, Complete Condenser unit, complete cooling coil

However Refrigerant lost during the operation, oil, fan belt, & filter shall be firm's responsibility.

NOTE: - The replacement of material shall be with the same rating and make as that of the original. However, in case of non-availability of a particular make, the Engineer-in-charge will approve the alternate make.

PART –V Special conditions relevant to Particular job/particular site

SERVICING OF WAC/SAC:

For servicing, the WAC unit will be complete draw out from the cabinet & will be cleaned with blower and pressurized water. All fins will be cleaned & gap will be maintained. The bottom will also be properly cleaned and may be painted to avoid corrosion. During this procedure, the blower fan motor will be dismantled and refixed after greasing and oiling. Grill temperature, current rating & CFM will be recorded in service book. Similar procedure as required in SAC will be followed.

Imp Note: - *Rewinded* / Cut compressors, *rewinded* blowers / condenser motors shall not be used in Air conditioners. The faulty compressors, blower / condenser motor shall be replaced with new one

DETAILS TO BE SUPPLIED BEFORE STARTING WORK WITHIN 15 DAYS

- a) The following information to be SUPPLIED WITHIN 15 DAYS of start of work. .

1.	Name of the Agency	
2	Address (of maintenance office)	
3.	Person to contact	
4.	Telephone No.	

- b) Details of staff to be deputed at site: To be furnished to JTO (E) along with qualification and intimation letter to Police on antecedents.

Sl.no	Name & Address	Qualification	Designation	To be stationed at
1.				
2.				
3				
4				

- a) List of T&P
- b) List of Inventory
- c) Test details of the equipments taken over for maintenance and defects discrepancies noticed if any.

ANNEXURE – IV**COMPLAINT / FAULT REGISTER (WHERE OPERATION IS ALSO FORMING PART OF WORK)**

The following information shall be pasted in front cover of the register

Name of work:

Name of contractor:

Agreement No:

Name of Sub-Division:

Station/Exchange/Bldg:

Register Format:

Complaint No. (1)	Date & Time of complaint (FAULT) (2)	Location of fault together with unit No.	Complaint Lodged by / FAULT Observed by (3)	Nature of complaint reported / Fault Observed (4)	Time & Date of attending complaint / Fault vide service report no. (6)	Proposed action to avoid future complaint / Fault (5)	Dated Signature of Firm's Representative (7)	Test Check by SDE/JTO with date (8)	Remarks (9)

WINDOW/SPLIT AC UNITS MAINTENANCE CARD/ SERVICE REPORT FORMAT

WINDOW/SPLIT AC UNITS MAINTENANCE CARD FORMAT (W-1)

FRONT SIDE OF CARD

EQUIPMENT:-

CAPACITY:-

MAKE & SL NO:-

FIRM'S PH NO:-

JTO (E)'S PH NO:-

SDE(E)'S PH NO:-

DATE	TYPE OF MAINTENANCE DONE	SIGN OF MECHANIC / ELECTRICIAN	SIGN OF USER/EXGE STAFF	REMARKS

BACK SIDE OF CARD

DATE	NATURE OF FAULT	REPORTED TO	SIGN OF USER/ XGE INCHARGE	ATTENDED ON	SIGN OF ELECTRICIA N/ MECHANIC	SIGN OF USER/ XGE STAFF

MONTHLY SERVICE REPORT FOR WINDOW/SPLIT TYPE AC UNITS

Service details for the month of _____

Floor		
Location		
Unit type		
Capacity		
Description		
	AC Unit-1	AC Unit-2
Electrical System		
Plug & socket condition (OK/Not ok)		
Current (amps)		
Condition of starting relay (OK)		
Condition of starting capacitor (Ok)		
Tightness of connections (OK)		
Earthing (Tight)		
Condition of starter & stabilizer (working/ Not)		
Condition of remote (Available/ Not Available)(Working/Not Working)		
Control system		
Thermostat(working /Not Working)		
temperature set(degrees)		
Refrigeration System		
Compressor (Working, Any noise)		
Condensor/cooling coil		
Capillary tube(OK/Not Ok)		
Gas leakage (observation)		
Air Circulation System		
Evaporator Fan (Ok/Not)		
Condensor fan(Ok/Not)		
Ventilation & Exhaust		
Filter/condition(Cleaned)		
Drain pipe (any loose connection/ leakage)		
Damper Louvers condition(Firm)		
Overall Condition of the unit (satisfactory/ Not satisfactory)		
Tonnage of AC units(periodicity as per specs)		

