

I/444725/2023

Asst. General Manager ( NWP)  
BSNL, O/o GM BA,  
BSNL Bhavan,  
Panagal Road,  
Nalgonda-508001  
Ph: 9490137879  
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**भारत संचार निगम लिमिटेड**  
( भारत सरकार का उपक्रम )  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**Tender Enquiry No.NGD BA/MM/KHM/RF Tender/2022-23****dated 17.04.2023**

From:

Asst. General Manager (NWP)  
2nd Floor, Room No: 207  
BSNL Bhavan, Panagal Road,  
Nalgonda-508001.

To:

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**Sub: E-Tender for “Services for Optimization of Cellular Systems in the GSM Network of Khammam OA in Nalgonda BA”-Reg.**

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

Sl.No	Section	ITEM
1.	Section –1 Part A	Detailed NIT
	Section – 1 Part B	Concise NIT
2.	Section-2	Tender Information
3.	Section-3 Part A	Scope of work
	Section-3 Part B	Technical Specifications
	Section-3 Part C	Schedule of requirements
4.	Section-4 Part A	General Instructions to the Bidder
	Section-4 Part B	Special instructions to bidders
	Section-4 Part C	E-tendering Instructions to Bidders
5.	Section-5 Part A	General Commercial Conditions of Contract.
	Section-5 Part B	Special conditions of Contract
6.	Section-6 Part A	Under taking & Declaration
	Section-6 Part B	Near Relationship Certificate
7.	Section-7	Proforma (s)
8.	Section- 8	Bidder's Profile & Questionnaire
9.	Section – 9 Part – A	Bid form
10.	Section – 9 Part – B	Price Schedule (B-1 & B-2)
11.		Compliance Statement of Section 4 Part A, B & C
12.		Compliance Statement of Section 5 Part A & B
13.		Vendor Master Form
14.		Check List

If interested, kindly submit your offers to by means of online bids only through Electronic Tendering at the e-Portal <https://etenders.gov.in/> as detailed in ‘Special Instructions to Bidders for E- Tendering’ before **14:00 hours of 29-05-2023**.

AGM (NWP),  
O/o GM BA-NGD  
Tel - (Off) : 9490137879  
Email : agmalngdba@gmail.com

**SECTION -1 Part A  
DETAILED NOTICE INVITING TENDER (DNIT)**



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
O/o the General Manager Telecom, Nalgonda ,  
BSNL Bhavan, Adarsh Nagar, Nalgonda-500 063.

**Tender Enquiry No.NGD BA/MM/KHM/RF Tender/2023-24**

**dated 17.04.2023**

Online E-tenders on Rupee payment basis are invited through e-tendering process by the General Manager Telecom, BSNL Nalgonda , BSNL Bhavan, Adarsh Nagar, Nalgonda-508001 from the eligible bidders for "Services for Optimization of Cellular Systems in the GSM Network of Khammam OA in Nalgonda BA".

**Only those Indian companies who have experience in GSM / CDMA RF works and have executed the commercial orders of the tendered items are eligible to participate in this tender.**

The bids are invited for "**Services for Optimization of Cellular Systems in the GSM Network of Khammam OA in Nalgonda BA**" which includes old Nalgonda District.

Bid Security is to be deposited by the bidders as shown in table-1.

**Table - 1**

S.No	BA	OA/SSA/ DIS-DISTRICTS	Name of Work	Estimated cost in Rs	Tender Fee in Rs.	EMD in Rs. @2% of Estimated Cost
1	Nalgonda	Khammam (combined old Khammam District)	Services for optimization of Cellular Systems in the GSM Network	10,68,200	590	26,800

1. Name of the Work: Services for Optimization of Cellular Systems in the GSM Network of Khammam OA in Nalgonda BA.

1.1. The total cost of tender is the limiting factor for awarding the works in NGD BA. The estimated quantity mentioned against each item of work in NGD BA in the TABLE-2 below is only indicative and the works may be awarded as per requirement against any item of work in excess of the estimated quantity.

1.2. The Tender is valid for one year and can be extended on half yearly basis for one more year.

**TABLE-2**

Name of the OA : Khammam		
Estimation quantity item wise for the maintenance of optimization works For one year		
Item No	Description of Item / Work	Estimate Quantity / year
I	Installation, Link alignment & establishment of LOS of Microwave link of all Makes (except commissioning) (Rate per set is to be quoted).	8
II	Installation, Link alignment & establishment of LOS of Radio Modem of all Makes (except commissioning) (Rate per set is to be quoted).	2

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III	Repositioning of the Cellular/WLL Antenna along with Antenna Fixtures (from the existing height to any other height) including orientation/Tilting of Antenna for Network optimization in any type of Towers and any height of Tower. (Rate per Antenna is to be quoted)	12
IV	Fabrication, supply and fixing of Horizontal Gantry with the specifications of 40mm x 40mm x 5mm, 450 mm width and 32mm x 6mm flat, with 500mm support intervals and Gantry with support of 60mm dia "B" class GI pipe at wherever necessary intervals with galvanizing including painting and Transportation to the site.(Rate per meter is to be quoted).	3
V	Re-orientation (at both ends of the link of 15/18 GHz MW / Radio Modem) of antennae fitted at any height and on any type of tower till the desired / optimum signal levels are achieved(Rate per link is to be quoted).	18
VI	Hoisting/De-hoisting and fixing / Dismantling of IF(Micro Wave) cable on any type of Towers and at any height of tower, including earthing and connectorization on both sides as per the A/T standards.(Rate per meter is to be quoted).	600
VII	De-hoisting / Hoisting and fixing of Cellular / WLL RF cable with earthing and connectorization including arrestors and jumper cable per meter on any type of towers and at any height of tower. (Rate per meter is to be quoted).	600
VIII	De-hoisting / Hoisting of Cellular / WLL Antenna and with Antenna fixtures on all types of towers and at any height of tower.(Rate per Antenna is to be quoted)	16
IX	De-hoisting / Hoisting of Cellular / WLL Antenna on any type of Tower and at any height of tower.(Rate per Antenna is to be quoted)	15
X	De-hoisting / Hoisting of 15/18 GHz MW/Radio Modem Antenna and Antenna Fixtures on any type of Tower and at any height of Tower(Rate per one end is to be quoted)	15
XI	Removal of Bee-hives / Eagle-nests on all types of towers, masts and poles. (irrespective of number of Bee-hives / Eagle-nests)(Rate per site is to be quoted).	14
XII	Replacement of faulty ODU unit of DMW/Radio Modem.(Rate per ODU UNIT is to be quoted).	26
XIII	Dehoisting /Hoisting of RRH (Remote Radio Head) Unit and fixing(Rate per sector is to be quoted)	110
XIV	Arranging one Rigger at each SSA H/Q for one year.(Rate per rigger per month is to be quoted)	12
XV	Installation of antenna/MW/Radio modem fixtures (mounts) on all types of towers and at any height of towers (Rate per fixture/mount is to be quoted).	24
XVI	Installation and Commissioning of Booster / Repeater of any capacity (Wattage)(Rate per unit is to be quoted).	6
XVII	Laying of RF Cable including Connectorization and Fixing of Omni / Patch Panel antennas.(Rate per meter is to be quoted).	100
XVIII	De-hoisting / Hoisting and fixing of RRH power cable on any type of Towers and at any height of tower, (Rate per meter is to be quoted).	250
XIX	De-hoisting / Hoisting and fixing of CPRI cable including RRH connectivity per meter on any type of towers and at any height of tower (Rate per meter is to be quoted).	800

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**Note 1:** The quantity stated above is estimated and BSNL reserves the right to vary the quantity to the extent of - 50 % to +50 % of specified quantity at the time of award of PO without any change in unit price or other terms & conditions.

**Note 2 (a):** 25% of the Estimated Quantity/requirement in this tender enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

**Note 2(b):** Within the above mentioned 25% reservation, 3% reservation for women owned MSEs shall be provided.

**Note 2(c):** The above 25% includes a sub-target of 5% procurement from the MSEs owned by SC/ST Entrepreneurs.

\*\* in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

**2. Purchase of Tender Document:** Tender document can be obtained by downloading it from the website <https://etenders.gov.in/> (or) <http://www.telangana.bsnl.co.in/>

**2.1.** The bidders downloading the tender document are required to submit the tender fee amount Rs. 590/- (Including GST) through DD/ Banker's cheque in physical form, the scanned copy of the same should be uploaded online 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 GM BA NGD BSNL BHAVAN, Nalgonda" and payable at Nalgonda. The Tender Fee shall be non-refundable.

**2.2** The tender document shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSE for the tendered item. All the scanned relevant documents for the same need to be uploaded online.

**3.0. Availability of Tender Document:** The tender document shall be available for downloading **from 18:00 Hrs of 06-05-2023 up to 14:00 Hrs of 29-05-2023.**

**3.1.** Since the tenders are invited through e-tendering process, **Physical copy of the tender document would not be available for sale.**

**Note3: The Tender document shall be available for download up to 05 minutes before its closing Time and date. The Tender document shall not be available for download after 14:00 Hrs on its Closing date 29-05-2023.**

#### 4. Eligibility Criteria:

##### a) Eligibility Conditions:

- i) Eligibility class of Contractors: Registered agencies with experience in Telecom works.
- ii) The bidder should have executed works related to Cellular Antenna in Cellular Systems at more than 100 sites in the GSM Network in BSNL/ MTNL or any other mobile operator and the Bidder must have minimum Annual Turnover of 50% of the estimated cost of the Tender in any Two years during last five years. *Bidders will be required to support claims of their financial qualification through their Audited Financial Statements duly certified by their CA*
- iii) Solvency Certificate - Certified copy of Solvency Certificate from the nationalized/ scheduled bank of the bidder for 50% of the estimated tender cost (Zone wise) has to be submitted. The Solvency Certificate should not be older than six months from the date of issue of this Tender.

All Bidders will be required to support claims of their financial qualification through their audited financial statements duly certified by their CA

- iv) The bidder should follow the labour rules in force during the execution works of Cellular Antenna in Cellular Systems in the GSM Network. He should hold a labour certificate for the works valid for the entire Nalgonda District (combined old).
- v) Valid PAN No.
- vi) Valid Goods and Services Tax Registration Certificate No(s). or mention as unregistered dealer.
- vii) A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- viii) In case the supplier gets black-listed during the tenure of BSNL contract, then

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- adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to a default of supplier.
- ix) In case of multiple GST numbers, all the numbers can be provided as Annexure.
  - x) MSME Bidder- Exemption: As per Letter No. CA/MMT/10-10/2017 DT 24.05.2018, of Corporate Office New Delhi, Registration of Udyog Aadhar Memorandum (UAM) Number by Ministry of Micro Small and Medium Enterprises (MSME) bidders on Central Public Procurement Portal (CPPP) is Mandatory from 01-04-2018 and MSME bidder should submit a declaration to this affect. The bidders who fail to register UAM number shall not be able eligible for the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by MSME.
  - xi) 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.

**5. Bid Security /EMD:**

**5.1** Bid Security declaration is to be submitted (as prescribed format given in the Section-7A1)

Or in case of declaration not submitted:

The bidder shall furnish the bid EMD in the form of Bank Guarantee/(NSIC registration as applicable) from a Nationalized / scheduled bank drawn in favour of AO (Cash), BSNL O/o PGM, Nalgonda , Nalgonda " and payable at Nalgonda, which should be valid for 180 days (i.e. one month above the offer validity period subject to maximum of 180 days) from the tender opening date, either separately for each package or total for all no. of packages participated.(as prescribed format given in the Section-7A2)

**Bank details for BG submission:**

**1) Name & address of the Bank: Union Bank of India, Nalgonda, 508001**

**2) Account No. :**

**3) IFSC /RTGS Code :**

**5.2.** The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the item quoted in the tender as per Clause 12.0 of Section-4 Part-A.

**6. Date & Time of Submission of Tender bid: As specified in the covering letter of this tender document i.e. up to 14:00 Hrs on 29-05-2023.**

**Note 4:** -In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

**7. Online opening of Tender Bids:** As per the schedule given below.

Date of opening of the Technical Bid	<b>30-05-2023 at 15:00 hrs.</b>
Date of opening of the Price Bid	Will be intimated later on

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

BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders (i.e. Supplier organization) with Proper Authorization can attend the TOE at the Chamber of SDE (MM), Gnd. Floor, BSNL Bhavan, O/o GM BA NGD, Panagal Road, Nalgonda, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE). Please refer clause 19 of Section – 4 Part A.

