



**BHARAT SANCHAR NIGAM LIMITED**  
 (A Government of India Enterprise)  
 O/o the General Manager Telecom  
 BSNL, Opp. Lady Hydari Park, Barik,  
 Shillong-793001

**E-Tender Notice for Up-keeping and Maintenance including  
 Diesel Transportation, Filling and Rigger Activities of Mobile BTS Sites in  
 Meghalaya BA, NE-I Telecom Circle, Shillong**

**NIT No.:** NE1MGH-19/14(11)/1/2023-CM MGH

**Dt.:**25.04.2023

**Sub:** - Tender document for Up-keeping and Maintenance including Diesel Transportation, Filling and Rigger Activities of Mobile BTS Sites in Meghalaya BA, NE-I Telecom Circle, Shillong

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 5 of Section 1 of detailed NIT.

**AGM (CM)**  
**Mobile No.: 9436769095**  
**E-Mail: iahunlangmdolc@bsnl.co.in**

Bidder

Signature and seal of

**SECTION-1****DETAILED NOTICE INVITINGE-TENDER (DNIT)**

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o the General Manager Telecom

BSNL, Opp. Lady Hydari Park, Barik,

Shillong-793001

On behalf of General Manager, Meghalaya BA, NE-I Telecom Circle, BSNL, Shillong, Digitally Sealed Tenders are invited for out sourcing of **Up-keeping and Maintenance including Diesel Transportation, Filling and Rigger Activities of Mobile BTS Sites of Meghalaya BA, NE-I Telecom Circle, Shillong for a period of 1 Year (extendable by 1 Year).**

Name of BA	Estimated Number of Sites				Estimated Value of work (per year basis) in Rs.	EMD (in INR) @ 2%
	BSNL	NBSNL	IP	Total No. of Sites		
Meghalaya	55	55	81	191	44,15,952.00	88,319.00

**Note:**

1. The above count of sites BA-wise is tentative and likely to vary as and when sites are added or deleted with prior intimation by BSNL during the particular month. The Final count for each BA will be indicated in the work order however subjected to variation of  $\pm 25\%$  of the sites mentioned in the above table.
1. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website <http://www.ne1.bsnl.co.in> or <https://etenders.gov.in/e procure/app>.
- 1.1 The bidders downloading the tender document are required to submit the tender fee of amount **Rs. 2360/-** through DD/Banker's cheque along with their tender bid, failing which the tender bid shall be left archived unopened/rejected. The DD/ banker's cheque shall be drawn from any Nationalized/Scheduled Bank in favour of "**AO (Cash), O/o the GMTD, BSNL, Meghalaya BA, Shillong-793001**" and payable at **Shillong**.

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction / Operations / Maintenance services in Telecom Industry, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for installation and maintenance of BTS, maintenance of GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, installation of Telecom Services etc. MSE bidders claiming exemptions from Tender fee & EMD as per MSME guidelines must also register their UA Mon CPPP and submit proof in this regard along with their bid.

Read, understood, complied &amp; agreed

Signature and seal of Bidder

**2. Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL website [www.ne1.bsnl.co.in](http://www.ne1.bsnl.co.in) from **07/06/2023** onwards. The same tender document shall be made available on e-tender portal <https://etenders.gov.in/e procure/app from 07/06/2023> from **18.00Hrs** onwards for start of online bid submission.

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

**2.2** The Tender document shall not be available for download from e-tender portal on its submission/closing date.

**2.3** SSA/BA wise BTS Site Details can be obtained from AGM (CM), Room No. 116 , O/o The GMTD, BSNL Meghalaya BA, Opp Lady Hydari Park, Barik, Shillong- 793001. Contact Mobile no. 9436769095 ;,email-id: iahunlangmdolc@bsnl.co.in

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

**3.1 General Qualification**

1. The Bidder must be Indian registered Companies under Companies Act 1956 /2013 or a Partnership firm/Proprietorship firm registered in India under applicable Acts.
2. The Bidder must not be black-listed for Telecom business by any Central/State Governments/PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.
3. The Bidder must have a valid PAN & valid registration under GST Act. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/LoI/signing of contract, if declared successful.
4. The Bidder must have to submit certificate to the extent of EPF & ESIC Registration.

**3.2 Technical Qualification**

Bidder should have experience of comprehensive O&M of BTS tower sites as per the scope in section 3, with any of the Telecom Infra Providers/ Telecom service Providers in India during last **5 years** ending last day of month previous to the one in which application are invited, should be either of the following:

❖ Three similar successfully completed works costing amount equal to 40% of the Estimate cost put to tender.

**OR**

❖ Two similar successfully completed works costing amount equal to 60% of the Estimate cost put to tender.

**OR**

❖ One similar successfully completed work costing amount equal to 80% of the Estimate cost put to tender

**NOTE-** Similar work means “comprehensive O&M of BTS tower sites as per the scope in section 3”.

Read, understood, complied & agreed

Signature and seal of Bidder

(Bidders will be required to support claims of their required experience, through certificates issued by any executive with approval of AGM rank officer, in case of PSUs or with approval of Circle Head, in case of private TSPs/IP Providers.)

### 3.3 Financial Qualification

The Bidder must have minimum annual turnover of **30%** of annual estimated cost of tender, during each of the consecutive financial years 2019-20, 2020-21 and 2021-22 from telecom business as mentioned in 3.2 in Technical Qualification. Bidders are required to submit their audited financial statements duly certified by their Chartered Accountant.

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

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

### 4. Bid Security/EMD:

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

- a. Demand Draft/ Banker's cheque drawn in favour of "**AO (Cash), O/o the GMTD, BSNL, Meghalaya BA, Shillong-793001**" and payable at **Shillong**.
- b. Bank Guarantee(s) from a Scheduled Bank in India, drawn in favour of "**AO (Cash), O/o the GMTD, BSNL, Meghalaya BA, Shillong-793001**" which should be valid for **180** days (i.e. one month above the offer/bid validity period) from the tender opening date.
- c. The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction / Operations /Maintenance services in Telecom Industry valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for installation/maintenance of BTS, maintenance of GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc.

5. **Date & Time of Submission of Tender bids:** on or before **11.30Hrs** of **07/07/2023**.

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

6. **Opening of Tender Bids:** At **12:30 Hrs** of **08/07/2023**.

7. **Place of opening of Tender bids:**

7.1 The tenders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Section-4 Part C of Tender document for further instructions.

Read, understood, complied & agreed

Signature and seal of Bidder

8. Tender bids received after due time & date shall not be accepted.
9. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
10. The General Manager Telecom District, BSNL, Meghalaya BA, NE-I Telecom Circle, Shillong reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest bid.
11. The bidder shall furnish a declaration, as per Section 6 (A), in his tender bid that no addition/deletion/corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.
- 11.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 11.2 All documents submitted in the bid offer should be preferably in English/Hindi. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi, the bidder shall attach a translation of the same in English/Hindi, duly attested by the bidder & the translator to be true copy in addition other relevant certificate.
- 11.3 All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.
- 11.4 **The queries in respect of this bid document, if any, can be submitted through Email latest upto 22/07/2023.**

BSNL Contact-1	
BSNL's Contact Person	Smt. I.M.D. Pyrtuh
Telephone & Mobile	9436769095
E-mail ID	iahunlangmdlc@bsnl.co.in
BSNL Contact-2	
BSNL's Contact Person	
Telephone & Mobile	
E-mail ID	

Read, understood, complied & agreed

Signature and seal of Bidder

**SECTION-2**  
**Tender Information**

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

Digitally signed online bids are to be submitted in Single Stage Bidding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.

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

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

**3.** The electronic envelopes will contain documents satisfying the eligibility / Technical & commercial conditions in first envelope called **Techno-commercial** envelope and second envelope called as **Financial-Envelope** containing financial bid/quote.

**a. Techno-commercial** envelope shall contain:-

- 1) Scanned copy of EMD.
- 2) Scanned copy of payment of cost of tender document i.e. tender fee.
- 3) Certificate(s)/Documents in support showing fulfillment of the eligibility criteria(s) stated in Clause 3 of the Detailed NIT.
- 4) Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with Clause 14.3 of Section 4 Part A.(not required in case of Proprietary/partnership firm if the proprietor/partner himself signs the documents) and board resolution in favour of authorized signatory.
- 5) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- 6) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- 7) Attestation of the signature of the authorized signatory, issuing PoA, by Bank.
- 8) Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
- 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) Letter of authorization for attending bid opening event as per Section-7 Part (C).
- 11) No Near-Relationship Certificate duly filled & signed as per Section-6 Part B.
- 12) Undertaking & declaration duly filled & signed as per Section-6 Part A
- 13) Tender/Bid form-Section 9 Part A.
- 14) Checklist of the documents submitted as per Annexure-2.
- 15) Complete digitally signed BID to be uploaded after downloading.
- 16) Valid Trading license as applicable issued by the Khasi Hills Autonomous District Council.

Read, understood, complied & agreed

Signature and seal of Bidder

**b. Financial envelope shall contain:**

- 1) Price Schedule (as per Section 9 Part-B)

**c. Offline Documents:**

The following documents are required to be submitted offline (i.e. **offline submissions**) to AGM (CM), O/o GMTD, BSNL, Meghalaya BA, Opp Lady Hydari Park, Shillong 793001, on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- 1) EMD–Bid security (in original)
- 2) DD/Banker's cheque of Tender fee (in original).
- 3) Power of Attorney in accordance with Clause 14.3 of Section 4 Part A and authorization for executing the power of Attorney if applicable.

**4. Payment terms**

4.1 The bidder should generate a separate Tax invoice for each BA in the zone and submit the invoice (in triplicate) of current month to the officer in-charge of the concerned BA within 15<sup>th</sup> of the following month. Invoice should be submitted along with relevant certificates and other documents. *Bills will not be processed if documents supporting the work done involving preventive maintenance as mentioned in Section 3 part C of the tender document is not submitted along with the invoices, which is to be duly signed by the vendor and concerned representative of BSNL (not below the rank of JTO).*

4.2 Tax Invoices shall be paid through Electronic Clearance Scheme (ECS) only. The Service Provider should submit the mandate form for this purpose along with the Agreement while entering into the Contract.

**Note:-**All statutory taxes and levies as applicable shall be deducted at source before payment.

4.3 Online generated GST payment details of previous month shall be submitted with the invoice(s) for payments.

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

To start the services within a period of 15 days from the issue of PO.

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

Normally contract will be awarded for one year. 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.