Sign of AC mechanic

Sign of SDE/JTO(E)

(To be submitted by the contractor along with the quarterly bill claim)

ABSTRACT OF ACTUAL PERIODICAL MAINTENANCE CARRIED OUT IN THE QUARTER ENDING

Name of contractor: _____.

Agreement No. : _____.

Month:

I. MONTHLY ACTIVITY :(Tick /fill relevant column)

MONTHLY MAINTENANCE ACTIVITY	DONE FOR ALL THE DAYS	NOT DONE FOR MONTHS
---------------------------------	--------------------------	------------------------

II. ANNUAL ACTIVITY :(Tick /fill relevant column)

YEARLY MAINTENANCE ACTIVITY	DONE	NOT DONE
--------------------------------	------	----------

III. FAULTS/ O & M DEFICIENCY DATA:

1. Certified that the data given above are true and is based on the periodical repair/ maintenance work done by us..
2. Certified that we have carried out maintenance properly as per schedule of work and as per terms and condition of the agreement and testing/drills etc. required during the period has been performed.

Contractor/ authorized representative

counter signed by JTO (E)/ SDE (E)

CERTIFICATE TO BE SUBMITTED ALONG WITH EACH BILL

1. CERTIFIED THAT WE HAVE CARRIED OUT THE SCHEDULED AND MAINTENANCE OF AC UNITS COVERED IN THE ABOVE CONTRACT SATISFACTORILY AND THE SERVICES HAVE BEEN UNDER SATISFACTORY WORKING CONDITION EXCEPT THE FOLLOWING DUE TO THE REASONS MENTIONED AGAINST THE RESPECTIVE ITEM:

Sl.No	ITEM/SERVICES	REASONS FOR NON CARRYING OUT

2. CERTIFIED THAT ALL THE BTS SITES ARE IN WORKING CONDITION AND WE HAVE CARRIED OUT THE BREAKDOWN MAINTENANCE SATISFACTORILY EXCEPT THE FOLLOWING SITES DUE TO THE REASONS MENTIONED AGAINST THE SITE:

Sl.No	Name of the BTS Site	Reasons for site down

3. CERTIFIED THAT THE EQUIPMENTS FOR WHICH THE ENERGY EFFICIENCY PARAMETERS HAVE BEEN PRESCRIBED WERE MAINTAINED WITHIN THE PRESCRIBED BENCHMARK.
4. CERTIFIED THAT REQUIRED INVENTORY HAS BEEN REPLENISHED BY US.
5. CERTIFIED THAT EPF FOR THE EMPLOYEES ARE REMITTED WHEREVER APPLICABLE.
6. CERTIFIED THAT WE HAVE COMPLIED WITH PROVISIONS OF MINIMUM WAGES ACT 1948.

SIGNATURE OF CONTRACTOR
(E)/SDE (E)

Counter signed by JTO

SECTION – 4

PART-F

SCHEDULE OF PENALTY

- 1 The Service Provider shall maintain the installation(s) in such a way as to provide uninterrupted Power supply and Air Conditioning to the campus/building(s). Service Provider has to attend the equipment (under comprehensive maintenance) and notify and pursue attending the equipment (under operation) immediately in case of failure or fault.
- 2 The failure of service provider to maintain the performance of Power (EB and DG) / Air Conditioning/Pump/UPS etc. as per the section 4 Part (performance) due to carelessness/negligence/maloperation shall be liable for penalty. This penalty shall be leviable without prejudice to BSNL's right to act under any other clauses of the agreement.
- 3 In case of neither a defect is attended nor any other alternative arrangement is made by the Service Provider at the operational sites, the period of defects shall be reckoned from the moment of occurrence of the fault. At non-operational sites, period of defects shall be reckoned from the moment of communication of defect by SMS (E-mail shall also be sent for record purpose)/ Log Book/ Complaint Book.
- 4 **Penalty/Recovery shall be executed as follows:**