**9.** Tender bids received after due time & date will not be accepted. Bids not submitted on line will not be accepted.

**10.** The offers of the bidders whose online process of bidding (Tender Download process) are incomplete, they will not be considered and will not be available for opening process.

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**11.** GM BA NGD, BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender. GM, NGD BA, BSNL also reserves the right to cancel the tender before opening without assigning any reason.

**12.1.** The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal <https://etenders.gov.in/>

**12.2.** 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.

**13.** All the documents required as per Tender document are to be self-attested by authorized signatory & are to be uploaded in the portal. The documents mentioned in Section-2 under note only are to be submitted in original after uploading in the portal. Deviation will lead to rejection of the tender.

**Note 1:** - All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**Note2:** All computer generated documents should be duly attested/ signed by the issuing organization.

**14. Contact Points:**

For any Clarification/ Suggestion/ Feedback on Tender:

14.1 Name : M.NARENDER  
Designation : SDE (MM)  
Address : Gnd. Floor, O/o GM BA NGD, BSNL, BSNL Bhavan, Panagal Road, Nalgonda.  
Telephone No.: 08682-226948,9490000849  
Mail ID : sdemngd@gmail.com

**Section - 1 Part B****N.I.T****BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

O/o the General Manager Telecom, Nalgonda BA,  
BSNL Bhavan, Panagal Road, Nalgonda-508001.**Tender Enquiry No. NGD BA/MM/KHM/RF Tender/2023-24** dated **17.04.2023****NOTICE INVITING TENDER**

Digitally sealed E-Tender is invited by General Manager Telecom, Nalgonda BA for “*Services for Optimization of Cellular Systems in the GSM Network of Khammam OA in Nalgonda BA*” from eligible bidders. The interested registered Indian agencies/firms/companies can visit our website [www.telangana.bsnl.co.in](http://www.telangana.bsnl.co.in) or <https://etenders.gov.in/e procure/app> for E-Tenders by BSNL .

Name of the item	Quantity	Estimated Cost
<i>Services for Optimization of Cellular Systems in the GSM Network of Khammam OA in Nalgonda BA</i>	As per list given vide Section 3 PART C.	Rs. 10,68,200/- (Approx.)

**Last Date of receipt of tender bids: 29.05.2023 Up to 14-00 Hrs.****Tender Opening date and Time : 30.05.2023 at 15:00 Hrs.**For further detailed information, kindly visit websites: [www.etenders.gov.in](http://www.etenders.gov.in) or [www.telangana.bsnl.co.in](http://www.telangana.bsnl.co.in)AGM (MM),  
O/o PGM-NGD, BSNL  
BSNL Bhavan, Adarsh Nagar  
Nalgonda- 508001  
Tel - (Off): 040-23264061  
Email : agmmmNGD@gmail.com



**SECTION- 2****Tender Information****1. Type of tender**

- (a) Single Stage bid submission
- (b) Two stage opening using two electronic Envelopes followed by e-Reverse auction (if required).
- (c) The bids will be evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened.

**2. Bid Validity Period: 180 days from the tender opening date**

- 3. Online tenders invited under two envelopes system, the first envelope will be named as techno-Commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These Envelopes shall contain one set of the following documents.

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

The Technical bid prepared by the bidder shall comprise the following Documents:

- i)** Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT.
- ii)** The bid documents (Technical bid) supplied by BSNL in original duly filled in and signed on each page and also signed at corrections / over writing by the bidder.
- iii)** EMD/Bid security Declaration (as prescribed format given in the Section -7A1) or Exemption certificate as per clause 12 of section-4 Part A(Declaration regarding registration of UAM number in CPPP shall be submitted) or Bid security is to be submitted (as prescribed format given in the Section -7A2)
- iv)** Cost of the tender documents i.e. tender fee or Exemption certificate as per clause 12 of section-4 Part A.
- v)** Bid form, duly filled in the form as per section 9 (Part-A).
- vi)** A Clause-by-Clause compliance has to be submitted separately in company letterhead.
- vii)** Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of section 4 Part A.
- viii)** In case of a Ltd. / Pvt. Ltd. Company, attested copy of MOA / Registration certificate has to be enclosed. In case of proprietor-ship or partnership firm a copy of the firm's registration certificate duly attested has to be submitted.
- ix)** Attested copies of GST Applicable certificate to be submitted.
- x)** Copies of IT return filed for the financial year,2018-19,2019-20, 2020-21,2021-22, IT returns should be related to the company transactions only.
- xi)** Bidders profile & Questionnaire duly filled & signed, as per section-8 of the Tender document
- xii)** A declaration from the bidder that he/she or the firm has not been terminated nullified or blacklisted on any of the earlier tenders of BSNL/MTNL.
- xiii)** EPF, ESI & Labour License Registration certificates have to be submitted. The vendor should observe the Labour rules in force during the execution of the tender.
- xiv)** No near relative certificate (Pro forma is available at Section-6 (B))
- xv)** Undertaking & declaration duly filled & signed of Section-6.
- xvi)** Copy of the PAN card. The PAN card should be in firm name / Owner in case of proprietary concern.
- xvii)** Self-declaration of Non Block list by BSNL Units and by GST authorities.

**Note: Above documents are to be scanned and uploaded. Bids not submitted online & submitted**



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**Offline will be summarily rejected.**

**b) Financial envelope shall contain:**

Electronic Form- financial along with Price Schedule as per online price Bid Template/Form (Section 9 Part- B) with all relevant bid annexure.

**Note: The following documents are required to be submitted offline to AGM (NWP), Room No.207, O/o GM Telecom, Panagal Road, BSNLBhavan, Nalgonda , Nalgonda-508001 on or before the due date & time of opening of Techo-commercial bids in a sealed envelope without which the bid will be REJECTED.**

The envelope shall bear the tender number, name of work and the phrase:  
“Do Not Open Before (due date & time of opening of tender)”.

- i) EMD – Declaration is to be submitted ( as prescribed format given in the Section –7A1) or Valid Exemption certificate i.e MSME/Udyog, Aadhaar etc or Bid Security (in case of declaration not submitted –Section -7A2)
- ii) DD/ Banker’s cheque of Tender fee or Valid Exemption certificate i.e. MSME/Udyog, Aadhaar etc.
- iii) Notarized Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.

*Note: All the documents along with Financial Bid needs to be uploaded online in the portal <https://etenders.gov.in/>.*

**4. Payment terms:** According to Clause 12 of Section 5 Part A.

**5. Delivery schedule for the goods / services by the supplier:**

- 5.1 The performance of services shall be made by the Contractor in accordance with the time schedule. The time schedule for execution and completion of the work is the most important aspect of the contract.
- 5.2 The work shall be carried out with all diligence to achieve the desired progress uniformly throughout the stipulated period of contract.
- 5.3 The contractor should have sufficient suitable man power to commence and carry out the works at different locations simultaneously.
- 5.4 Work (for all the items) awarded for execution is to be completed as per time given in the work order else delay will attracts the penalty as per the clause 31 of section 5 part-A.
- 5.5 The contractor(s) shall ensure to commence and complete the work within the period stated above. In case, the contractor does not start work even after 5 days from the date of expiry of time schedule, the purchaser shall be free to re-allot the work to L2 or any other contractor or any outside agency.
- 5.6 Failure to comply with the above conditions will lead to liability of any or all of the following.
  - a. Forfeiture of its performance security.
  - b. Imposition of liquidated damage.
  - c. Termination of the contract for default.
- 5.7 Issue of Work Order:
  - 5.7.1 The work orders will be issued by an officer of the rank of Divisional Engineer/Assistant General Manager or an officer authorized by the GM Nalgonda BA.
  - 5.7.2 The purchaser reserves the right to issue the work orders awarding the works to the successful bidder (contractor) for any or some of the item of works as per the requirement.
  - 5.7.3 The total cost of tender of a NGD Business Area (BA) is the limiting factor for awarding the works in NGD BA. The estimated quantity mentioned against each item of work in NGD BA in the TABLE-2 under NIT is only indicative and the works may be awarded as per requirement against any item of work in excess of the estimated quantity.

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5.8 Terms and conditions:

5.8.1 The Tender will be finalized based on the evaluated total bid prices quoted by the bidder for the line item wise.

5.8.2 Partial quoting of prices is not permitted.

5.8.3 The same rates shall also be applicable to similar works in 2G/3G/4G fields.

**6. Evaluation:**

Evaluation of the financial bids will be taken up on net cost to BSNL for NGD BA the quantity will be distributed to a maximum of 2 (two) Bidders according to Clause 3 of Section 4 Part B.

**SECTION-3 Part A**

**1. SCOPE OF WORK:**

- A. Services for Optimization of Cellular Systems in the GSM Network of Khammam OA in Nalgonda BA for redeployment works
- B. Rigger Activities for BSNL, Non BSNL and IP sites

**A: Scope of works for “Services for Optimization of Cellular Systems in the GSM Network of Khammam OA in Nalgonda BA” for redeployment works**

**ITEM I:**

Repositioning of the Cellular Antenna along with Antenna Fixtures (from existing height to any height) including Orientation/Tilting of Antenna for Network optimization in any type of towers and any height of tower. GSM Cellular Antenna at existing sites has to be oriented or re-positioned as per the requirement. For re-orientation Antennas have to be oriented and tilted without changing the position. Whenever Antenna has to change to new position, the change is required for Antenna fixtures and Antenna also. Waveguide is also to be adjusted accordingly. Follow the instructions given in clause 1 of Technical Specifications and guide lines of section 3 (Part-B) of this tender document.

(Rate per antenna is to be quoted)

**Note: This item is to be ordered to the vendor only when the rigger is not engaged.**

**ITEM II:**

Re-orientation of 15/18 GHz MW/Radio Modem/Minilinks Antenna in the towers till desired signal levels are achieved at both ends of a link of any type of tower and any height of the tower and MARR Masts also.

Reorientation is to be carried out with Digital Multimeter.

**Note: This item is to be ordered to the vendor only when the rigger is not engaged.**

(Rate per link is to be quoted).

**ITEM III:**

Dismantling, De-hoisting / Hoisting and fixing of IF (Micro wave Cable) and to be shifted to other place also including earthing and connectorization as required to meet the A/T standards. The observation of the work by the field officers is required.

**Note: This item is to be ordered to the vendor only when the rigger is not engaged.**

(Rate per meter is to be quoted).

**ITEM IV:**

Dismantling, De-hoisting / Hoisting and fixing of Cellular/Will RF cable with earthing and connectorization including arrestors and jumper termination for all types of Towers, Masts, Poles and all Heights. Follow the instructions given in clause 6 of Technical Specifications and guide lines of section 3 (Part-B) of this tender document. (Rate per meter is to be quoted)

**ITEM V:**

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Dismantling, De-hoisting / Hoisting and fixing of Cellular/ WLL Antenna with Antenna Fixtures for all types of Towers, Masts and Poles. De-hoisting and Dismantling at one place and fixing of Cellular Antenna and Antenna Fixtures at other place also on the same work. Follow the instructions given in clause 1 of Technical Specifications and guide lines of section 3 (Part-B) of this tender document. The second work will be calculated as 2 works one is De-hoisting and another is Hoisting.

(Rate per antenna is to be quoted)

**ITEM VI:**

Dismantling, De-hoisting / Hoisting and fixing of Cellular / WLL Antenna for all types of Towers, Masts and Poles. Follow the instructions given in clause 1 of Technical Specifications and guide lines of section 3(Part-B) of this tender document.

(Rate per antenna is to be quoted)

**ITEM VII:**

Dismantling, De-hoisting / Hoisting and fixing of 15/18 GHz MW / Minilinks / Radio Modem Antenna and Antenna Fixtures along with IF Cable any type of tower and any height of the tower and MARR Masts also. Recommended for the observation of field officers is must and charge is included to shift anywhere.

(Rate per one end is to be quoted)

**ITEM VIII:**

Removal of BEE-Hive / Eagle-Nest on all types of Towers, Masts and Poles. The work is for any number of BEE-Hive / Eagle-Nests on a tower is counted for one work.

(Rate per site is to be quoted)

**Note: This item is to be ordered to the vendor only when the rigger is not engaged.**

**ITEM IX:**

Replacement of faulty ODU Unit of DMW by New ODU unit till desired signals are achieved in the tower. The purchaser will supply the new ODU unit.

(Rate per ODU unit is to be quoted)

**Note: This item is to be ordered to the vendor only when the rigger is not engaged.**

**ITEM X:**

De-hoisting /Hoisting and fixing of RRH (Remote Radio Head) unit in the following procedure.