Read, understood, complied & agreed

Signature and seal of Bidder

## SECTION-3 PART A

### SCOPE OF WORK

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

- A. BTS & Infrastructure Maintenance for BSNL sites (Excluding IP sites)
- B. BTS & Infrastructure Maintenance for Non-BSNL sites (Excluding IP sites)
- C. BTS Maintenance for Infrastructure Provider (IP) sites
- D. Rigger activities for BSNL-Non BSNL and IP sites
- E. Scope related to Diesel filling in DG Sets and DG operation (Excluding IP sites)

**BSNL sites:      BTS co-located with CFA Exchange site**

**Non BSNL sites: Hired BTS site without exchange site**

**IP sites:           Hired through IP- Infra Providers**

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

- i.       These are the sites housing Mobile site collocated with Telephone Exchange (2G and/or 3G and/or 4G or a combination of them AND Telephone Exchange).
- ii.       **DELETED**
- iii.      Cleaning, security (to the extent of alerting any abnormal observation at the site during visits, intimating police authorities promptly w.r.t. any incident, ensuring functioning of lock & key and upkeep of the site including all equipment, tower surroundings, shelter/OD cabinet, Media equipment, DG etc. This includes bush cutting in the BTS sites/ Exchanges in open areas. All tools & Cleaning material to be provided by the bidder.
- iv.      Exchange/ BTS site cleaning including BTS & Exchange equipment's, Roof Area, Compound Area. Cleaning to be carried out by blower etc. (Equipments for cleaning to be provided by the Vendor)
- v.       All leftover BTS related alarms, if any need to be made functional and to be extended upto OMCR within one month of operation. Equipment required for Alarm Extension to be provided by BSNL.
- vi.      Prompt action on receipt of instructions (by call or by SMS) from concerned officer regarding manual assistance in rectification of alarms/ faults in BTS site/ Exchange, DSLAM, other equipment.
- vii.     The Bidder should ensure that fault is attended even in case of water-logging due to rain etc., the maintenance staff should be provided necessary accessories/gum-boots etc
- viii.    Replacement of the faulty modules with repaired modules as per instructions of Site Incharge
- ix.      In case of BTS/Exchange outages due to card faults of BTSs / NODE-Bs/ e-NodeBs/ Exchange fault, replace the fault items with the spare module/ cards as per instructions of BSNL Site In charge.
- x.       Faulty card/ units of BTS sites and other equipments need to be deposited at designated centre as per requirement and collection of repaired unit. It will be the responsibility of bidder to transport equipment with utmost care and during transportation no cards/units get damaged.
- xi.      In case of BTS/ exchange outages due to card faults of rectifier modules fault of power plant etc, replace the faulty items with the spare module /cards available from normal spare availability location or from nearby sites as directed. The card/module extraction/insertion and transport shall be as per the recommended practice of the OEM/guidance of BSNL.

Read, understood, complied & agreed

Signature and seal of Bidder



- xii.** Any Mini Link/ OFC failure to be intimated to site in charge for prompt restoration of OFC fault, details of visual alarm noticed to be communicated to the maintenance In-charge.
- xiii.** To check Earth Connectivity is available at BTS/ NodeB/ e-NodeBs. All measuring instruments to be provided by the vendor.
- xiv.** Vendor personnel should be provided with photo ID cards by Outsourcing Vendor.
- xv.** The field staff being deployed should be provided with 2 SIMs one of BSNL & other from private TSPs for communication when BTS site is down. The list of same shall be provided at the time of Agreement. In case of any change in staff during the contract, the same shall be updated. BSNL employees too will share their 2 Mobile nos. of BSNL and other TSP
- xvi.** Maintaining EMF related boards and help in providing data for Biennial/Triennial submission of EMF Radiation for Mobile sites. (Bidder shall assist in Biennial/Triennial related activities like getting photograph & uploading to BA CMTS Team etc.).
- xvii.** Assistance in handling of minor store items.
- xviii.** Ensure working of Power plant alarms with OMCR.
- xix.** First line maintenance of power plants, battery and any problem reported (Any problem to be reported within 3hrs.)
- xx.** Bidder to perform Preventive Maintenance activities as per Section 3 part C, and will maintain the register for this activity and will submit the copy of the same duly verified by concerned unit-in- charge along with monthly bill.
- xxi.** Periodically check-up power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site Incharge and Charging of Battery.
- xxii.** Tightening of all nuts/ screws in interconnecting point of power cable from EB panel board to each equipment
- xxiii.** To ensure the power plant/ control card is functioning properly so that battery do not go to deep discharge.
- xxiv.** In case of any Power Plant outages due to fault in control card intimation to be given to Site In charge for attending the same on priority.
- xxv.** The bidder has to supply and maintain a log book in every site/ Exchange. It is the responsibility of the bidder to update the logbook promptly. All the log books get signed by the concerned officer incharge in the first week of next month and submit with the invoice.
- xxvi.** Conducting Battery Backup test with Existing Load at least quarterly & record the same in Log Book.
- xxvii.** Bidder has to provide related testing equipments and necessary conveyance to discharge the functions listed in the tender.
- xxviii.** Air filter cleaning in BTS/ Node B/ e-Node B, every month and entry in log book of site.
- xxix.** Routine check of free cooling systems available at site and DG set and other Equipments i.e. BTS/ Media etc. and record the same in log book as per the periodicity defined for the visit (monthly).Reporting of any alarms/faults/untoward incident to the concerned officer
- xxx.** Monitoring of Power Plant voltage and smooth change over in the absence of electricity.
- xxxi.** To provide assistance under various exchange site activities includes minor civil and electrical works such as repair/replacement of MCB, & Switch, Aviation bulb, EB service cable, armoured AC cable replacement up to DG, repair/replacement of parts of LT panel/ lighting fixtures / smoke & fire alarm system / site earthing/surge protection/ A/C unit etc.

Read,understood,complied&agreed

Signature and seal of Bidder

- xxxii.** Preventive checks and maintenance of Earthing & Lightning Protection systems including periodic checking/correction of these systems to ensure that all equipments are protected against surge/lightning related damages. This includes augmentation of the existing earthing/ lightning system where ever required, replacement of any rusted components, tightening of joints, replacement of lightning damaged components in infra equipments/electrical circuitry including ELCBs/surge protection devices/fuses/cables etc.
- xxxiii.** Maintenance of Tower Aviation light. Bidder to ensure working of Aviation light.
- xxxiv.** Due to heavy dust, temperature of BTS increases and efficiency degrades. Hence, cleaning of all types of BTS/Exchange equipment & other infrastructure need to be carried out. This should be done using proper tools (to be arranged by the bidder) including vacuum cleaner and under supervision.
- xxxv.** Assistance to transmission media team for extension of loop test, observation of alarm indicators, giving reset etc for troubleshooting shall be done. Testing of E1/FE/GE and other media activities from BTS site to BSC /RNC related equipment (looping/ measuring of Optical power) as and when required
- xxxvi.** Periodicity of visit to be at least once in 3 days for BSNL sites
- xxxvii.** Site visit/ inspection/ cleaning activity proof to be provided at least once in a month to Site in charge
- xxxviii.** Report EB failure of sites to concerned EB unit and intimate the docket no: if any, to concerned BSNL official. Constant coordination with Electricity Board/Corporation for restoration of power in consultation with BSNL Site Incharge and after restoration of EB power, ensure proper working of PP/DG.
- xxxix.** BSNL may allocate work of collection of EB bills and submission to the concerned site in charge, submission of EB cheques to EB office from BSNL office, note down the closing electricity meter reading every month in every site and will intimate the same to the field officer along with entry in log book. Abnormal meter reading cases is to be immediately brought to the notice of the Concerned BSNL-in-charge. Electricity Bill collection/ correction (if wrong/ average) and intimation to concerned site in charge. Regarding Replacement of faulty electrical meter case to be immediately reported to the Concerned BSNL-in-charge.
- xl.** Prevent misuse of electricity from the site. Penalty to be imposed if theft/misuse of electricity is detected as assessed by BSNL. This will be over and above the other penalties and will not be subject to capping if any.
- xli.** Sanction from EB/ police authorities to be arranged by the Vendor wherever necessary.
- xlii.** The fire & smoke cum intruder detection systems installed in BTS sites are to be maintained by the bidder for its proper working. Periodic checking for the proper working of these systems and necessary repair/ replacement of faulty units are to be carried out by the bidder. The bidder shall maintain the fire extinguisher of CO2 in all BTS/exchange sites under maintenance.
- xliii.** Routine check and Maintenance of Earth of power plant /BTS/ exchange and record the same in log book.
- xliv.** Watering earth pit and ring earth of the tower.
- xlv.** Battery cell replacement shall be done by the Bidder as & when required. This may involve rearrangement of the cells from other sites. Periodical check-up of power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site In charge and Charging of Battery
- xlvi.** Bidder to deploy the skilled resources for cluster maintenance minimal per 10 sites for better maintenance and fault rectification. These numbers could be fixed by the respective BA/ Circle based on area specific condition.
- xlvii.** In case of any loss or theft of any material/equipment at BTS site, concern person of bidder at BTS site is liable to lodge the DDR (Daily diary register) / FIR within one hour for the same to Police Authority and get CSR from police authorities. Primary responsibility is of bidder, if required BSNL site incharge will extend the help.
- xlviii.** Bidder has to take "Take Over Certificate" of a BTS site along with all hardware /equipment details before commencement of contract from concern site in charge of BSNL
- xliv.** For any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from bidder.

Read, understood, complied & agreed

Signature and seal of Bidder

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

- i.** These are the sites housing only Mobile sites either 2G and/ or 3G and/ or 4G or a combination of them.
- ii.** Cleaning, security (to the extent of alerting any abnormal observation at the site during visits, intimating police authorities promptly w.r.t. any incident, ensuring functioning of lock & key.) and upkeep of the site including all equipment, tower surroundings, shelter/OD cabinet, Media equipment, DG etc. This includes bush cutting in the BTS sites in open areas. All tools & Cleaning material to be provided by the bidder
- iii.** All leftover BTS related alarms, if any need to be made functional and to be extended upto OMCR within one month of operation. Equipment required for Alarm Extension to be provided by BSNL.
- iv.** Prompt action on receipt of instructions (by call or by SMS) from concerned officer regarding manual assistance in rectification of alarms/ faults in site.
- v.** The Bidder should ensure that fault is attended even in case of water-logging due to rain etc., the maintenance staff should be provided necessary accessories/gum-boots etc.
- vi.** The bidder must ensure that the staff attending the BTS site will never engage into any argument with landlords for NBSNL sites. If site technician/security/caretaker refuses to allow access to site during both Normal and odd hours, the staff should immediately report to Site In charge and must not leave site until the Site in-charge gives permission to do so
- vii.** Replacement of the faulty modules with repaired modules as per instructions of Site Incharge
- viii.** In case of BTS outages due to control card faults of BTSs/ NODE-Bs/ e-Node Bs fault, replace the fault items with the spare module/ cards as per instructions of BSNL Site In charge.
- ix.** Faulty card/ unit to be deposited at designated centre as per requirement & collection of repaired unit. (It will be the responsibility of bidder that during transportation no cards/units get damaged).
- x.** In case of BTS outages due to card faults of rectifier modules fault of power plant etc, replace the faulty items with the spare module /cards available from normal spare availability location or from nearby sites as directed. The card/module extraction/insertion and transport shall be as per the recommended practice of the OEM/guidance of BSNL
- xi.** Any Mini Link/ OFC failure to be intimated to site in charge for prompt restoration of OFC fault, details of visual alarm noticed to be communicated to the maintenance In-charge.
- xii.** To check Earth Connectivity is available at BTS/ Node B/ e-Node Bs (All measuring instruments to be provided by the vendor).
- xiii.** Vendor personnel should be provided with photo ID cards by Outsourcing Vendor
- xiv.** The field staff being deployed should be provided with 2 SIMs one of BSNL & other from private TSPs for communication when BTS site is down. The list of same shall be provided at the time of Agreement. In case of any change in staff during the contract, the same shall be updated. BSNL employees too will share their 2 Mobile nos. of BSNL and other TSP
- xv.** Maintaining EMF related boards and help in providing data for Biennial/Triennial submission of EMF Radiation for Mobile sites. (Bidder shall assist in Biennial/Triennial related activities like getting photograph & uploading to BA CMTS Team etc.).
- xvi.** Assistance in handling of minor store items.
- xvii.** Ensure working of Power plant alarms with OMCR.
- xviii.** First line maintenance of power plants, battery and any problem reported (Any problem to be reported within 3 hrs)
- xix.** Bidder to perform Preventive Maintenance activities as per Section 3 part C, and will maintain the register for this activity and will submit the copy of the same duly verified by concerned unit-in- charge along with monthly bill.