Penalty/Recoveries applicable to the Service Provider on account of failure to maintain due to Service Level Agreement (SLA) terms and conditions shall be as given below:

SERVICE	SERVICE CONDITIONS	PENALTY FOR DEFICIENCY IN SERVICE
Window/ Split AC units maintenance	i) Faults involving the following in the individual units shall be replaced within the time frame failing which penalty shall be imposed. 1. Condenser coil & Evaporator coil leakage other than normal wear and tear in units of more than 6 years –Beyond one month. 2. Compressor replacement –Beyond 3 weeks 3. Blower fan/ motor, Condenser fan/ motor, MCB replacement – Beyond 15 days 4. Others – Beyond one week.	Rs.500/- per day per unit Rs. 500/- per day per unit Rs. 500/- per day per unit Rs. 250/- per day per unit .
Energy efficiency of AC (all types)	iii) Energy efficiency of AC: Shall be within benchmark value. Any reduction will lead to penalty. <i>(Excluding deterioration due to ageing)</i>	Penalty proportionate to additional energy expenditure incurred due to reduced efficiency.
OUTAGE OF POWER TO BTS		
Non availability of power to BTS	Rs.1000/- per day beyond 24 Hours	In case of power issue from supply company, Contractor to take suitable steps including coordination with supply company to restore the power supply.

5 Compensation for Delay in Removal of Defects:

(i) Compensation Quantum in case of non-functioning of equipment but overall performance parameters of the EMS system i.e., Temperature, availability of mains ~~/generator supply, fire protection~~ etc. are within limits then **1% Per Week (Excluding GST) of particular equipment one year maintenance cost duly abated shall be recovered. However, if the same is covered above, the rate mentioned penalty table shall be applicable.**

(ii) In case of non-functioning of equipment and overall performance parameters of the EMS system i.e. Temperature, availability of mains ~~/generator supply, fire protection~~ etc. are also beyond limits then this is without prejudice to BSNL's right to take action under Clause -3.

(iii) In addition to Penal recovery & maintenance cost recovery as per point no.4 (i) & (ii) above for particular equipment, this clause of compensation for delay in removal of defects as mentioned in point no.5(i) &(ii) above shall also be applicable.

6 If the defects are unattended for repair, and rectification then the same shall be get done for repair, rectification at the risk and cost of the Service Provider. No claim whatsoever from the Service Provider shall be entertained on this account.

7 In case of unsatisfactory performance with respect to general specifications, terms and conditions of the agreement etc. during the payment period, then maximum upto 3% (Three Percent) Penalty of Monthly Bill amount (Excluding GST) shall be imposed.

8 However for genuine reasons, which are beyond the scope of the contractor such as immediate non availability of particular spare due to discontinuance of model, delay in approval from government agencies, delay in permission from site owner and delay on the part of supply company in restoring the power etc, the firm shall represent the specific case in writing seeking additional time with due reasons and possible time of completion against which the EE (E) shall sanction/approve additional time as required.

9 Major Break down:

If the BTS has to be shut down or there is a major fire incident or loss to BSNL due to negligence of the Service Provider, then the entire loss shall be recovered from the Service Provider subjected to maximum 10% of the awarded.

SECTION - 5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

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

2. STANDARDS

The good/materials supplied under this contract shall conform to the standards prescribed in the Section-4 Part-D (Work specifications of Operation and Maintenance of EMS).

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

4.1 All suppliers (including MSE bidders) shall furnish performance security to the purchaser for an amount equal to 5 % of the value of Advance Purchase Order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

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

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7B' of this Bid Document.

4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

4.5 The performance security deposit with BSNL will be considered for adjustment against any other statutory levies and any loss to BSNL properties, if any reported, at the time of final conclusion of the contract and final settlement of account.