(Rate per unit is to be quoted).

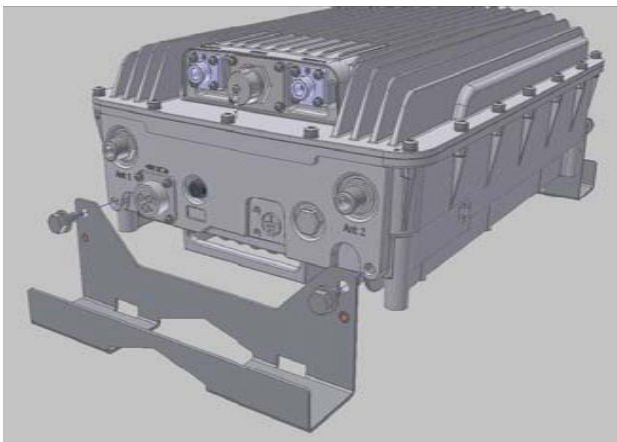


Fig1

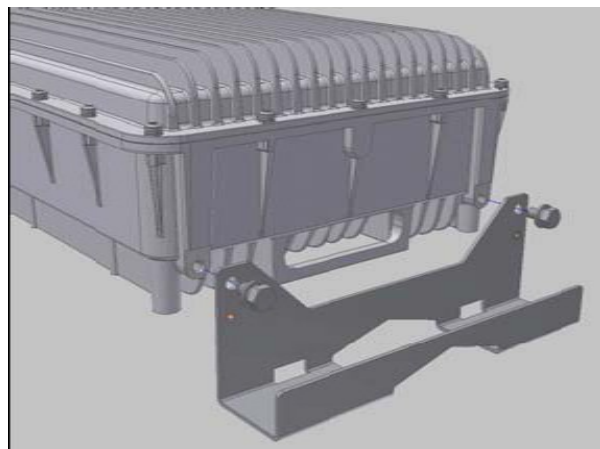


Fig2

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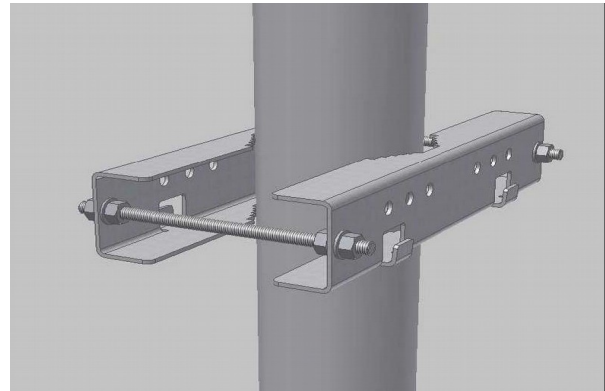
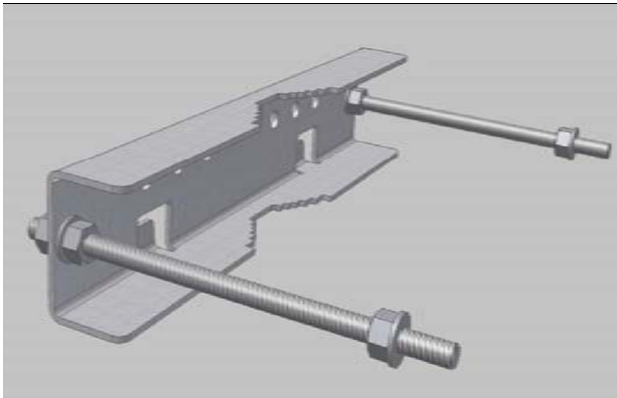


Fig3

Fig4

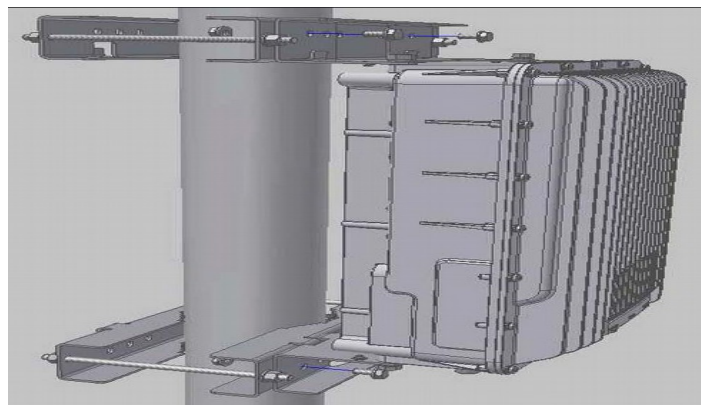


Fig 5

**a) Radio Remote Head (RRH) Installation:**

1. RRH has to be installed on the tower/mast using appropriate clamps.
2. RRH installed on the tower represent each per sector.
3. Connect Pigtail (2 per RRH) from each RRH to Antenna.
4. Install and connect Fiber cable (Including laying) from each RRH to IDU in appropriate module(PM 18)
5. Install the Power cable (Including laying) using power connector provided to each RRH.
6. De-hoisting /Hoisting of Power cable to RRH (Base unit to RX unit on tower)
7. De-hoisting /Hoisting of CPRI cable to RRH (Base unit to RX unit on tower)
8. De-hoisting /Hoisting of RF cable from Antenna to RRH
9. Install GPS Antenna with cables using appropriate clamps provided & connect to BSC unit (PM 18 module).
10. Install Grounding cable to each RRH using proper lugs and connect to Earth Point.
11. The unit weighs approximately 12 Kg; so it is recommended that care should be exercised when lifting the product. Appropriate safety gear should be used at all times. If using a hoist to lift the unit up a mast, attach the rope to the carrying handle at the top of the unit.
12. The RRH is fitted with a 5A anti-surge fuse fitted to the supply line (-48V nominal).

**b) RRH Mounting:**

Fit the mounting brackets to the unit as described in above diagram of the mounting Instructions.

1. Attach studs supplied to the outer pair of the holes on a mounting bracket as shown Fig 3.
2. Tighten the pair of nuts against the brackets to a torque of 15Nm.
3. Thread a nut and washer onto the free end of each stud as shown in Figure 4.
4. Position the upper pair of pole mounting brackets in the required position for the unit to be mounted on the pole. Secure the brackets in position using a washer and nut to a torque of 15Nm, as shown in fig 4. Once tight the nut should then be locked by tightening the op-

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posing against the other side of the pole mounting bracket, ensuring that it does not move.  
Note: For the upper bracket the hooks should point upwards.

5. Repeat steps i to iv for the lower bracket, positioning the pair of brackets approximately 350mm lower on the pole, with the hooks facing *downwards* and the brackets only tightened loosely against the pole.
6. Hook the slot in the unit mounting brackets onto the hook on the upper pole mounting bracket, see Figure 5. Slide the lower pair of mounting brackets down the pole until the hooks locate into the slots on the lower unit mounting bracket, as shown in Figure 5.
7. Secure the lower pair of pole mounting brackets firmly in position against the pole and lock the nuts against each other.
8. Secure the unit to the pole mounting brackets using the M8 screws, washers, spring washers and nuts provided, using a torque of 15Nm, as shown in Figure 5.
9. Ensure all nuts are tightened to a torque of 15Nm.

**ITEM XI:**

Rigger has to be arranged at the designated operational unit in NGD BA during the tender period for one year. The quantities are shown in NGD BA.

**(Rate per rigger per month is to be quoted).**

The supplier shall arrange all the required tools with the rigger. The works that are to be carried out by the rigger as mentioned at Section-3 Part-A Scope of Work 1 (B)

**ITEM XII:**

Installation of antenna/MW/Minilinks/Radio modem/Mini links fixtures (Mounts) in any type of towers and any height of tower and fixing in any direction as required Follow the instructions given in clause 1 of Technical Specifications and guide lines of section 3 (Part-B) of this tender document.

(Rate per fixture/mount is to be quoted)

**ITEM XIII:**

De-hoisting / Hoisting and fixing of RRH power cable on any type of Towers and at any height of tower

(Rate per meter is to be quoted).

**Note: This item is to be ordered to the vendor only when the rigger is not engaged.**

**ITEM XIV:**

De-hoisting / Hoisting and fixing of CPRI cable including RRH connectivity per meter on any type of towers and at any height of tower.

(Rate per meter is to be quoted).

**Note: This item is to be ordered to the vendor only when the rigger is not engaged.**

**ITEM XV:**

De-hoisting / Hoisting of COW BTS Tower including Fixing of Jacks, fixing of Stay cables including extension of 3 Phase AC mains supply.

(Rate per De-hoisting / Hoisting instance is to be quoted).

Note:

1. 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
2. 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

**B. Rigger Activities for BSNL-Non BSNL and IP sites (2G/3G and/or 4G )(Line Item XI)**

Rigger activities are to be carried out by the vendor for the entire sites of NGD BA. The vendor has to provide number of Riggers on monthly basis as per the instructions of the concerned Area PGM/GM for the day to day maintenance. And additional riggers depending on the additional work as per the instructions of the concerned Area PGM/GM. The vendor has

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to provide transportation to Riggers with safety/tool kits and handheld VSWR meter whenever required. Antenna related maintenance which requires the help of rigger will also be the responsibility of the agency which will carry out with its pooled rigger resources.

The maintenance activities involving riggers are:

1. Dismantling/Installation of Antenna including Fixtures.
2. De-hoisting / Hoisting of RF Cable including connectorization
3. Dismantling /Installation of Microwave Dish Antenna (Mini Link)
4. Microwave Link LOS work including verification/correction of MW LOS and ODU replacement,
5. Antenna Re-orientation. Antenna Tilt adjustment as per requirement for optimization and replacement.
6. Verification/Replacement of weather proof tapes to prevent water entry.
7. Verification/replacement of connectors/fittings and VSWR fault rectification per sector including re-connectorization, jumper cable change and weather proofing at RRH and Antenna ends(Handheld VSWR meter to be provided by the vendor as per requirement)
8. Maintenance of lightening arrestors as well as its fittings and connecting to earth strip, aviation
9. Lamp, adjustment of Line of Sight in case of M/W or Radio modems
10. Sector Addition and Antenna changing.
11. Microwave fault attending including installation/replacement
12. RRH CPRI/Power/Earthing cable fault attending /replacement including connectorization, boot sealing
13. Feeder/RF/OF cable fault attending and replacement
14. 2G/3G/4G Repeaters/Boosters Installation/removal.
15. Checking and correction of RF cables/fiber swap, Antenna at RRH, removal of bird/honey bee/wasp nest.
16. De-hoisting /Hoisting of IF cable with connectorization,
17. RF module dismantling with SFP
18. Fixing of wall mounting fixture for RRH installation/replacement.
19. Installation of RF cable Tray for wall mounting Antenna
20. Installation/replacement of Micro/Macro BTS equipment
21. Installation of Splitter including connectorization
22. Installation of Patch/Panel/Omni Antenna with connectorization
23. RF Repeater installation including Yagi/ Panel Antenna & RF Cable
24. Completion of ordered RF Optimization / Rigger activity.
25. Restoration of Rigger related fault resulting in site fully/partially down.
26. RRH Replacement (dismantling and installation) in case of faulty one. RRU link (Link between BBU-RRH link) restoration for RRH sites along with provision to provide the RRU link materials if found damaged).
27. If the microwave IDU/ODU IF connector faulty, the bidder is to arrange these IF connectors and replace them
28. EGB/IGB fixing and Grounding of feeder cable
29. Adjustment of Height of Antennas which include re-routing of Feeder cables,(from existing height



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- to any height) Orientation/Tilting of Antenna for Network optimization in any type of towers and any height of tower
30. Hoisting and de-hoisting of Tower Mounting Amplifier along with related accessories at Tower end & BTS end.
  31. Laying of RF jumper cable and connectorization of jumper cable
  32. Fixing of surge arrestors and Heat shrinks joint at indoor jumper /power cables
  33. De-hoisting/hoisting of DMW/ Radio modem ODU with antenna.
  34. De-hoisting/hoisting of CAT (1+1) cable from Antenna (ODU) on tower to IDU
  35. Alignment of DMW/Radio modem antenna at A and B end for link up of the system
  36. Accompanying Drive-test Team and carrying out changes to Orientation, Tilt etc as instructed by the drive test team.
  37. Assisting to Mobile Service O&M Team during BTS Power measurement, VSWR Measurement while attending BTS card faults, replacement of faulty ODU unit of Microwave, radio modems and related IF connector replacement/RF works.
  38. Fixing and maintaining of EMF related stickers/ Sign boards supplied by BSNL, providing photos/ data for TERM Cell DOT.
  39. Changing of OVP(Over Voltage Protection)
  40. Any other activity with minor modification in RF as per guidelines of BSNL.
  41. Any other related works in tower assigned by the BSNL officer from time to time.
  42. Whenever any of the above works is ordered by nominated officer or any officer concerned to that area for NGD BA, the rigger has to carry out the work immediately.
  43. The Rigger has to work anywhere in NGD BA irrespective of the Area allotted/assigned whenever BSNL officer ordered to do so.
  44. 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
  45. 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

### **SECTION-3 Part B**

#### **I. TECHNICAL SPECIFICATIONS AND GUIDELINES**

1. The Antenna and Antenna fixtures are to be mounted on the Tower at the required height as per the directions of the Engineer in charge. It shall be ensured that the Antenna Fixtures is fitted at the tower properly and firmly. The verticality of the Antenna mounting pipe should be ensured exactly correct, using a plumb or any other suitable instrument. The tilts of the Antenna need to be carefully adjusted as per the values furnished by BSNL site Engineers. Antennae fixtures should be mounted on the face or corners of the tower chosen in such a way that the designed orientation of the respective antennae is achieved with minimum horizontal tilt. The executive team should be provided with compass with a mirror so as to enable them to check azimuth orientation for each antenna.
2. All tools, ropes, pulleys etc. required for the erection / Hoisting /De-hoisting should be arranged by the contractor and should be thoroughly tested. No wet ropes should be used. Double ropes and double pulleys should be used for lifting antenna / heavy items.