Read, understood, complied & agreed

Signature and seal of Bidder

- xx.** Periodically check-up power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site Incharge and Charging of Battery.
- xxi.** Tightening of all nuts/ screws in interconnecting point of power cable from EB panel board to each equipment.
- xxii.** To ensure the control card is functioning properly so that battery do not go to deep discharge.
- xxiii.** In case of any Power Plant outages due to fault in control card intimation to be given to Site In charge for attending the same on priority.
- xxiv.** The bidder has to supply and maintain a log book in every site. It is the responsibility of the bidder to update the logbook promptly. All the log books get signed by the concerned officer in the first week of next month and submit with the invoice
- xxv.** Conducting Battery Backup test with Existing Load at least in quarterly & record the same in Log Book.
- xxvi.** Bidder has to provide related testing equipments& necessary conveyance to discharge the functions listed in the tender.
- xxvii.** Air filter cleaning in BTS/ Node B/ e-Node B, every month and entry in log book of site.
- xxviii.** Routine check of free cooling systems available at site and DG set and other Equipments i.e. BTS/ Media etc. and record the same in log book as per the periodicity defined for the visit (monthly). Reporting of any alarms/faults/untoward incident to the concerned officer.
- xxix.** Monitoring of Power Plant voltage and smooth change over in the absence of electricity.
- xxx.** To provide assistance under various BTS site activities includes minor civil and electrical works such as repair/replacement of MCB, & Switch, Aviation bulb, EB service cable, armoured AC cable replacement up to DG, repair/replacement of parts of LT panel/ lighting fixtures / smoke & fire alarm system / site earthing/ surge protection/ A/C unit etc.
- xxxi.** Preventive checks and maintenance of Earthing& Lightning Protection systems including periodic checking/correction of these systems to ensure that all equipments are protected against surge/lightning related damages. This includes augmentation of the existing earthing/ lightning system where ever required, replacement of any rusted components, tightening of joints, replacement of lightning damaged components in infra equipments/electrical circuitry including ELCBs/surge protection devices/fuses/cables etc
- xxxii.** Maintenance of Tower Aviation light. Bidder to ensure working of Aviation light.
- xxxiii.** Due to heavy dust, temperature of BTS increases and efficiency degrades. Hence, cleaning of all types of BTS equipment & other infrastructure need to be carried out. This should be done using proper tools (to be arranged by the bidder) including vacuum cleaner and under supervision.
- xxxiv.** Assistance to transmission media team for extension of loop test, observation of alarm indicators, giving reset etc for troubleshooting shall be done. Testing of E1/FE/GE and other media activities from BTS site to BSC/ RNC related equipment (looping/ measuring of Optical power) as and when required.
- xxxv.** Periodicity of visit to be once in 5 days for NBSNL sites
- xxxvi.** Site visit/ inspection/ cleaning activity proof to be provided at least once in a month to the Site Incharge
- xxxvii.** Report EB failure of sites to concerned EB unit and intimate the docket no: if any, to concerned BSNL official. Constant Coordination with Electricity Board/ Corporation for restoration of power in consultation with BSNL Site Incharge and after restoration of EB power, ensure proper working of PP/DG.
- xxxviii.** BSNL may allocate work of collection of EB bills and submission to the concerned site in charge, submission of EB cheques to EB office from BSNL office, note down the closing electricity meter reading every month in every site and will intimate the same to the field officer along with entry in log book. Abnormal meter reading cases is to be immediately brought to the notice of the Concerned BSNL-in-charge. Electricity Bill collection/ correction (if wrong/ average) and intimation to concerned site in charge. Regarding Replacement of faulty electrical meter, case to be immediately reported to the Concerned BSNL-in-charge.

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**xxxix.** Prevent misuse of electricity from the site. Penalty to be imposed if theft/misuse of electricity is detected as assessed by BSNL. This will be over and above the other penalties and will not be subject to capping if any

**xl.** Sanction from EB/ police authorities to be arranged by the Vendor wherever necessary

**xli.** The fire & smoke cum intruder detection systems installed in BTS sites are to be maintained by the bidder for its proper working. Periodic checking for the proper working of these systems and necessary repair/replacement of faulty units are to be carried out by the bidder. The bidder shall maintain the fire extinguisher of CO2 in all BTS sites under maintenance.

**xlii.** Routine check and Maintenance of Earth of power plant / BTS and record the same in log book.

**xliii.** Battery cell replacement shall be done by the Bidder as & when required. This may involve rearrangement of the cells from other sites. Periodical check-up of power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site In charge and Charging of Battery

**xliv.** Bidder to deploy the skilled resources for cluster maintenance minimal per 10 sites for better maintenance and fault rectification. These numbers could be fixed by the respective BA/ Circle based on area specific condition

**xlv.** In case of any loss or theft of any material/equipment at BTS site, concern person of bidder at BTS site is liable to lodge the DDR (Daily diary register) / FIR within one hour for the same to Police Authority and get CSR from police authorities. Primary responsibility is of bidder, if required BSNL site incharge will extend the help.

**xlvi.** Bidder has to take "Take Over Certificate" of a BTS site along with all hardware /equipment details before commencement of contract from concern site in charge of BSNL

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

### **3.3. BTS Maintenance for Infrastructure Provider (IP) sites (2G and/or 3G and/or 4G)**

**i.** These are the Infrastructure Providers (IP) sites housing only Mobile sites either 2G and/ or 3G and/ or 4G or a combination of them.

**ii.** All leftover BTS related alarms at IP sites, if any need to be made functional and to be extended upto OMCR within one month of operation. Equipment required for Alarm Extension to be provided by BSNL.

**iii.** Prompt action on receipt of instructions (by call or by SMS) from concerned officer regarding manual assistance in rectification of alarms/ faults in site.

**iv.** The Bidder should ensure that fault is attended even in case of water-logging due to rain etc., the maintenance staff should be provided necessary accessories/gum-boots etc.

**v.** The bidder must ensure that the staff attending the IP site BTS will never engage into any argument with IP site security/caretaker/technician. If site technician/security/caretaker refuses to allow access to site during both Normal and odd hours, the staff should immediately report to Site In charge and must not leave site until the Site in-charge gives permission to do so.

**vi.** Replacement of the faulty modules with repaired modules as per instructions of Site Incharge

**vii.** In case of BTS outages due to card faults of BTSs/ NODE-Bs/ e-Node Bs fault, replace the fault items with the spare module /cards as per instructions of BSNL Site In charge

**viii.** Faulty card/units of BTS sites and other equipments need to be deposited at designated centre as per requirement & collection of repaired unit. It will be the responsibility of bidder that during transportation no cards/unit get damaged.

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- ix.** Any Mini Link/ OFC failure to be intimated to site in charge for prompt restoration of OFC fault, details of visual alarm noticed to be communicated to the maintenance In-charge.
- x.** Air filter cleaning in BTS/ Node B/ e-Node B, every month and entry in log book of site.
- xi.** For prolonged failure of Electricity as intimated by BSNL officer, Coordination for restoration of EB in consultation with IP In charge.
- xii.** To check Earth Connectivity is available at BTS/ Node B/e-Node Bs (All measuring instruments to be provided by the vendor).
- xiii.** Vendor personnel should be provided with photo ID cards by Outsourcing Vendor
- xiv.** The field staff being deployed should be provided with 2 SIMs one of BSNL & other from private TSPs for communication when BTS site is down. The list of same shall be provided at the time of Agreement. In case of any change in staff during the contract, the same shall be updated. BSNL employees too will share their 2 Mobile nos. of BSNL and other TSP.
- xv.** Maintaining EMF related boards and help in providing data for Biennial/Triennial submission of EMF Radiation for Mobile sites. (Bidder shall assist in Biennial/Triennial related activities like getting photograph & uploading to BA CMTS Team etc.).
- xvi.** Assistance in handling of minor store items.
- xvii.** Ensure working of Power plant alarms with OMCR.
- xviii.** First line maintenance of BTS/ media equipment and any problem reported.
- xx.** Bidder to perform Preventive Maintenance activities as per the PM Annexure, will maintain the register for this activity and will submit the copy of the same duly verified by concerned unit-in- charge along with monthly bill.
- xxi.** In case of any Power Plant outages due to fault in control card intimation to be given to Site In charge/ IP incharge for attending the same on priority.
- xxii.** Bidder has to provide related testing equipments and necessary conveyance to discharge the functions listed in the tender.
- xxiii.** Bidder should provide safety shoes, helmets to maintenance staffs as per safety regulations of IPs e.g. ASCEND, INDUS, ATC etc. for attending faults in IP sites
- xxiv.** Routine check of Equipments i.e. BTS/ Media etc. and record the same in log book as per the periodicity defined for the visit (monthly). Reporting of any alarms/faults/untoward incident to the concerned officer.
- xxv.** Periodicity of visit to be atleast once in 2 weeks for IP sites.
- xxvi.** Site visit/ inspection/ cleaning activity proof to be provided at least once in a month to Site Incharge.
- xxvii.** Due to heavy dust, temperature of BTS site increases and efficiency degrades. Hence, cleaning of all types of BTS/media equipment need to be carried out. This should be done using proper tools (to be provided by the bidder) including vacuum cleaner and under supervision.
- xxviii.** Cleaning of the site including BTS OD cabinet & Media equipment etc. All tools & Cleaning material to be provided by the bidder
- xxix.** Assistance to transmission media team for extension of loop test, observation of alarm indicators, giving reset etc for troubleshooting shall be done. Testing of E1/FE/GE and other media activities from BTS site to BSC/RNC related equipment (looping/ measuring of Optical power) as and when required.
- xxx.** For any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from bidder.