4.6 In case, it is found that a bidder has submitted a fake/forged bank instrument towards performance security deposit (Say PBG) then actions as per clause 1(a) of Appendix-1 to Section 4 Part-4 shall be applicable.

5 DELETED

6 DELETED

7 DELETED

8 DELETED

9 **DELETED**

10 **DELETED**

11 **PAYMENT TERMS-- Same as Clause 4.0 of Section-2.**

12 **DELETED**

13 **DELETED**

14 **DELETED**

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

15 **DELAYS IN THE SUPPLIER'S PERFORMANCE-Refer Section-2.**

16 **PENALTY – SECTION-4 PART F.**

17 **FORCE MAJEURE**

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

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

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

In case of default in carrying out operation & maintenance or any other obligations as per the terms and conditions of this tender, an action shall be initiated against the contractors as per Section-4, Part-E.

19 **DELETED.**

20 **ARBITRATION**

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

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

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

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

20.4 Neither party shall appoint its serving employee as arbitrator.

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

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

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

20.8 **Fast Track Procedure**

20.8.1 Notwithstanding anything contained in this Act, the parties to an arbitration agreement,

may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

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

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

- a. The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submission filed by the parties without oral hearing;
- b. The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- c. An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- d. The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

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

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

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

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

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

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

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

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

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

21. SET OFF

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

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

22. **DELETED.**

23. **DELETED.**

24. **DELETED.**

25. COURT JURISDICTION

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

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

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

26. General Guidelines:

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

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

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

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

The successful tenderer / contractor shall be solely responsible for payment and compensation under WC Act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and PGM/GM/.SSA shall not be responsible in any manner.

- 2.1 The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the labourer engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident or death of the contractor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained / accepted by the BSNL.
- 2.2 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards/ flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
- 2.3 Contractor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his Labourer in carrying out the work and the same shall be rectified / compensated by the contractor at his own cost.
- 2.4 It will be sole responsibility of the contractor that the personnel deployed for the purpose of maintenance of the external plant with BSNL are to be trained to avoid any mishap, directly or indirectly.
- 2.5 On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and just the program for execution accordingly.
- 2.6 The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work at the cost of the contractor and payment will be settled on prorata Basis.

- 2.7 The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.
- 2.8 The contractor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident-causing injury/death to his workers and Executive Engineer (Elect)/Engineer-in-Charge shall not involve in any manner.
- 2.9 No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the contractor must comply all requirements as per applicable Law/ Acts etc.
- 2.10 The decision of Engineer-in-Charge on any matter connected to this tender is final &binding on bidder.

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. In case of any correction/addition/alteration/omission of the terms & conditions in the tender document, our tender/bid shall be treated as non-responsive and shall be rejected summarily.
3. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....
Signature of Tenderer

Place:
.....

Name of Tenderer

Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the 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.....s/o.....r/o hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit where tender is being submitted or inviting this tender as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of the tenderer
with date and seal

OR

"I.....s/o.....r/o... hereby certify that following of my relative(s) as defined in the tender document is/are employed in BSNL unit inviting this tender, as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Sl. No	Name of the near relative	Designation	Employed in office of	Address	Mobile Number

Signature of the tenderer
with date and seal

6 (C)- Declaration w.r.t. Rule 144 (xi) to GFR 2017

Certificate to be submitted by Bidders (On Company's Letter Head)

Reference 1: BSNL Tender Enquiry No.....issued on

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 6/18/2019-PPD dated 23rd July 2020 and its Clarification dated 24/07/2020.