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3. The contractor should arrange the transportation of labour, tools and other materials to the work site.
4. The contractor should provide the accommodation and other amenities to the labour. No labour of the contractor other than the watch man, if any, posted by the contractor shall be permitted in the site beyond normal working hours.
5. The necessary FIRST AID BOX should be made available at work site. The safety devices like, belts, helmets and protective gloves should be arranged while working on towers. No work is to be taken up without the concurrence of the Officer -in-Charge of the station and the site engineer.
6. RF cable connectorization shall be done with skilled technicians for keeping the power loss minimum and VSWR of the RF cable is within limits.
7. Earthing of wave guides: Grounding kits are normally used at the top and at the bottom of the vertical run of the wave guide according to the procedure given by the manufacturer. While connecting the wire braid to the wave guide, remove the poly ethylene jacket with knife & pliers and clean the exposed copper conductor with a cloth and a brush damped with kerosene. Wrap the border of the poly ethylene jacket with adhesive tape about two holds. Put the wire braid over the stripped off portion of wave guide. Apply silicon compound on all the parts where the unjacketed wave guide is bared after the wire braid is put. After applying silicon compound wrap around the grounding with adhesive tape so that moisture ingress is avoided. Other end of the wire braid should be connected to tower member supporting the wave guide with the help of galvanized brass nuts and bolts. While carrying out the work, the contractor shall take all precautions that no damages of any nature occur to the antenna, feeder cable and other mountings already available on the tower. Cost of such damages, if any, estimated by BSNL will be liable to be charged against the contractor.

**II. OPERATIONAL REQUIREMENTS:**

1. As the works are of urgent nature, it is required that a minimum size works team to be kept at all the Field unit areas.
2. The vendor should provide the recommended tools and labour for all the above mentioned works. BSNL do not supply any tools and labour.
3. All the above works should be done as per standards and approval will be given by the officers authorized by DGM / AGM Concerned.
4. The workers and engineers involved in the above works (as mentioned in Section-3 Part-B) should have experience and thorough knowledge about Installation of ANTENNAS and allied works.
5. All the works must be neat and tidy and in no case shall be deteriorate the look or beauty of the building and environment.
6. During the execution of the works, the Shelter or the equipment should not be damaged.
7. The unused/waste/left out material should not keep at the site/building.
8. After completion of the work, the building/site should be cleaned.

**SECTION 3 - Part C  
SCHEDULE OF REQUIREMENTS (SOR)**

Name of the OA : Khammam		
Estimation quantity item wise for the maintenance of optimization works For one year		
Item No	Description of Item / Work	Estimate Quantity / year
I	Installation, Link alignment & establishment of LOS of Microwave link of all Makes (except commissioning) (Rate per set is to be quoted).	8
II	Installation, Link alignment & establishment of LOS of Radio Modem of all Makes (except commissioning) (Rate per set is to be quoted).	2

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III	Repositioning of the Cellular/WLL Antenna along with Antenna Fixtures (from the existing height to any other height) including orientation/Tilting of Antenna for Network optimization in any type of Towers and any height of Tower.(Rate per Antenna is to be quoted)	12
IV	Fabrication, supply and fixing of Horizontal Gantry with the specifications of 40mm x 40mm x 5mm, 450 mm width and 32mm x 6mm flat, with 500mm support intervals and Gantry with support of 60mm dia "B" class GI pipe at wherever necessary intervals with galvanizing including painting and Transportation to the site.(Rate per meter is to be quoted).	3
V	Re-orientation (at both ends of the link of 15/18 GHz MW / Radio Modem) of antennae fitted at any height and on any type of tower till the desired / optimum signal levels are achieved(Rate per link is to be quoted).	18
VI	Hoisting/De-hoisting and fixing / Dismantling of IF(Micro Wave) cable on any type of Towers and at any height of tower, including earthing and connectorization on both sides as per the A/T standards.(Rate per meter is to be quoted).	600
VII	De-hoisting / Hoisting and fixing of Cellular / WLL RF cable with earthing and connectorization including arrestors and jumper cable per meter on any type of towers and at any height of tower.(Rate per meter is to be quoted).	600
VIII	De-hoisting / Hoisting of Cellular / WLL Antenna and with Antenna fixtures on all types of towers and at any height of tower.(Rate per Antenna is to be quoted)	16
IX	De-hoisting / Hoisting of Cellular / WLL Antenna on any type of Tower and at any height of tower.(Rate per Antenna is to be quoted)	15
X	De-hoisting / Hoisting of 15/18 GHz MW/Radio Modem Antenna and Antenna Fixtures on any type of Tower and at any height of Tower(Rate per one end is to be quoted)	15
XI	Removal of Bee-hives / Eagle-nests on all types of towers, masts and poles. (irrespective of number of Bee-hives / Eagle-nests)(Rate per site is to be quoted).	14
XII	Replacement of faulty ODU unit of DMW/Radio Modem.(Rate per ODU UNIT is to be quoted).	26
XIII	Dehoisting /Hoisting of RRH (Remote Radio Head) Unit and fixing(Rate per sector is to be quoted)	110
XIV	Arranging one Rigger at each SSA H/Q for one year.(Rate per rigger per month is to be quoted)	24
XV	Installation of antenna/MW/Radio modem fixtures (mounts) on all types of towers and at any height of towers (Rate per fixture/mount is to be quoted).	12
XVI	Installation and Commissioning of Booster / Repeater of any capacity (Wattage)(Rate per unit is to be quoted).	6
XVII	Laying of RF Cable including Connectorization and Fixing of Omni / Patch Panel antennas.(Rate per meter is to be quoted).	100
XVIII	De-hoisting / Hoisting and fixing of RRH power cable on any type of Towers and at any height of tower, (Rate per meter is to be quoted).	250
XIX	De-hoisting / Hoisting and fixing of CPRI cable including RRH connectivity per meter on any type of towers and at any height of tower (Rate per meter is to be quoted).	800

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

**1.0 DEFINITIONS**

- (a) "The Purchaser" means the PGM Telecom, Bharat Sanchar Nigam Ltd. (BSNL), Nalgonda Telecom Business Area.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" or "The Vendor" means the individual or firm supplying the goods under the contract.

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- (d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) **"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.
- (j) **"Successful Bidder(s)"** means the bidder(s) to whom the work in this tender is awarded.

## 2.0 ELIGIBILITY CONDITIONS:

- 2.1. Kindly refer to clause 4 of Section – 1 i.e. detailed NIT and clause-10&11 of this section.

## 3.0 COST OF BIDDING

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

## 4.0 DOCUMENTS REQUIRED

- 4.1 The goods/services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid. The Bids needs to be submitted online on portal <https://etenders.gov.in>.
- 4.3. No physical bids will be accepted for the purpose of participation in the e-tender.

## 5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **21 days prior to the date of opening of the Tenders**. Copies of the query (without Identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

## 6.0 AMENDMENT OF BID DOCUMENTS

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

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## 7.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following digital 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) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11.2 (c)
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.
- (e) Tender bid document duly signed on each page by the bidder.

## 8.0 BID FORM

**8.1.** The bidder shall complete the bid form and appropriate Price Schedule as per the format available on online portal.

## 9.0 BID PRICES

**9.1.** The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Goods & Services Tax, packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B-1 & B-2. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

**9.2.** Prices indicated in the Price Schedule shall be entered in the following manner:

(a) The Basic Unit price (Ex-Factory Price) of the goods, CIF, Assessable value, BCD, Ceases, IGST, Freight, Forwarding, Packing, Insurance, GST (CGST, SGST, IGST) on freight already paid or payable or payable by the supplier shall be quoted separately item wise.

(b) The supplier shall quote as per price schedule provided online for all the items given in schedule of requirement at Section 3-part C.

**9.3.** A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

**9.4.** The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ service offered.

**9.5.** "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".

**9.6.** The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 12 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

## 10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

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

- a) The attested copies of documents mentioned under clause 3 a) of Section-2 of tender document should be submitted, as per the terms and conditions of Bid documents.
- b) The Purchaser reserves the right to call for originals of the above documents at any time during the validity of the tender.
- c) The person signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public
- d) Valid MSE/NSIC Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.



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- e) A bid without clause-by-clause compliance of Technical specification (Section-3 Part B), General Instructions to bidders (Section-4 Part A), Special Instructions to Bidders (Section-4 Part B), General (Commercial) condition of contract (Section 5 Part A) and special (Commercial) conditions (Section 5 Part B) shall be treated as non-responsive and shall be rejected.
- f) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34 of this section.
- g) Certificate of incorporation.
- h) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- i) 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 or a certificate from its bankers to assess its solvency/financial capability.
- b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

### 11.0 DOCUMENTS ESTABLISHING GOODS'/SERVICES CONFORMITY TO BID DOCUMENTS

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

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

- (a) A detailed description of goods/services with essential technical and performance characteristics;
- (b) A list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
- (c) A clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions shall not be considered.

**11.3.** For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalog number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

### 12.0 BID SECURITY / EMD

**12.1.** The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT). Bid security declaration is to be submitted (as prescribed format given in the Section -7)

**12.2.** The MSE bidders with NSIC under their single point Registration Scheme or District Industries Center (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi Village and Industries Board (KVIB) or Coir Board or Directorate of handicrafts and Handlooms or any other body specified by Ministry of MSME or MSE having Udyog Aadhar Memorandum for the goods / services covered under this tender document are exempted from payment of bid security:

**(As per Letter No. CA/MMT/10-10/2017 DT 24.05.2018, of Corporate Office New Delhi, Registration Of Udyog Aadhar Memorandum by Ministry of Micro Small and Medium Enterprises (MSME) Vendors on Central Public Procurement Portal (CPPP) is mandatory from 01-04-2018 and shall submit the declaration by the vendors. The bidders who fail to register UAM number shall not be able to eligible the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by MSME.)**



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- 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 MSE should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule wherever applicable.
- d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming a concessional benefit is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of Issue of such order.

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

**12.4.** A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders.

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

**12.6.** The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

**Performance Security is 10% of order value.**

**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 APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

**13. PERIOD OF VALIDITY OF BIDS**

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

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

**14. FORMAT AND SIGNING OF BID**

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

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

**14.3. Power of Attorney**

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of Appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney should be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) In favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of

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the authorized signatory shall be provided.

### 15. Online Submission of BIDS

The bid should be submitted online. **In online Tendering system there is Two Stage Bidding & Two Envelope System.**

The Techno-Commercial and the Financial bids needs to be submitted simultaneously. All the relevant documents need to be uploaded online and the financial bid to be filled in online as per the online form / Template available.

### 16. SUBMISSION OF BIDS

**16.1.** Bids must be submitted online by the bidders as per the Key Dates.

**16.2.** The Purchaser at his discretion may extend the deadline for submission of bids by amending the online Schedule in accordance with clause 6, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

**16.3.** The bidder shall submit its bid offers online. He may include alternate offer, if permissible as per the bid online only as per the online format available. However, not more than one independent and complete offer shall be permitted from the bidder.