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**3.4. Rigger activities for BSNL, Non-BSNL and IP sites**

- i.** Dismantling of Antenna
- ii.** Installation of Antenna
- iii.** Dismantling of Antenna Fixture (for phase/ Space diversity antenna)
- iv.** Fixation of Antenna Fixture (for phase/ Space diversity antenna)
- v.** Height lowering of Phase Diversity Antenna along with fixture
- vi.** Hoisting of RF Cable including connectorisation
- vii.** Removing of RF Cable
- viii.** Installation of Microwave Dish Antenna (Mini Link)
- ix.** Dismantling of Microwave Dish Antenna (Mini Link)
- x.** Microwave Link LOS work including ODU replacement
- xi.** ODU Replacement for Minilink.
- xii.** Re-orientation/ Tilt adjustment of Antenna.
- xiii.** Verification/ Replacement of weather proof tapes to prevent water entry.
- xiv.** Verification/ replacement of connectors/ fittings and removal of VSWR including connectorisation and weather proofing.
- xv.** Assistance in Verification/correction of MW LOS.
- xvi.** Verification/ correction of Lightning Arrestor and its fittings.
- xvii.** Sector addition.
- xviii.** Antenna Changing.
- xix.** Microwave Fault attending.
- xx.** Microwave installation/replacement.
- xxi.** CPRI cable fault attending/replacement.
- xxii.** Feeder/ RF/ OF cable fault attending and replacement.
- xxiii.** 2G/3G/4G booster installation.
- xxiv.** 2G/3G/4G Repeater installations.
- xxv.** Any other related works in Tower.
- xxvi.** Antenna Orientation & Tilt as per requirement for optimization.
- xxvii.** VSWR fault rectification per sector (includes reconnectorisation, jumper cable change & weather proofing) (Handheld VSWR meter to be provided by the Vendor as per requirement)
- xxviii.** Checking & correction of RF cable/ Fiber swap, Antenna at RRH, removal of bird/honey bee/wasp nest.
- xxix.** Hoisting of CIPRI cable to RRH (Base Unit to RX unit on tower), per meter
- xxx.** Connectorization of CIPRI Cable at RRH, per Site
- xxxi.** Hoisting of Power cable to RRH (Base Unit to RX unit on tower), per meter
- xxxii.** Connectorization of Power Cable including boot sealing, at RRH, per Site
- xxxiii.** Running of Earthing Cable with connectorization to RRH, per meter
- xxxiv.** VSWR fault rectification per sector (includes reconnectorization, jumper cable change & weather proofing), at RRH and Antenna ends

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- xxxv.** Hoisting of IF cable with connectorization, per meter
- xxxvi.** RF module dismantling with SFP, per module
- xxxvii.** Fixing of wall mounting fixture, per fixture
- xxxviii.** Installation of RF cable tray for wall mounting Antenna per meter
- xxxix.** Installation of Micro/ Macro BTS Equipment per unit
- xl.** Laying of RF Cable per meter for Micro BTS (50M /site) xli.
- xli.** Installation of Splitter including connectorization
- xlII.** Installation of Patch/Panel/ Omni antenna with connectorization
- xlIII.** RF Repeater Installation including Yagi/ Panel Antenna & RF Cable of 25M
- xliv.** Completion of ordered RF optimization/ rigger activity.
- xlV.** Restoration of Rigger related fault resulting in site fully/ partially down
- xlvi.** RRH replacement (dismantling and installation) in case of faulty one or new one
- xlvii.** RRU link (Link between BBU-RRH link) restoration for RRH sites along with provision to provide the RRU link materials if found damaged).
- xlviii.** If the microwave IDU/ODU IF connector faulty, the bidder is to arrange these IF connectors and replace them
- xlIX.** EGB / IGB fixing.
  - I.** Grounding of feeder cable.
  - II.** Laying of RF jumper cable and Connectorization of jumper cable.
  - III.** Fixing of surge arrestors.
  - IIII.** Heat shrinks joint at Indoor jumper / power cables. liv. Hoisting / de-hoisting of RRH.
  - IV.** Hoisting / de-hoisting of Microwave IF cable from IDU to ODU on tower with connectorization.
  - VI.** Hoisting / de-hoisting of Radio modem ODU with antenna.
  - VII.** De-hoisting CAT (1+1) cable from antenna (ODU) on tower to IDU.
  - VIII.** Alignment of Radio modem antenna at A and B end for link up of the system.
  - IX.** Rigger activities including Hoisting / Dehoisting of all type of RF work
  - X.** Hoisting / Dehoisting of Heavy RF material require supporting workers and may be included in tender.
  - XI.** RRH/RRU attending or replacing antennae required additional man power apart from rigger alone. In present tender we struggled each time arranging additional manpower during replacement of faulty RRU/RRH. Such arrangements should be there in new tender.
  - XII.** Changing of OVP (Over Voltage protection)
  - XIII.** All measuring/ safety materials and proper dedicated transport to be provided by the Vendor, BSNL will not be liable for any claim against any accident/ mishappening occurs while performing any task defined under this tender by the bidder personnel.
  - XIV.** Any other activity with minor modification in RF as per guidance of BSNL
  - XV.** For any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from bidder

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### 3.5. Scope related to Diesel filling and DG operation (Excluding IP sites):

- i.** BSNL has an MOU with oil companies for procurement of diesel from their specified outlets through petro/ fleet cards. Petro/ fleet card will be issued to the vendor or his authorized person & payment will be made directly to the oil companies by BSNL. The bidder(s) shall draw diesel by means of the fleet card/petro- cards under the control of SDE/ SDO. The bidder(s) shall use appropriate vehicles (to be arranged by the bidder) for transportation of diesel from the designated nearest petrol pump to the sites. Any loss/ misuse of the petro/ fleet cards issued to the vendor will be the responsibility of the Vendor. Any such losses will be recovered by BSNL from the vendor by adjusting against the payment due to the service provider or will be recovered from PBG.
- ii.** In the case of any pilferage/ misuse causing loss to BSNL, a penalty of 200% of the loss or as decided by the competent authority of BSNL will be imposed on the bidder. Any reduction in the diesel cost/ loyalty benefits in view of the MOU will be availed by BSNL. It will be the responsibility of the bidder to reconcile the diesel consumption as per actual usage in field with that in petrol/ fleet card account.
- iii.** The diesel filling in specified BTS sites shall be carried out on a periodic basis, including transportation from Petrol Pump. On an average, every site needs diesel filling as and when required. The service provider shall study the alarms extended from the BTS to learn about the power outage and swiftly act to fill the diesel. Hence, the requirement pattern shall be studied by the supplier and fuel filling be designed accordingly, so as to ensure the availability of fuel ensuring 4 hours of back-up.
- iv.** Obtaining a special permit, if any required, from the Motor vehicle department or any other authority for transporting diesel in bulk through motor vehicle shall be the responsibility of the contractor.
- v.** Checking the level of diesel in the DG tank at the time of filling (opening level & closing level) and making necessary entries in the prescribed log book for diesel filling. If there is any kind of dispute regarding the diesel consumption, in that case a joint team of bidder(s) and BSNL will carry out the diesel consumption check on the disputed site and the average checked will be used for both retrospective as well as prospective reimbursements for that sites.
- vi.** BSNL will not be responsible for any delay in payment of invoices or expenses due to any error, incomplete statement or late receipt of the same.
- vii.** The bidder(s) should have technical support to determine and judge the number of electricity units generated by using one litre of diesel fuel. Actual consumption of diesel at site will be verified with the help of CPH, DG HOUR METERS, DG KWH METERS.
- viii.** Pilferage of diesel will lead to severe penalty and recovery from the vendor. Therefore, this is in the interest of both Vendors and BSNL that correct hour meter and KWH Meter readings to ascertain actual consumption shall be exhibited at the site, which will be verified by BSNL, from time to time. Records of these parameters shall invariably be maintained. DG servicing and tuning /maintenance should be done to have the maximum fuel efficiency. However, the frequency of DG shall be maintained to the standard level only.
- ix.** The Average load of the site shall be reviewed based on actual measurement on quarterly basis. The mechanism of testing and determination of average load shall be decided by department.
- x.** Entering DG & Battery voltage readings/status in the BTS site log book
- xi.** Checking the meter reading in the DG run hour meter (opening and closing readings) and Controller logged hours (if available) and making entries of DG run hours in the Prescribed log book.
- xii.** Running of DG sets as and when required at any time of the day or night. Assisting in Diesel filling..Assistance in the handling of minor store items.
- xiii.** During the availability of main electric supply, DGs are not to be run. The operator shall keep the track of drainage of exchange battery voltage and shall start only when the voltage drops to 49 V.
- xiv.** In the event of EB supply failure, operator shall operate DG after verifying the sufficient drainage of Exchange battery voltage. If power is not resumed within two hour, he may stop the EA Set and again allow the exchange battery voltage to drain sufficiently. The same sequence should continue till resumption of power supply