I, in capacity of authorized signatory of M/s.....(---Name of the company--) having Regd. Office at.....being a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfill all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

**(Name of the authorized
signatory) Signature Designation in
Company Seal / Stamp of Company**
Counter signed by Company Secretary of the Company with seal / stamp

ANNEXURE-A
CLAUSE BY CLAUSE COMPLIANCE

Sl. No	Section No	Details	Remark for compliance (All clauses of this section are complied)
1	1 Part A	Detailed NIT	All clauses of this section are complied
2	2	Tender Information	All Clauses of the Technical specifications and other specifications for tendered items are complied. (Technical literature of the tendered items also to be submitted)
3	3 Part A	Scope of Work	All clauses of this section are complied
4	3 Part B	Technical Specifications/ Requirements	All clauses of this section are complied
5	3 Part C	Schedule of Requirements (SOR)	All clauses of this section are complied
6	4 Part A	General Instructions to Bidders (GIB)	All clauses of this section are complied
7	4 Part B	Special Instructions to Bidders (SIB)	All clauses of this section are complied
8	4 Part C	E-Tendering Instructions to Bidders	All clauses of this section are complied
9	4 Part D	Special and Additional Conditions	All clauses of this section are complied
10	4 Part E	Work Specifications for Operation and Maintenance of EMS	All clauses of this section are complied
11	4 Part F	Schedule of Penalty (SoP)	All clauses of this section are complied
12	5 Part A	General (Commercial) Conditions of Contract (GCC)	All clauses of this section are complied
13	5 Part B	Special (Commercial) Conditions of Contract (SCC)	All clauses of this section are complied
14	6	Undertaking & Declarations	All clauses of this section are complied
15	7	Proforma (s)	All clauses of this section are complied
16	8	Bidder's Profile & Questionnaire.	All clauses of this section are complied
17	9 Part A	Bid Form	All clauses of this section are complied
18	9 Part B	Financial Schedule	All clauses of this section are complied
19	10 Part A	Annexure-1	All clauses of this section are complied
20	10 Part B	Annexure-II	All clauses of this section are complied

Note:

1. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder.

Signature of the Bidder

SECTION -7

PERFORMAS

7(A) 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.....(Hereafter known as the "Validity date") in favour of AO(Cash) BSNL (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.....
.....

Now at the request of the Bidder, weBank.....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 stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the..... 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 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 "**BG Amount**".
3. We undertake to pay to the 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 under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..... 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 thethat the 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 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 or any indulgence by the 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 "BG 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 theunder this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In casedemands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of **"AO (Cash).....,"** payable at New Delhi.
8. E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time through Bank Mandate.
9. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date

(Signature of the Bank
Officer) Rubberstamp
of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

7(B) For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas DGM (MM) BSNL CO, Delhi R/o.....(hereafter referred to as BSNL) has issued an APO No..... Dated/...../20.... awarding the work of..... to M/s.....R/o.....(hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of DGM(MMT) BSNL CO, Delhi of Rs. /- (hereafter referred to as "P.G. Amount") valid up to...../...../20 (hereafter referred to as "ValidityDate").

Now at the request of the Bidder, we Bank..... Branch having.....(Address) and Regd. Office address as..... (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

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

would but for this provision have the effect of relieving or discharging the guarantor.

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

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

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender
No.....in respect of
..... (Item of work) which is due to open on... ..(date)
in the Meeting Room, O/o.....

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

.....

Signature of the

Representative

.....

Name of the Representative

..... Signature

of the alternative Representative

..... Name of the alternative Representative

Above Signatures Attested

Note:

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

SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile &

Questionnaire(To be filled in and

A) Tenderer's Profile submitted by the bidder)

1. Name of the Individual/ Firm:.....
2. Present Correspondence Address.....
.....Telephone
No.....Mobile No.....
3. Address of place of Works/Manufacture
.....
..... TelephoneNo.
..... Mobile No.
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick
the correctchoice): Private limited company.
Is bidder under MSE Category : Yes/No
If MSE, kindly specify the sub category- SC/ST/Women
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/ agreement and
the capacity inwhich he is authorized (in case of partnership/ private Ltd company):
.....
.....
7. Permanent Account No. :.....
8. Details of the Bidder's Bank for effecting e-payments:
(a) Beneficiary Bank Name:.....

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

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

.....

10. GSTN Number to be inserted.

B) Questionnaire

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

If Yes, Give details

.....

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

If Yes, Give details

.....