### 17. LATE BIDS

**17.1.** No bid shall be accepted online by E-Tender Portal bidding process after the specified deadline for submission of bids prescribed by the purchaser.

### 18. MODIFICATION AND WITHDRAWAL OF BIDS

**18.1** The bidder may modify, revise his bid online after submission prior to deadline prescribed for submission of bid i.e. as per the Tender Schedule Date.

**18.2.** The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.

**18.3.** No bid shall be modified subsequent to the deadline for submission of bids.

### 19. OPENING OF BIDS BY PURCHASER

**19.1.** The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of DNIT(Section-1) on due date.

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

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

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

(i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.

(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 (MMT), BSNL,CO./ Other section in BSNL, CO./ 'MM' cell in circle/ SSA offices (as applicable) for retention. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.

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

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

- a) Name of the Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability

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

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

## 20. CLARIFICATION OF BIDS

**20.1** To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

**20.2** If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser at his discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

## 21. PRELIMINARY EVALUATION

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22 mentioned below, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## 22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

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

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- 22.2 For the purpose of evaluation, the grand total price obtained as detailed below will be considered for the Price schedule in Section-9 Part B
- (i) Total amount (Column 5) for each item will be calculated by multiplying quantity (Col.2) and Unit Price excluding ITC amount (Net Cost to BSNL) (Col. 5).
- (ii) The grand total of entire column 5 will be arrived and lowest grand total will be treated as L-1.
- 22.3 "Duties & Taxes for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO/APO.
- 22.4 Suppliers should furnish the correct HSN /SAC classification/Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
- 22.5 In case the Duties, Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties ,Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- 22.6 The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
- 22.7 If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties, Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm.
- 22.8 If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.
- 22.9 If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

### **23. CONTACTING THE PURCHASER**

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

### **24. PLACEMENT OF ORDER**

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

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**24.2.** The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/Taxes within scheduled delivery date, the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking Viz., L1/L2. /L3... etc. Keeping other levies & charges unchanged.

**24.3.** The purchaser reserves the right for the placement of order of entire tendered quantity on the L-1 bidder with the lowest evaluated price.

**24.4.** In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section-4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

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

- a) BSNL reserves the right to increase or decrease up to 25% of the quantity of services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- b) The purchaser shall be entitled at any time during the currency of the tender to increase or decrease the total quantity of each item or the total cost of works of the NGD BA in the tender by 50% of the tender value.

## **26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

## **27. ISSUE OF ADVANCE PURCHASE ORDER**

**27.1**The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

**27.2**The bidder shall, within 14 days of issue of the Advance Purchase Order, give his unconditional acceptance along with performance security of 10 % of the total bid value in conformity with bid document at Section-7(B) and to enter into agreement. If the bidder fails to submit the unconditional acceptance and the Performance Security deposit within the said period as specified in the APO, the APO shall be automatically treated as cancelled.

## **28. SIGNING OF CONTRACT**

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

**28.2.** Upon the successful bidder furnishing performance security pursuant to clause 27.2, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 of this section.

## **29. ANNULMENT OF AWARD**

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

## **30. QUALITY ASSURANCE REQUIREMENTS- Not Applicable.**



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### 31. REJECTION OF BIDS

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

**a)** Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

**b)** Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.

**c)** Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.

**d)** While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliance s must be given.

**e)** Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

**f)** Section-4 Part A clause 9.5 on discount which is reproduced below: -

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

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

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

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

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

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

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

- a)** Does not provide the services in time;
- b)** Services provided by the vendor does not perform satisfactory in the field in accordance with the specifications;
- c)** Or any other default whose complete list is enclosed in Appendix-1.

Purchaser will take action as specified in Appendix-1 of this section.



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<b>Appendix-1 to Section 4 Part A of referred at clause 32</b>		
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
<b>1(a)</b>	<p>Submitting fake / forged</p> <p><b>a)</b> Bank Instruments with the bid to meet terms &amp; condition of tender in respect of tender fee and/ or EMD;</p> <p><b>b)</b> Certificate for claiming exemption in respect of tender fee and/ or EMD;</p> <p>and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.</p>	<p><b>i)</b> Rejection of tender bid of respective Vendor.</p> <p><b>ii)</b> Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p><b>iii)</b> Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work &amp; services except to make the already received material work/ complete work in hand.</p>
	<p><b>Note 1:</b> However, in this case the performance guarantee if alright will not be forfeited.</p> <p><b>Note 2:</b> Payment for already received supplies/ completed work shall be made as per terms &amp; conditions of PO/ WO.</p>	
<b>1(b)</b>	<p>Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms &amp; conditions with the bid to meet terms &amp; condition of tender:</p>	
	<b>(i)</b> If detection of default is prior to award of APO	<b>i)</b> Rejection of Bid & <b>ii)</b> Forfeiture of EMD.
	<b>(ii)</b> If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)	<b>i)</b> Cancellation of APO, <b>ii)</b> Rejection of Bid & <b>iii)</b> Forfeiture of EMD.
	<b>(iii)</b> If detection of default after receipt of PG/ SD (DD, BG etc.).	<b>i)</b> Cancellation of APO <b>ii)</b> Rejection of Bid & <b>iii)</b> Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	<b>(iv)</b> If detection of default after issue of PO/ WO	<b>i)</b> Termination/ Short Closure of PO/WO and Cancellation of APO <b>ii)</b> Rejection of Bid & <b>iii)</b> Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	<p><b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p>	
	<p><b>Note 4:</b> No further supplies are to be accepted except that required to make the already supplied items work.</p>	
S. No.	Defaults of the bidder / vendor.	Action to be taken

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A	B	C
<b>2</b>	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties &amp; responsibilities for the following:</p> <p><b>a)</b> Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p><b>b)</b> Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
<b>3</b>	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>For feature of EMD.</p>
<b>4.1</b>	<p>Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.</p>	<p><b>i)</b> Termination of PO/ WO. <b>ii)</b> Under take purchase/ work at the risk &amp; cost of defaulting vendor. <b>iii)</b> Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
<b>4.2</b>	<p>Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.</p>	<p><b>i)</b> Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. <b>ii)</b> Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor. <b>iii)</b> Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
<b>5.1</b>	<p>The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.</p>	<p><b>i)</b> If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD. OR <b>ii)</b> If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C

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5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p><b>i)</b> If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p><b>ii)</b> If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p><b>iii)</b> Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p><b>(a)</b> for amount already paid by BSNL.</p> <p><b>(b)</b> for Quantity in excess of that supplied by Vendor to BSNL.</p> <p><b>(c)</b> for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p><b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p><b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p><b>i)</b> Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p><b>ii)</b> Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p><b>a)</b> Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p><b>b)</b> Disrupts/ Sabotages functioning of the BSNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to these elements and/ or any other TSP through BSNL.</p> <p><b>c)</b> Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p><b>d)</b> hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p><b>e)</b> Undertakes any action that affects/ endangers the security of India.</p>	<p><b>i)</b> Termination of PO/ WO.</p> <p><b>ii)</b> Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p><b>iii)</b> Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p><b>iv)</b> Legal action will be initiated by BSNL against the Vendor if required.</p>
<b>S. No</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C

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<b>8</b>	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><b>i)</b> Termination/ Short Closure of the PO/ WO.</p> <p><b>ii)</b> Settle bills for the quantity received incorrect quantity and quality if pending items do not affect working or use of supplied items.</p> <p><b>iii)</b> No further supplies are to be accepted except that required to make the already supplied items work.</p> <p><b>iv)</b> In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p><b>v)</b> In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
<b>9</b>	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><b>i)</b> Termination/ Short Closure of the PO/ WO.</p> <p><b>ii)</b> Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p><b>iii)</b> No further supplies are to be accepted except that required to make the already supplied items work.</p> <p><b>iv)</b> In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p><b>v)</b> In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD</p>
<b>10</b>	If the vendor does not return/ refuses to return BSNL's dues:	<b>i)</b> Take action to appoint Arbitrator to adjudicate the dispute.
	<b>a)</b> in spite of order of Arbitrator.	<p><b>i)</b>Termination of contract, if any.</p> <p><b>ii)</b> Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p><b>iii)</b> Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	<b>b)</b> in spite of Court Orders.	<p><b>i)</b> Termination of contract, if any.</p> <p><b>ii)</b> 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>
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
<b>11</b>	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Goods & Services Tax /	Take Action as per the directions of CBI or concerned department.

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	Custom Departments recommends such a course	
<b>12</b>	The following cases may also be considered for Banning of business:  <b>(a)</b> 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>(b)</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.  <b>(c)</b> If the vendor/ supplier fails to submit required documents/ information, where required.  <b>(d)</b> 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>i)</b> 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.
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note 8:-</b> In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
<b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC (if entered) which will continue along with settlement of Bills.		

**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 canceled 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).

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**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 the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

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

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

**37.** Reservation/ Procurement from MSE units: The guidelines/instructions/laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

**SECTION-4 Part B  
SPECIAL INSTRUCTIONS TO BIDDERS**

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

1. Eligibility Conditions: As Specified at Section-1 Part A Clause 4.

2. Bid Security

The bank guarantee for bid security or Micro & Small Enterprise (MSE) registration along with Declaration regarding the registration in Central Procurement Portal for claiming exemption from submission of bid security, as prescribed in clauses 12.1 &12.2 of Section-4 Part A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee so submitted shall be as per the format given in Section-7(A) on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

3. Distribution of Quantity

The Purchaser intends to limit the number of technically and commercially responsive 2 bidders from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.



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

No. of Bidders To be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)	
	L1	L2
Two Bidders	60%	40%

**Table 1(B) (With provisions for MSE Units):**

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)		Quantity earmarked for MSE bidder(s) (Col. 3)
	L1	L2	
Two Bidders	45%	30%	25%

As per the BSNL CO ND Ref. F. No: CA/MMT/3-2018 Dated 18-07-2019, the following guidelines are implemented for MSE units:

Note 1(a): Table 1(B) shall be followed if the tender has provision for reservations for MSE units.

Note 1(b): In case of tenders like for Turnkey projects etc. where it is not feasible to award the work to more than one bidder, the provisions for MSEs shall not be made.

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

Note 3: If L-1, L-2, etc. happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price, then 25% reserved quantity shall be distributed amongst such MSE bidders.

Note 4: Out of 25% target of annual procurement from MSEs 20% shall be procured from MSEs owned by SC/ST entrepreneurs.

Note 5: Out of annual procurement from MSEs, 3% from within the 25% target shall be earmarked for procurement from MSEs owned by women.

4.1 In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.

4.2 In case if only one bidder out of all qualifies all eligibility conditions and becomes successful, the Purchaser reserves the right to award 100% of the work to the successful bidder.

**Section- 4 Part C**  
**E-tendering Instructions to Bidders**

(eTS) adopted by BHARAT SANCHAR NIGAM LIMITED through portal(website) <https://etenders.gov.in/>

**1. Registration of the Contractors/Bidders:** All the Contractors intending to participate in the tenders floated online using Electronic Tendering System (ETS) are required to get registered on the e-Tender Portal (website) <https://etenders.gov.in/>

Only after the concerned officer of NIC approves the Registration / Empanelment of the contractor online, the contractor shall be allowed to participate in the tenders floated by BSNL using the Electronic Tendering System.

After successful Registration on above mentioned portal you'll get a User ID and Password to access the website.

**a. Viewing of Online Tenders:** The contractors/bidders can view tenders floated on online

Electronic Tendering System (ETS) hereinafter referred as "e-Tendering System" through portal (website). They can view the details like online scheduled dates (Key Dates), Tender Notice, Terms and Conditions, drawing (if any) and any other information.

To download through work flow, they need to login on to the above portal and can download the tender documents of an e Tender.

**b. Key Dates:** The contractors/bidders can view the Online Scheduled dates of e tendering System (time schedule) hereinafter referred as "**Key Dates**" for all the tenders floated using the online Electronic tendering system on above mentioned portal (website).

**c.** The bidders are strictly advised to follow dates and time as mentioned in Key Dates of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule (Key Dates) to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

**d.** The bidder should ensure that the status of a particular stage should be shown as "Completed" before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the bidder if the status of a particular stage is "Pending" till the expiry date and time of that stage and he is not able to proceed further in the e-Tendering process.

The Key dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

**e. Obtaining a Digital Certificate and its Usage:**

i) On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal.