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- xv.** Arranging test run in case, if any dispute arise between the Contractor and the BSNL official concerned.
- xvi.** The fuel utilization reconciliation will be based on CPH based validation with run hr meter count plus DG run readings from OMCR/NOC. As per BTS load and capacity of DG, the average CPH may be taken as 2.2 Liter / Hour for DG Sets up to 15 KVA capacity and 2.7 Litre/ Hour for more than 15KVA capacity. However, this is indicative data and actual CPH may depend on individual make/capacity and will be informed by site incharge.
- xvii.** DG hour meter and KWH meter and AMF panel incorporated in DG to be kept in working condition and any tampering / fault will entail penalty as well as action for recovery of losses to BSNL.
- xviii.** DG battery should be maintained, safeguarded and kept in charged condition at the site so as to start the DG at the time of main supply outage. Life of DG battery is minimum two years. Therefore, if any damage happens to the battery within this period, the agency has to replace it free of cost. At the time of hand over, healthy battery will be provided (approximate used period / manufacturing date will also be indicated).
- xix.** Other than the periodic refilling, whenever there is an emergency requirement based on OMCR low fuel alarm or message given by the concerned officer, refilling shall be arranged within three hours on getting such intimation
- xx.** BSNL may order for Diesel filling for specific site as per requirement. Ordered diesel filling should be done by the Vendor within 24 hours of intimation.
- xxi.** A monthly Site wise statement detailing the opening balance of diesel, diesel filled during the month, closing balance, DG run hours etc shall have to be submitted by the bidder(s) to BSNL.
- xxii.** BSNL reserves the right to incorporate and ask for any other reconciliation / operation report during the currency of tender.
- xxiii.** The service provider/contractor shall ensure that the DG should be run in case of power failure. The agency has to develop a methodology of getting information of power failure and action to start and stop EA Set accordingly. After power failure and as per the battery voltage conditions, the firm shall make arrangements for DG Start and stop in case auto mode operation of DG set is not functional
- xxiv.** A-check of DGs including its test operation, monitoring of fuel/ oil/ coolant level, check leakage if any, test operation of changeover of MSEB/DG supply etc shall be done. All alarms of DG such as Low fuel level, DG on load shall be kept up-to-date for log verifying log book entries.
- xxv.** Proper maintenance of earth I /c watering & checking for healthiness up to DG is to be done, to have a stable power supply EA Set.
- xxvi.** The payment of diesel cost from BSNL will be limited to actual consumption based on log book after applying the ceiling limit based on the consumption computed with Run Hour meter reading and per hour consumption indicated in this tender document, on a which-ever-less basis.
- xxvii.** The payment will be based on logbook entries, but will be limited to monthly consumption based on run hour meter reading and the average consumption in liters/hour for each DG shall be measured along with the BSNL team and jointly signed off soon after any site is added in work order for diesel filling. In general, as per BTS load and capacity of DG, the average CPH may be taken as 2.2 LITRE / HOUR for DG Sets up to 15 KVA capacity and 2.7 Liter/Hour for more than 15KVA capacity. It is to be noted that in no case, hour meter remain non operational for consecutive months
- xxviii.** The bills will be verified, passed & forwarded by BSNL representative based on the consumption in liters / Hour indicated in the tender document. Any extra cost incurred will be the responsibility of the bidder. If the diesel cost through Petro/ fleet card is found to be less than the diesel consumption based on mileage, the bidder will not have any claim for the additional cost.
- xxix.** The sites for which even one instance of diesel filling in the month is not recorded will not be considered for Diesel filling expenses for the said month.

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**xxx.** In the case of MOU with oil companies, BSNL will pay directly to the Oil companies. Any excess usage of Diesel after tallying with log book entries/Run hour meter will be adjusted from bills at the end of every quarter.

**xxxi.** The bidder has to supply and maintain a log book in every site/ Exchange for Diesel filling. It is the responsibility of the bidder to update the logbook promptly on Diesel filling.

**xxxii.** Concerned BSNL officers will periodically verify the logbook entries and put their initials. The bidder has to seal and lock the hour meter in the presence of BSNL representative. Every month the hour meter reading is to be noted by bidder along with the BSNL representative and a consolidated statement along with log book reports is to be submitted by the bidder. Under any circumstances if any of the units like run hour meter is faulty then the diesel filling should be done under the supervision of any of the BSNL officers/ persons authorized by BSNL.

**xxxiii.** If the bidder provider feels that average consumption per hour in that site is to be reviewed due to aging of DG or other factors then a test run can be requested by the bidder to recalculate the Average consumption/hour for that particular site. The test run will be conducted by a joint team consisting of representatives of bidder and BSNL. Once having jointly signed off on CPH, review will not be made for another six months.

**xxxiv.** If any fraudulent activity by the personnel deployed in filling of diesel/ running of DG in Mobile sites is detected by BSNL authorized personnel/officer, then the bidder(s) is liable to pay penalty as assessed by BSNL i.e. the cost of consequential damages to installation(s)/DG set(s) would be deducted at actual, from the bidder's bill. This will be over and above the other penalties and will not be subject to capping if any.

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

### **3.6. DG Set Maintenance Activities**

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

- i.** Make sure there are no fluid leaks
- ii.** Run the generator (typically no-load, automatic transfer switch exercise cycle).
- iii.** Verify that the unit ran and has no alarms or warnings.
- iv.** Ensure adequate fuel levels.
- v.** Ensure that the generator is in "Auto" mode, for automatic startup.
- vi.** Check engine coolant level.
- vii.** Check engine oil level.
- viii.** Check the battery charger.
- ix.** Run the generator (with load, automatic transfer switch exercise cycle).
- x.** Manual assistance in changeover of MSEB/DG supply and attending to minor faults like tripping of switches, manual changeover in AC units, swapping of power plant unit etc.
- xi.** Routine check of DG, Power plant, Battery and Equipments and record the same in log book as per the instructions given in the log book. Reporting of any alarms/ faults/ untoward incident to the concerned officer.
- xii.** Assisting in Diesel filling in the DG Set available at the site.
- xiii.** Check the battery electrolyte level and specific gravity.
- xiv.** Check battery cables and connections.
- xv.** Inspect drive belts.

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- xvi.** Inspect the coolant heater.
- xvii.** Check coolant lines and connections.
- xviii.** Check for oil leaks and inspect lubrication system hoses and connectors.
- xix.** Check for fuel leaks and inspect fuel system hoses and connectors.
- xx.** Inspect the exhaust system, muffler and exhaust pipe.
- xxi.** Check and clean air cleaner units.
- xxii.** Inspect air induction piping and connections.
- xxiii.** Inspect the DC electrical system, control panel and accessories.
- xxiv.** Inspect the AC wiring and accessories.

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## SECTION-3 PART B (PENALTY TERMS)

S.N.	Activity	Time lines for attending/rectification	Penalties (per site)	Severity level	
A	Complete outage	<ul style="list-style-type: none"> <li>Satisfactory support in Site upkeep and prompt action for rectification of alarms/faults in site</li> <li>Replacement of faulty BTS/Mini-Link cards /Rigger activity/PP modules/Cables in case of complete outage.</li> </ul>	<2hrs	No Penalty	Critical
			>2to4<hrs	Rs 30/hr	
			>4to8<hrs	Rs 50/hr	
			>8to12<hrs	Rs 100/hr	
			>12hrs	Rs 200/hr	
B	Partial outage	<ul style="list-style-type: none"> <li>Satisfactory support in Site upkeep and prompt action for rectification of alarms/faults in site</li> <li>Replacement of faulty BTS/Mini-Link cards /Rigger activity/PP modules/Cables in Case of partial outage.(sector down due to VSWR)</li> </ul>	<12hrs	No Penalty	Major
			>12to24<hrs	Rs 20/hr	
			>24hrs	Rs 30/hr	
C	QoS	Attending/rectification the fault related to (rigger activity, VSWR, Tilt, Orientation, Antenna height adjustment, swapping etc.)	<24hrs	No penalty	Major
			>24to48<hrs	Rs 10/hr	
			>48hrs	Rs 30/hr	
D	Alarm	BTS/PP/INFRA related ALARM EXTENSION Upto OMCR, ensure working of alarms	one month of docket booking	No Penalty	Major
			More than one month	Rs 50/day	
		Attending/rectification the fault related to BTS/PP/INFRA related Alarm	<24hrs	No Penalty	
			>24to48<hrs	Rs 10/hr	
			>48hrs	Rs 30/hr	
E	Misc	Faulty card/units to be deposited at designated centre and collect repaired unit	1day	No Penalty	Major
			>1day	Rs 50/day	
		Removal of bird/honeybee/wasp nest, Aviation lamp	7 days of docket booking	No Penalty	
			>7day	Rs 50/day	
		cleaning/bush cutting at site within week per instances per site	7 days of docket booking	No Penalty	
			>7day	Rs 50/day	
		Periodical check-up of PP & battery charging	7 days of docket booking	No Penalty	
			>7day	Rs 50/day	
		Maintaining EMF related boards and help in providing data for Biennial/Triennial submission of EMF Radiation for Mobile sites.	7 days of docket booking	No Penalty	
			>7day	Rs 50/day	
		Ordered Diesel filling	1 day of intimation	No Penalty	
			>1day	Rs 100/day	

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F	DG Operation	Starting of DG set as required/power failure	<3hrs	No penalty	Critical
			>3hrs	Rs. 100/hr	
		Filling of Diesel at the site/exchange resulting in site/exchange being fully/ partially down	<3hrs	No penalty	
			>3to6<hrs	Rs 50/hr	
			>6to12<hrs	Rs 100/hr	
			>12hrs	Rs 200/hr	
G	PM	PM activity as listed in Annexure	Beyond the time line defined in PM Annexure	Rs 100 /week	Minor
H		First line maintenance/reporting	<3hrs	No penalty	Minor
			>3hrs	Rs. 20/Hr	
		Any other single instance of non-completion of ordered activity & single instance of performance deviation as per tender, unless defined in the above penalties	>1 day delay	Rs. 30/day	
General: Performance deviation due to BSNL reasons will be exempted from Penalties					
1	Missing/damage/theft of the card/unit after taking custody of the same from BSNL till deployment in BTS/Equipment will be vendor's responsibility and the actual cost of the card will be recovered from the bill.				
2(i)	Penalties attributable to the bidder will be capped to 20% of the total contracted value for the services of the relevant invoice period. However, if total penalties reaching the capping limit (i.e.20%) consequently for 3 months in such cases the capping limit will be revised to 40% of the invoice and it will be restored back to original 20% when the penalties is below 20% for three consequent months.				
(ii)	If the total penalties reaching the capping limit consecutively for 3Month,BSNL will have the right to terminate the contract of the concerned BA/SSA without any further notice.				
3	If any fraudulent activity by the personnel deployed in filling of diesel in GSM sites or in site Maintenance activities, is detected by BSNL authorized personnel/officer, then the bidder is liable to pay penalty i.e. The cost of consequential damages to any BSNL equipment/installation(s)/DGset(s) would be deducted at actual, from the service provider's bill.This will be over and above the other penalties and will not be subject to capping if any.				

Read,understood,complied&amp;agreed

Signature and seal of Bidder

## SECTION-3 PART C (PREVENTIVE MAINTENANCE)

## Appendix-I (PM checklist)

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

Read, understood, complied &amp; agreed

Signature and seal of Bidder

## Appendix-II

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

Read,understood,complied&amp;agreed

Signature and seal of Bidder



## Appendix-III (General Inspection)

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

Read, understood, complied &amp; agreed

Signature and seal of Bidder

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

**1. DEFINITIONS**

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

**2 ELIGIBILITY CONDITIONS:**

- 2.1** Kindly refer to Clause 3 of Section-1 i.e. detailed NIT.
- 2.2.** Bidder is expected to obtain clearance from Reserve Bank of India, wherever applicable.
- 2.3.** The Bidder must furnish the documentary evidence to meet the eligibility conditions laid down in general, technical, and financial qualification criteria.

**3 COST OF BIDDING**

- 3.1** 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.

Read, understood, complied & agreed

Signature and seal of Bidder

- 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 Fax & by Email (both) 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 7 days from issue of NIT** Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. (Format for submission of queries in Excel sheet only)
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant Clauses of the bid documents.