3. Suggestion for improvement of the tender document.

.....

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From,

.....

.....

Complete address of the purchaser>

<complete address of the Bidder>

.....

.....

.....

.....

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

Ref: Your Tender Enquiry No.dated

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

Dated: day of 2023

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for

and on Address..... behalf of

SECTION-9 PART-B

Financial Schedule

Name of Work:-Annual repair Maintenance of Electro Mechanical Services in various NBSNL GSM BTS sites under CENTRAL OA, Chennai (For the period 2024-26)										
Sl. No	Description of Item	Qty	Rate per unit ex. GST	Unit	Total Amount ex. GST	CGST		SGST		Total Amount i/c GST
						%age	Rate	%age	Rate	
1	2	3	4	5	6	7	8=(6x7)	9	10=(6x9)	11=(6+8+10)
SUB-HEAD - 1 (AMC of Window/ Split AC units)										
1	Comprehensive maintenance of following AC units in various BTS stations as per Annexure by deploying the required technical support and providing specialized manpower as and when required. The scope of work includes arranging required tools and plants etc to keep all services operational as required up to standards, attending breakdown calls, preventive maintenance, periodic servicing and co-ordinating with supplier as per BSNL maintenance scope and conditions etc., complete as required.									
	a) 1.5 TR Window type AC units with Compressor under Warranty	144 Unit Months		Unit month						
	b) 1.5 TR Split type AC units with Compressor under Warranty	240 Unit Months		Unit month						
	Note: 1) The AMC is all inclusive and also requires periodical visits, cleaning etc as per maintenance schedule 2) Wherever the compressor carries warranty from the OEM/supplier, agency shall arrange on their own required action such as removal, transporting, documentation, pursual, reinstallation, gas charging, commissioning and all connected works on thier own cost. 3)For the period when the compressor is sent for warranty, agency shall arrange for running the unit with spare compressor, wherever necessary 4) Delay on the part of OEM shall not be considered as a reason for keeping the AC non-operational. 5)Units under OEM/Supplier warranty shall be taken over after completion of one year warranty period									

Unpriced schedule

SUB-HEAD - II (Repair maintenance of EMS other than AC)										
	Attending breakdown calls and recifying the faults within the time limit as prescribed in the specification by Supplying and fixing/laying the following materials/spares as per site requirement with suitable accessories i/c removing the faulty items /materials/spares, transportation of materials to site and fixing etc as reqd.									
1	4 x 16 sq.mm size Al. Armoured XLPE UG cable in the following manner									
i	Direct in ground	200 mtrs		mtr						
ii	On surface of wall	125 mtrs		mtr						
iii	In existing pipe	100 mtrs		mtr						
iv	In loose looping	150 mtrs		mtr						
2	40mm dia HDPE pipe of 8 Kgf/cm ² in the following manner for cable protection									
i	Direct in ground i/c excavation,refilling and making good the surface	150 mtrs		mtr						
ii	On surface of wall with suitable size clamp	100 mtrs		mtr						
iii	In bitumen/Cement concrete road i/c road cutting and plastering with cement	50 mtrs		mtr						
3	End termination with brass compression gland and aluminium lugs for 4x 16 sq.mm (28 mm) PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.	60 Sets		set						
4	Overhead Servie connection arrnangement with 4 x 16 sq.mm size PVC insulated Al. conductor wire in the following manner									
	i. With 2 runs of stay wire and insulators	150 mtrs		mtr						
	ii. In loose looping/existing pipe	90 mtrs		mtr						