The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language where as decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

ii) The bidders may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>.

iii) The Bid (Online Offer) for a particular e-Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission.

In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

iv) Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal(website)

**f. Tender Download:** The Eligible Bidders can download the Tender Document online from above e-Tendering Portal on or before the Key Dates mentioned in the e-Tender floated.

**g. Submission of Bid Hash of online bids:**

The bidders are required to prepare their bids on online e-Tendering Portal as mentioned above. During bid preparation the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in the e-Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also, bidders are required scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view

and note down or take a printout the Bid Hash submitted and ensure that it matches during "Re-Encryption of Bids" stage. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

**h. Generation of Super Hash:** After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated by concerned BSNL official. This is equivalent to sealing the tender box.

**i. Re-Encryption of Bids:** Once the Generation of Super Hash stage is completed the Contractors/bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department user's Public Key which will be included in the e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to BSNL user.

**j. Opening of Tender (Electronic offers):** The authority receiving the tenders or his duly authorized officer shall first open the "EMD Envelope" (if applicable) of all the contractors/bidders and check for the validity of EMD and other Pre-Qualification Docu-

ments such as tender fee etc. if applicable submitted in the "EMD/Technical Envelope", as required by BSNL. In case, the requirements are incomplete, the Technical Bid/Commercial (whichever is applicable) of the concerned contractor received shall not be opened.

k) The authority shall then open the tenders submitted by the bidders online through the e-tendering Portal (website). They will match the hash of each tender with the hash submitted by the contractors during "Submit Bid Hash" and "Re-Encryption of Bids" stages. In the event of a mismatch, the offer in question will be rejected after a due process of verification by concerned division of BSNL.

l) Short listing of Bids (Electronic Offers): After the evaluation (online/manual) of a specific Envelope (i.e. EMD or Technical) and offers submitted by contractors, the short listing process will be executed on online e-Tendering Portal only. The result of such short listing process will be available online for viewing to bidders through their respective logins details.

m) **Details of Opened Tenders:** The details techno commercial or financial details (whichever is applicable) will be available for viewing online only by participating bidders in a particular tender through their respective login details.

## 2. Bid related Information for this Tender:

The entire bid-submission would be online on eTS.

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD) as per the key date.
- Online Downloading the Tender Document as per the Key Date.
- Online Submission of digitally signed copies of the Bids (Techno- Commercial and Financial) as per the Key Dates.

## 3. Offline Submissions:

The bidder is requested to submit the following documents offline to AGM (A & L) , 2nd Floor, O/o GM BA Telecom, BSNL, BSNL Bhavan, Panagal Road, , Nalgonda-508001 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD - Bid Security Declaration or Bid Security in Original.
2. DD/ Bankers cheque against payment of tender fee.
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A.

## 4. E-Reverse Auction

E-Reverse Auction would be conducted on Unit/ total package/ net cost to BSNL value for bid

evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

S.No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be communicated to technically responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	1 hour
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	5 minutes
3.2	Time-Duration of Automatic extension	10 Minutes
3.3	Maximum number of Auto-Extensions	5 Automatic Extensions.

4	Criteria of Bid-Acceptance	'Beat on Starting last quoted Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	L1 per Unit of each capacity of Power Plant
6	Minimum Bid-Decrement	2% of Basic Unit Price of each Tendered item
7	Display of 'Pseudo Identity of Bidders during bidding.	All Bidders, as well as, BSNL's Officers.
8	Display of Bidders own current Rank	Yes

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

### 5. Other Instructions

For further instructions, the vendor should visit the home-page of the CPP portal (<https://etenders.gov.in>),

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 deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission dead line on ETS
3. Get your organization's concerned executives trained on ETS well in advance of you first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

### 6. Minimum Requirements at Bidders end

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

**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.

**2. STANDARDS**

The goods/services supplied/rendered under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section -3.

**3. PATENT RIGHTS**

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods/services 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 10 % of the value of Advance Work Order/ Lol, through DD/PBG , within 14 days from the date of issue of Advance Purchase Order by the Purchaser.**

**Or**

**Bidder shall furnish 2% of to the work awarded as SD in the form of DD/ BG within 14 days from date of issue Advance Purchase Order by the Purchaser. The balance 8 % of SD will be recovered from the running bills @ 10% from each bill till the total SD reaches 10% of the work awarded.**

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

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

**5. INSPECTION AND TESTS – Not applicable for this tender**

**6. DELIVERY AND DOCUMENTS**

**6.1** Delivery of the goods/services and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods



shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

**6.2** The delivery of the goods/services and documents shall be completed within time frame stated in Clause 5 of Section-2 (Tender information).

**6.3** All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

**6.4** The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

**7. TRAINING:** Not applicable for this tender

**8. INCIDENTAL SERVICES:** Not applicable for this tender

**9. SPARES:** Not applicable for this tender

#### **10. WARRANTY**

The contractor shall warrant that the works executed shall be free from all defects and faults, the workmanship shall be of the highest grade and consistent with the established and generally accepted standards for the goods/services and shall perform in full conformity with the specifications. This warranty shall survive inspection or payment for/ and acceptance of services.

#### **11. INSURANCE:**

The Contractor(s) shall also take out workmen's compensation insurance as required by Law and undertake to indemnify and keep indemnified BSNL from and against all manner of claims, demands, losses, damages, costs (including the cost between attorney and client) and charges and expenses that may arise in regard to the same or that the Government may suffer or incur with respect to and/or incidental to the same. The Contractor(s) shall have to furnish originals and/or attested copies when called upon by the Purchaser or its nominee of all the insurance policies taken as afore said, within 15 days of being called upon to do so together with all premium receipts and other papers related thereto which the Purchaser may require. In no case, the work should be commenced without taking the necessary insurance policies as aforesaid.

#### **12. PAYMENT TERMS**

Payment of specified percentage of the price as stated in clause 5 of Section -2 (Tender Information) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

**12.1 Paying Authority:** Payment of the bills will be made by the **AO (Cash) , BSNL, NGD BA.**

**12.2** Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc shall be submitted.

**12.3** Advance payment against the work order is not allowed.

**12.4** Payment shall be made in Indian Rupees Only. All payments shall be made through e-Account only. The supplier shall submit necessary information mentioning Account number, Name of the bank and the branch address at the time of agreement.

**12.5** The bill shall be passed as per the delegation of financial powers.

**12.6** The successful bidders (Contractor) should ensure that the designated officer (who issues work orders) to issue the work orders for the complete item of the work as per clause 1 (Name of Work) of section I of the tender document. The partial name of item of the work in the work order as well as in the invoices will be disallowed for payment.

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- 12.7 100% of the payment shall be made for the bills submitted by the Contractor(s) for successful completion and commission of services executed against the work orders issued to them.
- 12.8 The contractor(s) should apply for the payment of bill after completion of all the items of the works in that work order.
- 12.9 The following documents shall be submitted along with the bill for claiming the payment.
- a) Bill in triplicate with details of the site name, SSA name, services executed (Item No and complete description of work to be mentioned in the bill) under the work order, work order number, PO number and date
  - b) Work Order
  - c) Copy of Price list as per PO.
  - d) A completion certificate from the designated officers of the BSNL is required for the works executed.
  - e) A Certified copy of the work diary in respect of Rigger works during month.
  - f) The date of commencement and the date of completion of the work.
- 12.10 The details of PAN No., GST, Invoice number and RTGS No. shall be printed on the invoices.
- 12.11 Proof of payment of GST, if applicable.
- 12.12 Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note:-

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
  - 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
  - 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
  - 4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.
  - 5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.
- 12.13 The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-

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

### 13. PRICES

**13.1.** Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/duties as specified in Clause-13.2 mentioned below.

**13.2.** For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

**(a)** Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time

**(b)** In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.

**(c)** In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

**13.3.** Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

#### **14. DELETED**

#### **15. SUBCONTRACTS**

Sub-contracting under this tender is "PERMISSIBLE" for the execution of the Services for Optimization in Cellular Systems in the GSM Network of Khammam OA in Nalgonda BA but the responsibility for following the labour laws lies with the main vendor / contractor. Any disputes / problems arising due to labour act are the responsibility of the main vendor only and BSNL is no way part of the disputes / problems.

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

**16.1.** Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance un-supplied item at the risk and cost of the defaulting vendors.

**16.2.** Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

**(a)** Forfeiture of its performance security,

**(b)** Imposition of liquidated damages, and/ or

**(c)** Short closure of the contract in part or full and/ or termination of the contract for default.

#### **16.3 Issue of Work Order:**

16.3.1 The work orders will be issued by an officer of the rank of Divisional Engineer/Assistant General Manager or an officer authorized by the GM Nalgonda BA.

16.3.2 The purchaser reserves the right to issue the work orders awarding the works to the successful bidder (contractor) for any or some of the item of works as per the requirement.

16.3.3 The total cost of tender of a NGD BA is the limiting factor for awarding the works in the NGD BA. The estimated quantity mentioned against each item of work in NGD BA in the TABLE-2 under NIT is only indicative and the works may be awarded as per requirement against any item of work in excess of the estimated quantity.

16.4 Terms and conditions:

16.4.1 The Tender will be finalized based on the evaluated total bid prices quoted by the bidder for the works under each Line item wise.

16.4.2 Partial quoting of prices is not permitted.

16.4.3 The same rates shall also be applicable to similar works in 2G/3G/4G/WLL/ Wi-Max field.

#### **17. LIQUIDATED DAMAGES**

- 17.1 The date of execution of the services stipulated in the acceptance of tender should be deemed to be the essence of the contract must be completed within the dates specified therein.
- 17.2 If the contractor does not complete the works at site on receipt of work order within the time period mentioned in the work order, the contractor shall be levied as compensation, an amount equal to 1 % of the order value for the works at that specific site for every day for the period the work remains un-executed after the expiry of the time given, subject to a maximum of 25% of the contract value of the Tender.
- 17.3 In case the contractor does not start work after expiry of the period mentioned in the work order, Purchaser shall be free to re-allot the work to any other contractor or any outside agency and charge the expenditure incurred for completion of the said work to the original contractor in addition to the 25% penalty as per the clause 17.2
- 17.4 Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier. Further the same shall not be challenged by the supplier either before Arbitration, tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- 17.5 GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.

## 18. FORCE MAJEURE

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

**18.2.** 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.

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

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

- (a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 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.

**20. TAX INDEMNITY CLAUSE:** BSNL has the right to recover Input Tax Credit (ITC) loss suffered by it due to any mis-declaration on invoice by the supplier.

## 21. ARBITRATION

ARBITRATION (Applicable in case of supply orders/Contracts with firms. Other than Public Sector

Enterprise) (Not applicable in cases valuing less than Rs. 5 Lakhs).

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

- (1) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 day's 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 Rupees for the purpose of constitution of the arbitral tribunal.
- (2) The number of the arbitrators and the appointing authority will be as under:

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

- (3) Neither party shall appoint its serving employees as arbitrator.
- (4) If any of the arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceeding. It shall be lawful for the concerned party/arbitrators to appoint another person in this place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor has left it both parties consent for the same; Otherwise, he shall proceed de novo.
- (5) Parties agree that neither party shall be entitled for any pre-reference or pendent lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (6) Unless otherwise decided by the parties, Fast Tract 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.

**29B. Fast Track Procedure-**

- (1) Not withstanding anything contained in this Act, the parties to an arbitration agreement, any, 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 tract procedure specified in sub-section(3).
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast tract procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (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.

hearing is (d) The arbitral tribunal may dispense with any technical formalities, if an oral disposal of the held, and adopts such procedure as deemed appropriate for expeditious case.

(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.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-section (3) to (9) of section 298 A shall apply to the proceedings.

(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.

(7) The Arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claim and Counter Claims	Period for making and publishing of the award (Counted from the date the arbitral tribunal enters upon the reference)
Up to 5 Crores	Within 6 months (Fast Tract 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 Act.

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

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

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.

21.2 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party agreed by such award may make a further reference for setting aside or revision of the award to the Law Secretary,



Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

### 21.3. APPLICABLE LAW AND JURISDICTION:

- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.
- (b) Foreign companies, operating in India or entering into joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.
- (c) The venue of arbitration shall be GMT, Nalgonda BA, Nalgonda or the office of the Arbitrator situated at Nalgonda.