**6 AMENDMENT OF BID DOCUMENTS**

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

**7 DOCUMENTS COMPRISING THE BID**

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

- a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2&10.
- b) EMD/Bid Security furnished in accordance with Clause 12.
- c) A Bid form and price schedule completed in accordance with Clause 8&9.

Read, understood, complied & agreed

Signature and seal of Bidder

**8 BID FORM**

8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services to be provided along with the prices as per Section-9

9 **BID PRICES** – The bidder has to quote as per the bid form

**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 which ever is required as per eligibility terms and conditions of Bid Documents.**

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category and/or owned by women, proof in this regard also need to be submitted.
- b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1.
- c) Power of Attorney as per Clause 14.3 (a) and (d) of this Section and authorization for executing the power of Attorney as per Clause 14.3 (b) or (c) of this Section.
- d) Documentary proof of GST registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/LoI/signing of contract, if declared successful.
- e) Certificates from all Directors/Partners of the bidder Company/firm stating that none of their near relatives are working in BSNL in accordance with Clause 33 of this Section.
- f) Certificate of incorporation/Registration.
- g) Valid trading License issued by the Khasi Hills Autonomous District Council.
- h) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact telephone numbers of office and residence.

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

- (a) The bidder shall furnish audited Annual Report for last three financial years & IT Returns (i.e. 2019-20, 2020-21 and 2021-22) and a certificate from its bankers to assess its solvency/financial capability **to the tune of 30% of annual estimated cost of tender.**
- (b) The bidder shall furnish documentary evidence about Job capability necessary to perform the contract.

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

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

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

Read, understood, complied & agreed

Signature and seal of Bidder

- (a) A Clause-by- Clause compliance on the Purchaser's Job Specifications and Commercial Conditions demonstrating substantial responsiveness to the Job Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Job Specifications and Commercial Conditions shall be given by the bidder. A bid without Clause-by-Clause compliance of the Scope of Work, Section 3, General (Commercial) 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) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
  - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - c) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits and fails to accept AWO/ LoI & submit required performance security or fails to obey any of the contractual obligations after being awarded work; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 and 12.2 shall be rejected by BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by BSNL pursuant to Clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order (AWO) 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/sites in pursuance to Clause no. 24.4 & 27.3 of this Section.
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
  - b) If the bidder does not accept the AWO and/ or does not submit PBG & sign the contract/agreement in accordance with Clause 28.

Read,understood,complied&agreed

Signature and seal of Bidder

**13. PERIOD OF VALIDITY OF BIDS**

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

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

**14. FORMAT AND SIGNING OF BID**

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

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

**14.3 Power of Attorney**

- a. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- b. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/Body corporate.
- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d. In case, authorized signatory of the bid (i.e. PoA holder) is different than the person who submits the online bids using digital signatures certificate (DSC), then the power of Attorney should also include the name of this person submitting online bids one-tender portal.

**15. SEALING AND MARKING OF BIDS**

15.1 The bid should be submitted as per Clause 3 of Section 2 of tender information.

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

Read, understood, complied & agreed

Signature and seal of Bidder

- The details of sealing & marking of bids in each case is given below:
- b) 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.**
- c) In Single stage bidding & two envelopes system the bidder shall submit this 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.

The Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B.

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

**AGM (CM), Room No: 116, O/o the GMTD, BSNL  
Meghalaya BA, Opp Lady Hydari Park, Barik, Shillong  
793001.**

- b) The offline envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer offline envelopes (in case of manual tendering process) shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline envelope should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time, would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to AGM (CM), Room No. 116 O/o GMTD, BSNL Meghalaya BA, Opp. Lady Hydari Park, Barik, Shillong-793001 (address is given in Clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening: AGM (CM), Room No. 116 O/o GMTD, BSNL Meghalaya BA, Opp. Lady Hydari Park, Shillong-793001 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).

15.3 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 Bids must be submitted online only by the bidders on or before the specified date & time indicated in Clause 5 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 5 in which case all rights and obligations of BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

Read, understood, complied & agreed

Signature and seal of Bidder

**17 LATE BIDS**

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

**18 MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

18.3 Subject to Clause 20, no bid shall be modified subsequent to the dead line for submission of bids.

**19 OPENING OF BIDS BY BSNL**

19.1 BSNL shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 7 of DNIT (Section-1) on due date.

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

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

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

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

**(ii)** In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to AGM (CM), O/o GMTD Meghalaya, BSNL, Barik, Shillong 793001 for retention.

There after the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.

The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders / authorized representatives by sending them a suitable notice.

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

**a)** Name of the Bidder

Read, understood, complied & agreed

Signature and seal of Bidder



- b) Name of the item
  - c) EMD amount & validity and acceptability
  - d) Information in respect of eligibility of the bidder.
  - e) Details of bid modification/withdrawal, if applicable.
- (iv) The following information should be read out at the time of Financial bid opening:-
- a) Name of the Bidder
  - b) Name of the item
  - c) Prices quoted in the bid
  - d) Discount, if offered
  - e) Taxes & levies

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

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

## 20 CLARIFICATION OF BIDS

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

## 21 PRELIMINARY EVALUATION

- 21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to 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. BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

Read, understood, complied & agreed

Signature and seal of Bidder

- 21.5 A bid, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

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

- 22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the services offered excluding GST, as per the price schedule in the Section -9 Part B of the Bid Document after arithmetical correction in the manner laid down in clause 21.2 above.
- 22.3 If two bidders participated in a zone and both quoted same rate Reverse Auction has to be done to find out L1 Bidder.
- 22.4 Vendors should furnish the correct HSN/SAC in the price Schedule. If the supplier fails to furnish necessary supporting documents i.e. GST invoices etc. in respect of the Duties/taxes for which ITC is available to BSNL, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

## **23 CONTACTING BSNL**

- 23.1 Subject to 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 BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **24 PLACEMENT/SPLITTING OF ORDER**

- a) BSNL shall consider placement of orders on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose Services have been approved / validated by the Purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- b) In order to ensure minimum two service providers in the zone, the successful bidder shall be awarded either of the two BA of their choice and the L2 bidder shall be awarded the remaining BA at L1 prices. In case the L2 bidder is not willing to accept the work at L1 rates, the work shall be offered to L3 and so on. In case no other bidder is willing to work at L1 rates, the CGMT reserve the right to offer the SSA to L1 or to make any alternative arrangement.

Read, understood, complied & agreed

Signature and seal of Bidder

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

- 25.1. The Final count for each BA will be indicated in the work order subject to variation of  $\pm$  25% of the sites mentioned in this tender document. The count of sites to be outsourced BA-wise is tentative and likely to vary as and when sites are added or deleted with prior intimation by BSNL during the particular month.
- 25.2. The CGM reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work. The Service Provider should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the contract work will be got done from some other agency at the cost of the Service Provider and payment will be settled on pro rate Basis.
- 25.3. The decision of CGM on any matter connected to this tender is final binding.

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

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

**27 ISSUE OF ADVANCE WORK ORDER**

- 27.1. The issue of an Advance Work Order shall constitute the intention of BSNL to enter into contract with the bidder.
- 27.2. The bidder shall within 14 days of issue of the advance work order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.
- 27.3. L-1 bidder may be issued Advanced Work Order (AWO) in two stages. The first AWO shall be issued for L-1 quantity as defined in Clause above. The second AWO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24 of Section 4 Part A.
- 27.4. In the event of withdrawal of AWO/LoI, subsequent claim of bidder for placement of Work Order/signing of contract, shall not be entertained by this office.

**28 SIGNING OF CONTRACT**

- 28.1 The issue of Work Order (WO) shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to Clause 27 of this Section, the Purchaser shall discharge the bid security in pursuant to Clause 12 of this Section, 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 nos. 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 BSNL may make the award to any other bidder on its discretion or call for new bids.

Read, understood, complied & agreed

Signature and seal of Bidder

**30 QUALITY ASSURANCE (QA) REQUIREMENTS– This Clause is 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 & 13.1 of Section-4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clause 12.1 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
  - b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per Clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of Section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
  - c) Clause 11.2 (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. –This Clause is Not Applicable
  - 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-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of work order against the instant tender.

Read, understood, complied & agreed

Signature and seal of Bidder

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 units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

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

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife(daughter in law), Daughter(s) and daughter's husband(son in law), brother(s) and brother's wife, sister(s) and sister's husband(brother in law).

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

**35 VERIFICATION OF DOCUMENTS AND CERTIFICATES**

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

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

Read,understood,complied&agreed

Signature and seal of Bidder

**Note for Tender opening Committee:**

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

36

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

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

## Appendix-1 to Section 4 Part A

S. No.	Defaults of the bidder/vendor.	Action to be taken
A	B	C
1(a)	Submitting fake/forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the bidder for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/Short Closure of WO, if issued. This implies non-acceptance of further work & services except to make the already received complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/or EMD.	
	b) Certificate for claiming exemption in respect of tender fee and/or EMD;	
	And detection of default at any stage from receipt of bids till award of AWO/issue of WO.	
	<b>Note1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
	<b>Note2:</b> Payment for already received completed work shall be made as per terms & conditions of WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax department setc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender:	
	(i) If detection of default is prior to award of AWO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of AWO but before receipt of PG/SD (DD, BG etc.)	i) Cancellation of AWO, ii) Rejection of Bid & iii) Forfeiture of EMD.

Read, understood, complied &amp; agreed

Signature and seal of Bidder

S. No.	Defaults of the bidder/vendor.	Action to be taken
1(b) cont d.	(iii)If <i>detection of default after receipt of PG/SD (DD, BG etc.)</i> .	i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv)If <i>detection of default after issue of WO</i>	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	<b>Note3:-</b> However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	<b>Note4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/coercive means viz. Physical /Verbal means to threatens BSNL Executive/ employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following:	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a)Obstructing functioning of tender opening executives of BSNL in receipt/opening of tender bids from prospective Bidders, suppliers/Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/Contractors from entering the tender venue and/or submitting their tender bid freely.	
3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Forfeiture of EMD.

Read,understood,complied&amp;agreed

Signature and seal of Bidder



4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	<ul style="list-style-type: none"> <li>i) Termination of WO.</li> <li>ii) Undertake work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</li> <li>iii) Recover the excess charges if incurred from the PG/SD and outstanding bills of the defaulting Vendor.</li> </ul>
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/WO.	<ul style="list-style-type: none"> <li>i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided</li> <li>ii) Undertake work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</li> <li>iii) Recover the excess charges if incurred from the PG/SD and outstanding bills of the defaulting bidder.</li> </ul>
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.
6	Submission of claims to BSNL against a contract	<ul style="list-style-type: none"> <li>i) Recovery of over payment from the outstanding dues of Vendor including EMD/PG &amp; SD etc. and by invoking 'Setoff' Clause 21 of Section 5 Part A or by any other legal tenable manner.</li> <li>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of overpayment in full, whichever is later.</li> </ul>
	(a) for amount already paid by BSNL.	
	c) for amount higher than that approved by BSNL for that service.	
<b>Note5:-</b> The claims may be submitted with or without collusion of BSNL Executive/employees.		
<b>Note6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	b) Disrupts/Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/MSB, Control equipment including IN etc., transmission equipments but not limited to these elements and/or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/User(s) of BSNL and/or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/spread improper news etc.	