Unpriced schedule

5	40 mm dia 'B' class GI pipe with suitable accessories for supporting OH service connection arrangement by fixing on ground with suitable cement concrete	25 mtrs		mtr						
6	Straight through joint with heat shrinkable kit including ferrules and other jointing materials for 4x16 sq.mm size of PVC insulated and PVC sheathed/XLPE Al. conductor cable of 1.1 KV grade as required.(Make:- BSNL Approved make)	6 nos		each						
7	4 x 10 sq.mm PVC insulated copper wire for interconnections i/c making end termination with suitable size lugs	50 mtrs		mtr						
8	4 x 6 sq.mm PVC insulated copper wire for interconnections i/c making end termination with suitable size lugs	20 mtrs		mtr						
9	63 A Rewirable fuse cutout with base	50 nos		each						
10	Following rating isolator/MCBs in existing DB/Meter box									
i	40 A,Double Pole Isolator	15 nos		each						
ii	63A Four Pole Isolator	15 nos		each						
iii	5 - 32 A 'C' Series Single Pole MCB	75 nos		each						
iv	32 A TP MCB	18 nos		each						
11	Neutral/earth link in existing meter box/DB i/c making connections	36 nos		each						
12	SMC sheet outdoor type service connection board with IP-65 protection of size not less than 520 mm x 420 mm x 190 mm on existing MS angle iron/surface of wall (Make:- SINTEX or SS)	15 nos		each						
13	9 mm thick hylam sheet for meter board including cutting, drilling etc.	5.0 Sq.mtr		S.mtr						
14	Attending and solving minor electrical issues at BTS sites with suitable tools i/c transportation etc.,	60 Jobs		each						

Unpriced schedule

15	Attending and solving minor electrical issues at BTS sites i/c Coordination with TNEB authorities for replacement of energy meter/Cable termination at EB pillar/post with suitable tools i/c transportation etc.,	50 Jobs		each						
16	S/F of folowing size MS Angle arrangenebt suitable for fixing existing EB Meter box with necessary accessories etc as reqd.a)									
a)	40 mm x 5 mm MS flat	30 mtrs		mtr						
b	40 x 40 x 5mm MS Angle	75 mtrs		mtr						
17	Providing & Fixing GI Busbar Arrangement with the following items inside the Shelter for proper earthing including making holes , cutting , making connections etc as reqd.	20 nos		each						
	a) 25mm x 3mm GI Strip (Approx Length - 300mm - 2 Nos)									
	b) Insulator - 2 Nos									
	c) 10mm Bolts & Nuts - 6 Nos									
	// All the above consists of // - 1 Job									
18	S/L of 20 mm dia PVC Pipe for the protection of GI wire Earth wire i/c necessary accessories etc as reqd	60 mtr		mtr						
19	P/F of 300 mm x 300mm size masonary enclosure cover for the existing earth pit to protect the earth pit from damage etc as reqd.	20 Nos		each						
20	S/F of 3 No of 63 A HRC fuses in the existing 63 A SFU including removing the blown out fuses, fixing the new one , testing and commissioning etc as reqd.	10 Nos		each						
21	S/F of PVC Blanking plate suitable for SPMCB slot in the existing DB , including checking of proper fitting etc as reqd	25 Nos		each						
22	Supplying and fixing of 32 , 'C' curve Double pole MCB in the existing MCB DB complete with connections,	5 Nos		each						

	testing and commissioning etc as required.									
23	Supplying and fixing of SMC sheet junction box of size 320x260x165 mm on surface of wall for protection of 4-pole isolator i/c transportation etc., complete as required.	15 Jobs		job						
24	Supplying and fixing of 4 Way - SPN DB complete with connections, testing and commissioning etc as required.	7 nos		each						
25	Supplying and fixing of 32A, 'C' curve Four Pole MCB in the existing MCB DB complete with connections, testing and commissioning etc as required.	15 No		each						
26	Providing and laying earth connection from earth electrode with 6 SWG GI wire in 15mm dia GI pipe from earth electrode including connection with GI thimble excavation and refilling as reqd	150.00 mtr		Mtr						
27	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/submain wiring/ cable as required.	300.00 mtr		Mtr						
28	Rewinding of exhaust fan i/c dismantling, to & fro to workshop and refixing etc., complete as required.	10 Jobs		job						
29	Supplying , Installation Testing and commissioning of 300 mm sweep medium duty exhaust fan including making openings suitable for fixing 300mm exhaust fan, connections, testing, commissioning etc. as required. (Make: BSNL Approved make)	5 nos		each						
30	S/F the Metal clad 3 Pin 20A plug/socket with suitable prefabricated MS enclosure with 1 NO , 20 A C series SPMCB i/c making connections , testing and commissioning etc as reqd	20 Nos		each						
31	Providing and fixing 20A 2pole + earth metal clad plug for the existing W/T AC units i/c giving connections, testing and commissioning etc as reqd	20 Nos		each						