### 22. SET OFF

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

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

**23. INTIMATION OF SUPPLY STATUS :**Not applicable

**24. DETAILS OF THE PRODUCT :** Not applicable

### 25. FALL CLAUSE

**25.1.** The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section-5A. Further, if at any time during the contract (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;  
And / or

**(b)** The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

**25.2.** The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

**25.3.** The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."

**25.4.** In case under taking as in Clause 25.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

### 26. COURT JURISDICTION

**26.1.** 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.

**26.2.** 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 Nalgonda only".

### **27. General Guidelines:**

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

### **28. GST Invoices and Compliances:**

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

28.2 Invoice/Supplementary invoice/debit Note/ Credit note / Receipt Voucher need to be issued in complaint format and timely within the time prescribed under GST law.

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

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

28.5 Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.

28.6 BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL

28.7 It is the responsibility of the supplier to ensure that place of supply and GSTIN of BSNL are in the same state. If for any reason they are not in the same state. The supplier shall intimate to BSNL and give adequate time before raising of the invoice.

28.8 E-way bill number should be mentioned on the invoices and should be raised at suppliers' end.

28.9 Supplier shall be responsible for timely issuance and delivery of invoice/DN/CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

(a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly, if not, then cost would be borne by supplier.

(b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliance's to be adhered by supplier includes (but is not limited to) the following:

(i) Upload appropriate invoice details on the GSTN within the stipulated time;

(ii) Issuing GST compliant invoice/ CN/DN PO issued by BSNL should be referred by supplier for capturing information on the invoice.

(iii) Supplier needs to pay the entire self-assessed tax on timely basis.

(iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes with respect to the mismatch are required to be accepted by the supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of supplier fault, prompt amendments must be made by the supplier. Else supplier would be required to identify BSNL for the losses of credit and interest paid due to mismatch.

(v) Supplier to issue all necessary documentation and perform all necessary compliance's for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t GST charged by the supplier would be recovered from the supplier.

(vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

28.10. Refer annexures below (placed as Annexure – A1) for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

28.11. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to ship to scenario) shall have to be submitted.

28.12. It shall be responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.

## 29. CONTRACTOR CONDITIONS:

29.1 The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such constructions, be construed and taken to mean the works by the contract to be executed, whether temporary or permanent and whether original, altered, substituted or added.

29.2 The person(s) whose tender is to be accepted (hereinafter called the contractor(s) shall, within ten days of the receipt by him/them of the notification of the acceptance of his/their tender, enter into agreement and pay the performance security as mentioned in clause 3 of section III for the due fulfillment of his/their contract.

29.3 All compensation or other sums of money payable by the Contractor(s) to BSNL under the terms of his/their contract may be deducted or paid by the sale of a sufficient part of his/their security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractors by BSNL on any account whatsoever, and in the event of his/their security deposit being reduced by reason of any such deduction or sale of aforesaid, the Contractor(s) shall within fifteen days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by the sale of his/their security or any part thereof.

29.4 The Contractor(s) is/are to set out executing the whole of the works in conjunction with an Officer to be deputed by the Purchaser and during the progress of the works to amend on the requisition of the Purchaser, any error which may arise therein and provide all the necessary labour and materials for so doing. The Contractor(s) is/are to provide labour and materials which may be necessary and requisite for the works. All the materials and the workmanship are to be the best of their respective kinds.

29.5 The Purchaser shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications and instructions, locations may appear to him to be necessary or advisable during the progress of the work and the contractor(s) shall bound to carry out the work in accordance with any instructions which may be given to him/them in writing signed by the Purchaser. Such additions, omissions, alterations or substitutions shall not vitiate the Contract.

29.5.1 If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

29.5.2 If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

## 30. COMPLETION CERTIFICATE:

30.1 The contractor shall give a notice to the designated officer for the completion of the work in a site mentioned in the work order, the officer in-charge shall inspect the work within 1 week (7 days) and issues a completion certificate for the work(s) done at the site if all contractual obligations are satisfied.

30.2 The completion certificate shall be issued under the following conditions:

- 30.3 The contractor(s) should remove from the site rubbish, waste material, any sanitary arrangements, temporary structures etc installed during the course of installation.
- 30.4 If the Contractor shall fail to comply with the requirements of above clause 12.3, as to removal of scaffolding, surplus materials, rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, the Officer In-charge may at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish etc., and dispose off the same as he thinks fit and clean off such dirt.

### **31. SAFETY CODE :**

- 31.1 All necessary personal safety equipment's and accessories as considered adequate by the Purchaser or its nominee should be kept available for the use of persons employed on the site and maintained in condition suitable for immediate use, and the contractor(s) should take adequate steps of ensuring proper use of equipment by those concerned.
- 31.2 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals by the Contractor.
- 31.3 Any other accessories needed for protection during work execution should be arranged by the contractor.
- 31.4 The Contractor(s) shall not employ persons below the age of 18 years and females for all works involving risk. Only men above the age of 18 years shall be employed.
- 31.5 To ensure effective enforcement of the Rules and Regulations relating to safety precautions, the arrangements made by the Contractor(s) shall be open to inspection by the Labour Officer or by the Purchaser or by its Nominee or representatives.
- 31.6 Notwithstanding the above clauses, there is nothing in these to exempt the Contractor(s) from the operations of any other Act or Rules in force in the Republic of India.

### **32. LABOUR CONDITIONS:**

- 32.1 Successful bidders should have registered themselves with Assistant Labour commissioner (central) as per contract labour (regulation and abolition) Act (Central) 1972 and Contract Labour Rules (Central) 1971 as applicable and submit the copy of the license along with the bid.
- 32.2 The Contractor(s) should keep the list of workers being engaged on the work with their full postal address and specimen signatures. Every day, attendance should be taken by the contractor/ In-charge of the work and no unauthorized persons should be allowed to attend the work either on the tower or near the tower.
- 32.3 The Contractor(s) should take all necessary precautions for the safety of the persons and other properties. The workers should be insured under Janatha Insurance for any type of compensation in case of any injury to any person.
- 32.4 The contractor will be assigned with the work anywhere in Andhra Pradesh. The contractor will follow the instructions of the designated officer if the designated officer desires to dismiss or remove any person from the site of the work who may be able to deploy sufficient man power for carrying out works.
- 32.5 Provision for shelter and other necessary amenities for the labour engaged by the contractor during the course of installation works should be done by the contractor himself.
- 32.6 Engaging child labour (below the age of 18) is strictly prohibited.

**33. WORK CONDITIONS:**

- 33.1 Adequate number of workers shall be employed by the contractor per each site to ensure timely completion of entrusted works and to avoid damage to the telecom materials at site and also to ensure required precautions during hoisting of all components.
- 33.2 All necessary tools and instruments required for Hoisting and De-hoisting of cellular/ MW antennas and connectorization of RF cable shall be arranged by the Contractor and are not supplied by the BSNL.
- 33.3 **All necessary safety tools and instruments required for Riggers and supporting staff for carrying out all RF works shall be arranged by the Contractor and are not supplied by the BSNL.**
- 33.4 The failure of instructions of the Purchaser or any other officer authorized by the Purchaser to bring any defects to the notice of the contractor(s) does not relieve the latter of his/their obligations to secure the quality of work and rate of progress required by the contract. Any loss to the contractor due to the stoppage of work for reasons given above has to borne by him/them and any damage to the work shall be made good to the Purchaser.
- 33.5 The Contractor(s) shall warn the Public about the danger of falling materials by providing display board and by other means also.
- 33.6 The Contractor(s) shall not cause any injury or damage to the Public or private properties or persons while executing the work. Any consequential damages done to the campus due to the irregular/ sloppy work shall have to borne by the contractor.
- 33.7 The Contractor(s) should not tamper with or damage any structure in the camps or within the tower itself.
- 33.8 The contractor shall give a declaration that he or the firm has not been terminated, nullified or black listed on any of the earlier tender of BSNL.

**34. PENALTY CLAUSE :**

Penalty shall be imposed in case of none or partial or delayed performance of works within stipulated time frame as mentioned below.

- 34.1 If the contractor does not complete the works at site on receipt of work order within the time period mentioned in the work order, the contractor shall be levied as compensation, an amount equal to 1% of the order value for the works at that specific site for every day for the entire period the work remains un-executed after the expiry of the time given, subject to a maximum of 25% of the contract value of the Tender.
- 34.2 In case of any damages to BSNL property person while executing the Job the entire cost of such damages will be recovered from the Vendor.
- 34.3 Penalty for incomplete work: The bid security will be forfeited. Besides the vendor is liable to pay penalty of 10% of the approved rate to the purchaser and vendor will be blacklisted. Purchaser reserves the right either to short close / cancels this work order.
- 34.4 In case of not meeting the requirements further work will be stopped and the performance guarantee invoked and adjusted towards losses incurred to the BSNL. The Vendor will be blacklisted.
- 34.5 Attending/Rectification the fault related to (rigger activity, VSWR, Tilt, Orientation , Antenna height adjustment, swapping etc.),the following is timelines for attending the fault, penalties per site and Severity level
  - <24 hrs-----No penalty
  - >24 to 48<hrs-----Rs.10/hr (Major)



>48hrs -----Rs.30/hr (Major)

**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. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Purchaser.
2. Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to amendment of relevant clause(s) of the bid documents.
3. The tender shall be evaluated on the basis of rate mentioned in Price schedule (Part B) of section 9.
4. The Purchaser reserves the right to negotiate with the bidder against the rates quoted by bidder under Price Schedule of the financial bid.
5. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
6. The Purchaser reserves the right to reject a bid as non-responsive if the prices for all items are not quoted by the bidder in the price schedule.
7. It is not mandatory on the part of the purchaser to issue work order to successful bidder for all the items of the tender. The Purchaser reserves the right to issue work orders to only some of the items mentioned in the tender as per his convenience, depending on the availability of stores and requirement.
8. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
9. The Tender will be evaluated separately each Line Item wise as mentioned in section 1 of clause 1. All the bidders must quote for all the Line items. In NGD BA both L1 & L2 will be listed. If the competent authority finds that the L1 is not in a position to carry out the job, the competent authority can assign the job to the L2 bidder at L1 rates.
10. The successful bidder should engage adequate number of well skilled, technically qualified, active, motivated and dynamic personnel for carrying out the works.
11. If the excise duty lower than the quoted amount is paid at the time of supply due to concessions available to the small scale industrial units, the benefit will be passed on to the Purchaser and composite price payable will be considered as modified accordingly. Further, the supplier has to provide full details about the excise duty paid along with the challans to enable BSNL claim the CENVAT credit.
12. The bidder shall strictly adhere to the conditions prescribed by the Purchaser only.
13. The terms and conditions prescribed by the Purchaser in this document shall form part of the agreement to be entered into between both the parties.
14. Any current proceedings against the bidder by any unit of BSNL should be informed at the time of the bid. In case of any suppression of information/providing false declaration is known at a later date, the bid is liable to be rejected. Also, in case any penalty is imposed by any BSNL unit against the successful bidder between the submission of the bid and end of the deliveries against the issued PO, BSNL reserves the right to cancel the PO placed



forthwith and regulate the security deposit/PBG as per BSNL guidelines. BSNL will then be free to award the full/part of the requirements to any of the other willing bidders.

**SECTION-6  
UNDERTAKING & DECLARATION**

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

**a) Certified that:**

**1.** I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

**2.** If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

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

**1.** All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.

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

Date: .....

Signature of Tenderer

Place: .....

Name of Tenderer .....

Along with date & Seal

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

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

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 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

**SECTION- 7**  
**PROFORMAS**  
**7(A1) For the BIDSECURITY/ EMD Guarantee**

**For the Declaration regarding**  
**BID-SECURITY/EMD Guarantee**  
(To be typed on LETTER HEAD OF FIRM)

Sub: Declaration regarding Bid Security/EMD guarantee.

I/We \_\_\_\_\_

M/s \_\_\_\_\_ of have participated in  
E- TENDER FOR "Services for Optimization of Cellular Systems in the GSM Network of  
Nalgonda BA"

Tender Id: \_\_\_\_\_.

I/We hereby declare that if I/we withdraw or modify our bid/s during period of its validity etc., I/we agree that the bid will be suspended and I /we will be debarred/banned by the General Manager Nalgonda BA for the period of one year from any further work/contract by BSNL form the date of issue of such order.

Place:

signature

Date:

Capacity in which is signed

Name and Address of the firm  
Seal of the firm.

**7(A2) For the BIDSECURITY/ EMD Guarantee**

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

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

Whereas M/s .....