Read, understood, complied &amp; agreed

Signature and seal of Bidder

	e)undertakes any action that affects/endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/Short Closure of the WO.</p> <p>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii)Undertake work in accordance with Clause 15 Section 5 B at the risk of defaulting bidder</p> <p>iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p>
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is/are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/Short Closure of the WO.</p> <p>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii)Undertake work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</p> <p>iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD.</p>
10	If the vendor does not return/refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a)inspite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>

Read,understood,complied&amp;agreed

Signature and seal of Bidder

10 con- td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b)inspite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, Whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i)Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the Contract in question.	
	(b)If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c)If the vendor/supplier fails to submit required documents/information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/supplier.	
<b>Note7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note8:</b> -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		

**Note9:** Banning of Business dealing order shall not have any effect on the existing/ongoing works which will continue along with settlement of Bills.

Read, understood, complied & agreed

Signature and seal of Bidder

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

Step II: Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 3 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 3 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 14.3 Section-4 Part A, 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 3 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 5 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.

Read, understood, complied & agreed

Signature and seal of Bidder

**1.3. Step II - Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 3 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 Clause 3 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 Advanced Work Order (AWO) /Advance Purchase Order (APO), 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.

Read, understood, complied & agreed

Signature and seal of Bidder

## Section-4 Part C

### E-tendering Instructions to Bidders

#### 1. General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec4 Part A of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL has decided to use the portal (<https://etenders.gov.in/e procure/app>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications & Information Technology, and Government of India.

Benefits to Suppliers are outlined on the Home-page of the portal.

#### Instructions

#### I. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes'. (Financial & Technical bid shall be submitted at the same time)

Followed by 'e-Reverse Auction' (if required) after opening of the Financial bids. In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

#### II. Broad outline of activities from Bidders Perspective:

1. (a) Bidder should do Online Enrolment in this Portal using the option "Click Here to Enroll" available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA/GNFC/IDRBT/MTNL Trustline/SafeScript/TCS.
- (b) Declaration of UAM (Udyog Adhar Memorandum) Number by MSE bidders on CPPP is mandatory. The MSME bidders who fail to submit UAM number on CPPP portal, shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs order, 2012 issued by MSME.
2. Bidder then logs into the portal giving user-id/password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, Work order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents

Read, understood, complied & agreed

Signature and seal of Bidder

6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF / XLS / RAR / DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he / she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e-procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

Read, understood, complied & agreed

Signature and seal of Bidder

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
26. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

**27. Bid related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on CPPP. Broad outline of submissions are as follows:

- Submission of Bid Security/Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- Tender Documents/Addendum/Addenda
- Two Envelopes
  - Techno-commercial-Part
  - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

**NOTE:** Bidder must ensure that after following above the status of bid submission must become– “Complete”.

Read, understood, complied & agreed

Signature and seal of Bidder



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

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

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

#### **28. Offline Submissions:**

The Bidder is requested to submit the following documents offline to AGM (CM), Room No. 116 O/o GMTD, BSNL Meghalaya BA, Opp. Lady Hydari Park, Barik, Shillong-793001 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security (Original copy).
2. DD/Bankers cheque for Tender Fee drawn in favour of **AO(Cash), O/o GMTD BSNL Meghalaya BA, Opp. Lady Hydari Park Barik, Shillong 793001**
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A.
4. In case MSME bidders, Valid MSME certificate

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission also.

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

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

#### **30. Special Note on Security of Bids**

- I. Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in

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Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below: As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

- II. Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/portal.

### III. Online Tender Opening Event (TOE) and Advantages:

The bidders will be able to see the status of the tenders for which they have submitted quotes in different stages and would also be informed of the status by E-Mail.

Bidders will be able to view all the Technical bids for a particular tender on completion of Process-I (uploading Technical Evaluation summary in the portal). Similarly Financial Bids can be viewed on completion of Process-II (uploading of Financial Evaluation Summary in the portal).

For the bidders who have registered themselves on the website through the "Stay Updated" option, information of all the tenders for which they are interested to participate will be sent by E-Mail

#### **Help Desk Nos of CPP Portal:**

24x7 Tollfree Telephone No.180030702232Mob:07878007972/73

Email ID: ccppp-nic@nic.in (Please Mark CC:[support-nic@ncode.in](mailto:support-nic@ncode.in))

**Note 1 :** In case of internet related problem at bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

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**Note 2:** MSE bidders should declare their UAM No. (Udyog Aadhar Memorandum Number) on Central Public Procurement Portal (CPPP) failing which such bidders will not be able to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSEs order 2012 issued by MSME.

**Note 3:** Bidder must ensure that after following above the status of bid submission must become– “Complete”.

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

In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

#### **IV. Other Instructions**

**1** For further instructions, the vendor should visit the home-page of the portal (<https://etenders.gov.in/e procure/app>), and check on “Help for Contractors” and “the Bidders Manual Kit”. The compatible support software (PDF Converter, Java, etc) for online bid submission maybe downloaded from CPP Portal.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

The following ‘**FOUR KEY INSTRUCTIONS for BIDDERS**’ must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission dead line on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission dead line on CPPP
3. Get your organization’s concerned executives trained on CPPP well in advance of your first tender submission deadline on CPPP
4. Submit your bids well in advance of tender submission deadline on CPPP (There could be last minute problems due to Internet timeout, break down, etc.) While the first three instructions mentioned above are especially relevant to first- time users of CPPP, the fourth instruction relevant at all times.

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**Note:** While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

**V. Minimum Requirements at Bidders end**

- Computer System with good configuration (Min PIV, 1GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users

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**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. DELETED****3. PATENT RIGHTS**

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

**4. PERFORMANCE SECURITY**

- 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance Work Order/ LoI, within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of either DD in favour of **AO(Cash), O/o GMTD, BSNL, Meghalaya BA, Opp Lady Hydari Park, Barik, Shillong 793001** or inform of Bank Guarantee issued by a scheduled Bank in India and in the proforma provided in 'Section-7 B of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 4.5 The performance security deposit with the BSNL will be considered for adjustment against penalties, any other statutory levies and any loss to BSNL properties, if any reported, at the time of final conclusion of the contract and final settlement of account.
- 4.6 In case it is found that a bidder has submitted a fake/ forged bank instrument towards performance security deposit (say PBG), then, actions as per clause 1(a) of Appendix-1 to Section 4 Part-A shall be applicable.
- 4.7 **Performance Guarantee:** The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee/ CDR/FDR/DD (of a nationalized/Scheduled Bank in a standard format) within two weeks from the date of issue of award letter. This period can be further extended by the Engineer-in-charge up to a maximum period of 2weeks on written request of Contractor. The validity period of the performance security in the form of performance bank guarantee shall be 30 months from the

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date of award of work. The PBG shall be kept valid by the bidder up to 6 months from the actual date of completion of WORK. In case the bidder fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder and the bidder will not be allowed to participate in the re tendering for the same work. ***This performance guarantee shall be submitted in the name of AO (Cash), O/o GMTD, BSNL, Meghalaya BA, Opp Lady Hydari Park, Barik, Shillong 793001***

- 4.8 **Security Deposit:** A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 10% (i/c 5% PBG) of the Tendered value of the individual agreement.

NOTE: The security deposit deducted during running bills shall be refunded after 6 (SIX) Months of satisfactory completion of work.

5. **DELETED**

6. **DELETED**

7. **DELETED**

8. **DELETED**

9. **DELETED**

10. **DELETED**

11. **PAYMENTTERMS-ReferSection-2**

12. **DELETED**

13. **DELETED**

14. **DELETED**

15. **DELAYS IN THE SUPPLIER'S PERFORMANCE- Refer Section- 3 Part A.**

16. **PENALTY—Refer Section-3 Part A.**

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 (herein after referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21days 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

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

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

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

- 18.1 In case of default by Bidder(s)/Vendor(s) such as
- (a) Failure to deliver services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;
  - (b) Failure to perform any other obligation(s) under the Contract; and
  - (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
  - (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

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

**19. DELETED.**

**20. ARBITRATION**

- 20.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided here under.
- 20.2 A part wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter, If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- 20.3 The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 Lakhs to Rs.5 Crores	Sole Arbitrator to be Appointed from a panel	BSNL (Note: BSNL will forward a

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	Of arbitrators of BSNL	list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

20.4 Neither party shall appoint its serving employee as arbitrator.

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

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

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

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



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- 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:

<b>Amount of Claims and Counter Claims</b>	<b>Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)</b>
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 arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.
- 20.8.9 The Arbitration proceeding shall be held at New Delhi or Circle or BA Headquarter (as the case maybe).
- 20.8.10 Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this Clause.

**21. SET OFF**

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

**22. DELETED**

**23. DELETED**

**24. DELETED**

Read, understood, complied & agreed

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**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 Shillong only”.**

**26. General Guidelines:-**

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

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Read, understood, complied & agreed

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**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/Service Provider 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/Service Provider 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 BSNL or its employees shall not be responsible in any manner.

- 2.1 Indemnity:** The Service Provider shall obtain / purchase all required insurances and make all safety arrangements required for the laborers 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 Service Provider. BSNL shall not be responsible for any mishap, injury, accident or death of the Service Provider's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the Service Provider. No claims in this regard shall be entertained / accepted by the BSNL.
- 2.2** The Service Provider 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** Service Provider 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 Laborers in carrying out the work and the same shall be rectified /compensated by the Service Provider at his own cost.
- 2.4** It will be sole responsibility of the Service Provider that only trained personnel are deployed to avoid any personal mishap / damage to the equipment of BSNL or any third party, 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 Service Provider shall be bound to follow all such restrictions and adjust the program for execution accordingly.
- 2.6** The Service Provider should carry out the work to the satisfaction of BSNL officer incharge and in the event of his failure the tendering authority reserves the right to offer

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the contract to any other tenderer or any other agency in case of unsatisfactory work at the cost of the Service Provider and payment will be settled on pro rate Basis.