Unpriced schedule

32	Painting the Existing MS Frame structure with one coat i/c removing the rust etc as reqd	50 Job		each						
33	Providing and fixing the gel type synthetic sealing compound all around the existing W/T AC units (outer side of the shelter) i/c providing the necessary foam between the gap/ opening around the unit etc	30 Job		each						
34	S/L of 3 x 2.5 sq.mm size 1.1 KV grade Copper Armoured XLPE UG cable on the existing cable tray etc as reqd	25 mtr		each						
35	End termination with brass compression gland and Copper lugs for 3x 2.5 sq.mm PVC insulated and PVC sheathed / XLPE copper conductor cable of 1.1 KV grade	15 Set		each						
36	Supplying and fixing of SMC sheet junction box of size 530x450x175 mm on surface of wall for protection of 4 Way- TPNDDB i/c transportation etc., complete as required. (Model : GSJB-5345)	10 nos		each						
37	Supplying and fixing 4 way (4 + 12), Double door, horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 volts, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator)	10 nos		each						
38	Supplying and Fixing of 3 phase, 4 Wire - Digital Energy meter inside the Meter Box i/c suitable bolt & nuts, giving connections , testing and commissioning etc reqd (Make : L & T , Model : ER300P-Cat No.WR301BC6D20)	3 nos		each						
Total Amount i/c GST										

Price Schedule- A-I

Declaration by bidder

We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date"

Name of the bidder.....

GST No.(s).....

SECTION-10 PART-A

ANNEXURE - 1

DEED OF INDEMNITY

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

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

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, through the BSNL

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

WHEREAS

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

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfillment of required obligations during contract period.

- b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
- I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
 - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non- compliance of the products/services to the respective specifications.
 - III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

(Authorized Signatory)

Date:.....

Place:.....

<< Name of the Bidder>>

Witness 1:

Witness 2:

SECTION 10 PART B**ANNEXURE-2****CHECK LIST FOR THE BIDDERS**

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

Documents forming part of the bid: -

Sl. No.	DOCUMENTS	Submitted / Not Submitted (If Not Applicable, reason in brief)
1	Cost of the tender document (₹___/-) or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
2	Bid Security in the form of Bank Guarantee for ₹___/- valid up to 180 days from the date of tender opening. Or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
3	Scanned copy of Bid Form in Section-9 Part A duly filled up and signed.	
4	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
5	Scanned copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per Clause no. 14.3 of Section-4 Part A .	
6	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
7	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
8	Scanned copy of Credentials regarding experience as per clause 4.2	
9	Scanned copy of Documents related to financial capabilities of the bidder as per clause 4.3	

10	Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to Clause 11.2 (a) of Section-4 Part A.	
11	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
12	Scanned copy of Near Relationship Certificate as per Section 6 Part (B)	
13	Declaration that the firm is not black listed by GST Authorities agreement as per clause 4.1.2 of Section -1	
14	Letter of Authorization to attend Bid opening event	
15	Valid PAN Card	
16	Valid Goods and Services Tax Registration Certificate(s)	
17	Indemnity as per Clause-4.1.2 of Section -1.	
18	Undertaking and Declaration as per Section-6 Part A duly filled up and signed	
19	Scanned copy of attestation of the specimen signature of the authorized by the Bank as per Clause 14.3 Section -4 Part A.	
20	Bidder's Profile & Questionnaire as per Section-8 duly filled up and signed.	
21	Indemnity Bond as per Annexure-1.	
22	Any other supporting documents asked for in bid document.	
23	Form-1 for Local content	
24	Declaration with respect to Rule 144(xi) of GFR	
25	This Checklist	

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

.....

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

Date:.....