- 2.7 The Service Provider should engage workers with proven integrity to carry out the contract work. He/His workers should vacate premises after the completion of contract work.
- 2.8 The Service Provider must ensure supply of safety and security kits to all its person /work man engaged in rigger services.
- 2.9 The person / workman engaged in rigger services will be required to climb and work on GBT, RTT, RTP of any height necessitating “specific work at heights” training and rigorous work place safety standards.
- 2.10 The persons engaged for rigger services will be required to lift and install the antennas, feeder cable and other radio equipments at any height on the tower (GBT/RTT/RTP).
- 2.11 The Service Provider should also ensure that the person/workman engaged in rigger services comply with the safety regulations and wear safety kits/guards at workplace. In this regard, the Service Provider should submit written undertaking from each person/workman engaged in the rigger services which includes the following obligations on safety regulations:
  - 2.11.1 While at work, the rigger person must take reasonable care for own health and safety at the workplace.
  - 2.11.2 The rigger person must not willfully put the health and safety of other persons at risk in the workplace
  - 2.11.3 The rigger person must not willfully or recklessly interfere with or misuse anything provided in the interest of health and safety in the workplace
  - 2.11.4 The rigger person while at work must wear safety kits/ gears provided by the Service Provider.
- 2.12 In case any workman suffers any injury/damage or meets with any accident while performing duty, the liability under Workmen’s Compensation Act or any other Law must be borne fully by the Service Provider only. BSNL will not be liable for any claim for damage or compensation.
- 2.13 The Service Provider 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 BSNL or its employees shall not involve in any manner.
- 2.14 **No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their invoices but the Service Provider must comply with all requirements as per applicable Law/Acts etc.**
- 2.15 The decision of CGM BSNL Assam Telecom Circle on any matter connected to this tender is final & binding on bidder.

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Read, understood, complied & agreed

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**SECTION-6**

**UNDERTAKING & DECLARATION**

**6(A)-** For understanding and agreeing with 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 included in the tender documents & offer to execute the work as per tender terms & conditions (without any deviation) and 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/Performance linked Security Deposit / PBG deposited by us will stand forfeited to the BSNL.

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

1. All the information, Documents, Photocopies of the Documents/Certificates enclosed along with the Tender/Bid 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 LOI /Purchase / work order if issued and forfeit the EMD / Performance linked Security Deposit / PBG / Bill amount pending with BSNL. In addition, BSNL may debar the Service Provider from participation in its future tenders.

Date: .....

.....

Signature of Tenderer

Place:.....

Name of Tenderer

Along with date & Seal

Read,understood,complied&agreed

Signature and seal of Bidder

**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)

The format of the certificate to be given is "I.....s/o.....r/o..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in **BSNL unit where tender is being submitted** 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**

If the bidder has near relatives in the BSNL Unit where tender is being submitted, then they shall submit following details of those officers:

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

Read, understood, complied & agreed

Signature and seal of Bidder

## SECTION- 7

## PROFORMAS

**7(A) For the BID SECURITY/EMD Guarantee**

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

**Sub: Bid Security/EMD in form of Bank Guarantee (EMBG).**

1. Whereas M/s ..... having registered office at .....(Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs ..... /- (hereafter known as the "B.G. Amount") valid upto ...../...../ 20 (hereafter known as the "Validity date") in favour of ..... (Hereafter referred to as BSNL) for participation in the tender of work of ..... vide tender no.....  
Now at the request of the Bidder, We .....  
Bank..... Branch  
having .....  
(Address) and Regd. office address  
as.....  
.....(Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:
2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under

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Signature and seal of Bidder



or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

- 5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6. Notwithstanding anything herein contained;
  - (a) The liability of the Bank under this guarantee is restricted to the "B.G. Amount" and it will remain in force upto its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO(Cash), O/o GMTD, BSNL, Meghalaya BA, Opp Lady Hydari Park, Barik, Shillong 793001" payable at Shillong
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:.....

Date: .....

(Signature of the Bank officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:.....

Name of the Bank officer:.....

Designation: .....

Complete Postal address of Bank:.....

.....

Telephone Numbers .....

Fax numbers.....

Read,understood,complied&agreed

Signature and seal of Bidder

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

Dated:.....

**Sub: Performance guarantee.**

1. Whereas .....(hereafter referred to as BSNL) has issued an AWO 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 .....of Rs. ..../- (hereafter referred to as "P.G. Amount") valid upto...../...../20..... (hereafter referred to as "Validity Date")

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

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect upto 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 here under 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

Read, understood, complied & agreed

Signature and seal of Bidder

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 to 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 upto 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. Incase BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of **“AO(Cash), O/o GMTD, BSNL, Meghalaya BA, Opp Lady Hydari Park, Barik, Shillong 793001”** Payable at Shillong.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:.....

Name of the Bank officer:.....

Designation: .....

Complete Postal address of Bank:.....

.....

Telephone Numbers .....

Fax numbers.....

Read,understood,complied&agreed

Signature and seal of Bidder

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

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

**Subject:** Authorization for attending Bid opening

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

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

.....

Signature of the Representative

.....

Signature of Bidder/Officer authorized to sign

On behalf of the Bidder

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.

Read, understood, complied & agreed

Signature and seal of Bidder

**SECTION- 8****Bidder's profile & Questionnaire.**

Tenderer/Bidder's Profile &amp; Questionnaire

(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

1. Name of the Individual/Firm: .....
2. Present Correspondence Address .....
- Telephone No. .... Mobile No .....
- FAX No. ....
3. Registered Office .....
- Telephone No.....Mobile No.....
4. State the Type of Firm: Sole proprietor-ship/partnership firm/ (Tick the correct choice):  
Private limited company.
5. Name of the sole proprietor/partners/Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/agreement and the capacity in which he is authorized (in case of partnership/private Ltd company):  
.....  
.....
7. A Permanent Account No.: .....
7. B GST Registration No(s):.....
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.):.....

Read, understood, complied & agreed  
Signature and seal of Bidder

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

.....  
.....

**B) Questionnaire**

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

1.1 If Yes, Give details

.....  
.....

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

2.1 If Yes, Give details

.....  
.....

3. Suggestion for improvement of the tender document.

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

Place.....

Signature of Service Provider.....

Date.....

Name of Service Provider .....

Read,understood,complied&agreed

Signature and seal of Bidder

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/corrigenda/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 upto the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% 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/ Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between nus.

Dated:.....day of ..... 202

Signature.....

Witness

Name.....

Signature.....

In the capacity of.....

Name.....

Duly authorized to sign the bid for and on

Address.....

behalf of.....

Read,understood,complied&agreed

Signature and seal of Bidder

**Section-9 Part-B****Financial Schedule****Name of Zone: BSNL, Meghalaya BA, NE-I Telecom Circle, Shillong**

PRICE SCHEDULE						
This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Number	Text	Number	Text	Number	Number	Text
SL No.	Name of the work	Quantity (BTS sites)	Units	Estimated rate in(per BTS per site per month)	Total amount without taxes in (per year basis i.e multiplied by 12 months)	Total amount (per year basis) in words
1	2	3	4	5	6	7
Up-keeping and Maintenance including Diesel Transportation, Filling and Rigger Activities of Mobile BTS Sites in Meghalaya BA, NE-I Telecom Circle, Shillong						
1	BTS & Infra Maintenance for BSNL Sites (excluding IP sites)	55	Nos	1360	897600.00	Rupees Eight lakh Ninety Seven Thousand Six Hundred Only
2	BTS & Infra Maintenance for NBSNL Sites (excluding IP sites)	55	Nos	1360	897600.00	Rupees Eight lakh Ninety Seven Thousand Six Hundred Only
3	BTS & Infra Maintenance for IP sites	81	Nos	816	793152.00	Rupees Seven lakh Ninety Three Thousand One Hundred Fifty Two Only
4	Rigger activities for BSNL, NBSNL & IP Sites	217	Nos	500	1302000.00	Rupees Thirteen lakh Two Thousand Only
5	DG Operation and Diesel Transportation & filling (excluding IP sites)	73	Nos	600	525600.00	Rupees Five lakh Twenty Five Thousand Six Hundred Only
Total in Figures					4415952.00	Rupees Forty Four lakh Fifteen Thousand Nine Hundred Fifty Two Only
Quoted rate in Figures			Select	0		Rupees Zero only
Quoted rate in Words						Rupees Zero only

GST Rate applicable .....

Applicable SAC (6Digit).....

Read, understood, complied &amp; agreed

Signature and seal of Bidder



**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 maybe) (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.

Read, understood, complied & agreed

Signature and seal of Bidder

- 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>>**

**Witness1:**

**Witness2:**

Read,understood,complied&agreed

Signature and seal of Bidder

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

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

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

<b>Sl. No.</b>	<b>DOCUMENTS</b>	<b>Submitted /Not Submitted (If Not Applicable, reason in brief)</b>
<b>1</b>	<p>Cost of the tender document or a proof regarding valid registration with body specified by Ministry of Micro, Small &amp; Medium Enterprise for the tendered items will have to be attached along with the bid.</p> <p>The address mentioned in the Registration Certificate &amp; MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.</p>	
<b>2</b>	<p>Bid Security in the form of Bank Guarantee for ₹88,319.00/-valid upto 180 days from the date of tender opening.</p> <p>Or</p> <p>A proof regarding valid registration with body specified by Ministry of Micro, Small &amp; Medium Enterprise for the tendered items will have to be attached along with the bid.</p> <p>The address mentioned in the Registration Certificate &amp; MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.</p>	
<b>3</b>	Scanned copy of <b>Bid Form in Section-9 Part A</b> and <b>Price Schedule in Section- 9 Part B</b> duly filled up and signed.	
<b>4</b>	Scanned Copy of Certificate of Incorporation/Registration of firms etc. as applicable.	
<b>5</b>	Scanned copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per Clause no. <b>14.3 of Section-4 Part A.</b>	
<b>6</b>	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is Signing the bid document. (In case of Company/Institution/Body Corporate)	

Read, understood, complied &amp; agreed

Signature and seal of Bidder

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 3.2 of Section-I i.e. DNIT.	
9	Scanned copy of Documents related to financial capabilities of the bidder as per clause 3.3 of Section –I i.e. DNIT.	
10	Scanned copy of ‘No Deviation’ statement or Clause-by-Clause compliance statement pursuant to <b>Clause 11.2 (a) of Section-4 Part A.</b>	
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 <b>Section 6 Part (B)</b>	
13	Declaration that the firm is not black listed by GST Authorities agreement as per clause 3.1.2 of Section-1	
14	Letter of Authorization to attend Bid opening event	
15	Scanned copy of Valid PAN Card	
16	Scanned copy of Valid Goods and Services Tax Registration Certificate(s)	
17	Indemnity Bond as per Annexure-1.	
18	Undertaking and Declaration as per <b>Section-6 Part A</b> duly filled up and signed	
19	Scanned copy of attestation of the specimen signature of the authorized by the Bank as per <b>Clause 14.3 Section-4 Part A.</b>	
20	Bidder’s Profile & Questionnaire as per <b>Section-8</b> duly filled up and signed.	
21	Any other supporting documents asked for in bid document.	
22	Valid trading license issued by the Khasi Hills Autonomous District Council.	
23	This Check list	

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:

Read, understood, complied & agreed

Signature and seal of Bidder