R/o ..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (hereafter known as the "B. G. Amount") valid up to ...../...../ 20..... (Hereafter known as the "Validity date") in favour of AO (Cash) Main, O/o PGM-NGD, BSNL Bhavan, Nalgonda (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 or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;

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

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

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) Main, O/o PGM Telecom, NGD, BSNL, Nalgonda" payable at Nalgonda.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....  
.....

Telephone Numbers .....

Fax numbers .....

**7(B) For the Performance Guarantee**

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

Dated:.....

**Sub: Performance guarantee.**

Whereas General Manager Telecom, BSNL, Nalgonda BA, Nalgonda R/o .....  
 ..... (hereafter referred to as BSNL) has issued an APO no. .... Dated  
 ...../...../20.... awarding the work of ..... To M/s  
 .....

R/o ..... (hereafter referred to as "Bidder") and BSNL has  
 asked him to submit a performance guarantee in favour of General Manager Telecom, BSNL, Nalgonda BA,  
 Nalgonda of Rs. ..../- (hereafter referred to as "P.G. Amount") valid up to ...../...../20.....  
 (hereafter referred to as "Validity Date") Now at the request of the Bidder, We  
 .....

Bank .....Branch having .....  
 ..... (Address) and Regd. office address as .....  
 ..... (Hereinafter called  
 "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained;

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

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

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash), O/o PGM Telecom, BSNL Bhavan, Adarsh Nagar, BSNL, Nalgonda-508001" payable at Nalgonda.



8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**7 (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 , O/o AGM(MM), 5<sup>th</sup> Floor, Room No:503, BSNL Bhavan, Adarsh Nagar,  
Nalgonda.

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

.....  
Signature of the Representative

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

Name of the Representative on behalf of the Bidder

.....  
Signature of the alternative Representative

.....  
Name of the alternative Representative

Above Signatures Attested

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

**7(D) Model Amendment Letter Intimating Conditions for Extension of Delivery Period**  
(Refer to Appendix (i) to clause 16.3 of Section-5 Part A)

**Registered Ack. Due**

Address of the purchaser

-----  
-----

To

M/s .....

-----

Sub: This office contract no..... dated ..... placed on you for supply of  
.....

Ref: Your letter no..... dated .....

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. In view of the circumstances stated in your above referred letter, the time of delivery can be extended from \_\_\_\_\_ (original/ last delivery period) to \_\_\_\_\_ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause 17.2 & 17.3 Section-5 Part A of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 13 Section-5 Part A.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 13 and 25 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no. ....) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs. \_\_\_\_\_ in accordance with clause 16.3, Section- 5PartA of the contract with validity up to \_\_\_\_\_.
5. An undertaking as required vide clause 25.3, Section-5A. Otherwise furnish the details as requisite in clause 25.4 section 5 Part A" Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of.....

**Note:** The entries which are not applicable for the case under consideration are to be deleted.

**7(E)- Model Amendment Letter for Extension of Delivery Period**

Appendix (ii) to clause 16.3 of Section-5 Part A  
Registered Acknowledgement Due

Address of the purchaser

-----  
-----

To

M/s .....

-----

Sub: This office contract no..... dated ..... placed on you for supply of .....

Ref: **1.** Your letter no..... dated ..... requesting DP extension

**2.** This office letter no. .... dated ..... intimating conditions for DP extension

**3.** Your letter no..... dated ..... accepting the conditions for DP extension

In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2). In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from \_\_\_\_\_ (last delivery period) to \_\_\_\_\_ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

**(a)** Liquidated damages shall be levied in accordance with agreed clause 17.2 & 17.3 Section-5 Part A of terms and conditions of the tender/ PO.

**(b)** Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 13 Section- 5 Part A.

**(c)** The prices during this extended delivery period shall be governed as per clauses 13 and 25 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no. ....) from the date of its opening, on whichever is lower basis.

The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)  
for and on behalf of.....

Copy to :

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

(All concerned)

**Note:-**The entries which are not applicable for the case under consideration are to be deleted.

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

Tenderer / Bidder's Profile & Questionnaire to be filled online.  
(To be filled in online as per the online Form/ template available and submitted by the bidder)

**A) Tenderer's Profile**

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

2. Present Correspondence Address :  
.....  
.....  
.....  
Telephone No ..... Mobile No. ....  
FAX No. ....

3. Address of place of Works/  
Manufacture .....  
.....  
.....  
Telephone No..... Mobile No.. .....

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

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

S. No.	Name	Father's Name	Designation along with DIN number, contact nos./mail ids
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):  
.....  
.....  
.....

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

8. Details of the Bidder's Bank for effecting e-payments:  
(a) Beneficiary Bank Name:.....  
(b) Beneficiary branch Name:.....  
(c) IFSC code of beneficiary Branch.....  
(d) Beneficiary account No.:.....  
(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) ? 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. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....



**SECTION-9 Part-A**

**BID FORM**

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

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

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos..... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.

2. Bid submitted by us is proper as per the online process so as to prevent any subsequent alteration and replacement.

3. We agree to abide by this Bid for a period of .....days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.

4. We understand that you are not bound to accept the lowest or any bid, you may receive.

5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.

6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).

7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

Signature .....

Witness Name .....

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

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

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

**SECTION-9 Part-B**

**Price Schedule for "Services for Optimization of Cellular Systems in the GSM Network of Khammam OA in Nalgonda BA" (To be submitted online as per the online template/ Form available)**

- (i) Tender No. **NGD BA/MM/KHM/RF Tender/2023-24** dated **17.04.2023**  
 (ii) Name of the area: **NGD-BA/Khammam OA(combined old Khammam District)**

ITEM No.	Description of Item / Work	Quantity (per year)	Basic unit price in Rs. (Inclusive of all taxes but exclusive of GST) (B)	Total price in Rs.	SAC for services
		(A)		(C)=(A)*(B)	
I	Installation, Link alignment & establishment of LOS of Microwave link of all Makes (except commissioning) (Rate per set is to be quoted).	8			
II	Installation, Link alignment & establishment of LOS of Radio Modem of all Makes (except commissioning) (Rate per set is to be quoted).	2			
III	Repositioning of the Cellular/WLL Antenna along with Antenna Fixtures (from the existing height to any other height) including orientation/Tilting of Antenna for Network optimization in any type of Towers and any height of Tower.(Rate per Antenna is to be quoted)	12			
IV	Fabrication, supply and fixing of Horizontal Gantry with the specifications of 40mm x 40mm x 5mm, 450 mm width and 32mm x 6mm flat, with 500mm support intervals and Gantry with support of 60mm dia "B" class GI pipe at wherever necessary intervals with galvanizing including painting and Transportation to the site. (Rate per meter is to be quoted).	3			
V	Re-orientation (at both ends of the link of 15/18 GHz MW / Radio Modem) of antennae fitted at any height and on any type of tower till the desired / optimum signal levels are achieved (Rate per link is to be quoted).	18			
VI	Hoisting/De-hoisting and fixing / Dismantling of IF(Micro Wave) cable on any type of Towers and at any height of tower, including earthing and connectorization on both sides as per the A/T standards. (Rate per meter is to be quoted).	600			
VII	De-hoisting / Hoisting and fixing of Cellular / WLL RF cable with earthing and connectorization including arrestors and jumper cable per meter on any type of towers and at any height of tower. (Rate per meter is to be quoted).	600			
VIII	De-hoisting / Hoisting of Cellular / WLL Antenna and with Antenna fixtures on all types of towers and at any height of tower.(Rate per Antenna is to be quoted)	16			
IX	De-hoisting / Hoisting of Cellular / WLL Antenna on any type of Tower and at any height of	15			

	tower. (Rate per Antenna is to be quoted)				
X	De-hoisting / Hoisting of 15/18 GHz MW/Radio Modem Antenna and Antenna Fixtures on any type of Tower and at any height of Tower (Rate per one end is to be quoted)	15			
XI	Removal of Bee-hives / Eagle-nests on all types of towers, masts and poles. (irrespective of number of Bee-hives / Eagle-nests)(Rate per site is to be quoted).	14			
XII	Replacement of faulty ODU unit of DMW/Radio Modem.(Rate per ODU UNIT is to be quoted).	26			
XIII	Dehoisting /Hoisting of RRH (Remote Radio Head) Unit and fixing(Rate per sector is to be quoted)	110			
XIV	Arranging one Rigger at each SSA H/Q for one year.(Rate per rigger per month is to be quoted)	24			
XV	Installation of antenna/MW/Radio modem fixtures (mounts) on all types of towers and at any height of towers (Rate per fixture/mount is to be quoted).	12			
XVI	Installation and Commissioning of Booster / Repeater of any capacity (Wattage)(Rate per unit is to be quoted).	6			
XVII	Laying of RF Cable including Connectorization and Fixing of Omni / Patch Panel antennas. (Rate per meter is to be quoted).	100			
XVIII	De-hoisting / Hoisting and fixing of RRH power cable on any type of Towers and at any height of tower, (Rate per meter is to be quoted).	250			
XIX	De-hoisting / Hoisting and fixing of CPRI cable including RRH connectivity per meter on any type of towers and at any height of tower (Rate per meter is to be quoted).	800			

**Notes for bidder:**

1. Bidder must mandatorily quote for all GST components (CGST, SGST, and IGST) as required.
2. The bidder who submit the offer with concessional goods and service tax (GST) shall submit proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/service.
3. In case is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 7 to 12 & 14.
4. \* %age rate of FF & Packing should be shown of Basic unit price excluding all taxes and charges (ie.as %age of column 4.
5. The FF and Packing amount quoted shall not be subject to change after bid evaluation/ordering on account of charge of copper or lead base price, changing duties and taxes of item, etc.
6. Bidder must mandatorily mention HSN and SAC Numbers.

**COMPLIANCE STATEMENT OF SECTION 4 Part A and Part B**

1. The compliance statement should be unambiguous and firm. Vendor shall write "complaint" or "non-complaint" against each item and clause in the compliance statement. Any other word like "noted", "agreed", "understood", etc., would be treated as not complied
2. Any wrong/ambiguous statement in the compliance statement may lead to rejection of the Tender

Clause No.	COMPLIANCE		
	COMPLIANT	NON-COMPLIANT	If non-compliant, mention DEVIATIONS if any
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
Part B			

1			
2			
3			

.̣  
 ..̣  
**COMPLIANCE STATEMENT OF SECTION 4 Part C**

1. The compliance statement should be unambiguous and firm. Vendor shall write "complaint" or "non-complaint" against each item and clause in the compliance statement. Any other word like "noted", "agreed", "understood", etc., would be treated as not complied

2. Any wrong/ambiguous statement in the compliance statement may lead to rejection of the Tender

Clause No.	COMPLIANCE		
	COMPLIANT	NON-COMPLIANT	If non-compliant, mention DEVIATIONS if any
1			
2			
3			
4			
5			
6			

**COMPLIANCE STATEMENT OF SECTION 5 Part A & Part B**

1. The compliance statement should be unambiguous and firm. Vendor shall write "complaint" or "non-complaint" against each item and clause in the compliance statement. Any other word like "noted", "agreed", "understood", etc., would be treated as not complied.

2. Any wrong/ambiguous statement in the compliance statement may lead to rejection of the order.

Clause No.	COMPLIANCE		
	COMPLIANT	NON-COMPLIANT	If non-compliant, mention DEVIATIONS if any
Part-A			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

15			
16			
17			
18			
19			
20			
21			
22			
23			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
Part B			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			



**VENDOR MASTER FORM**

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

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

Title\* (Mr. /Ms / M/s.):

Name\* :

Address \* :

Town/District\* :

City\* :

State\* :

Postal/Pin code\* :

Country\* : India

**Contact Details** :

Telephone Number : Fax No. :

Email\_id :

(Mandatory for E-Tendering)

Mobile No. :

Name of Contact Person :

Mobile No. :

Alternate Contact Person :

**Tax information** :

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No:

Tax Registration no. :

(for Foreign Vendors)

**Income Tax Exemption details:**

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

**Excise Details:**

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissioner ate:

**Payment Transaction/Bank Details:**

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings (10) Current (11)

SWIFT Code :

(For Foreign Vendors)

IBAN :

(For Foreign Vendors)

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

Industry Status : Service Sector

Micro/ SSI Status : Yes No

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

**Notes:**

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

Authorized Signature with Stamp

Place: Nalgonda

Date:

**(For Office Use)**

Vendor Account Group : Payment Method :

TDS Type – Invoice : TDS Code – Invoice :

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

**CHECK LIST**

S. No.	Required Documents	Submitted or Not Submitted
A	Physical submission and online submission	
1	Cost of the tender document (in original)	
2	EMD (in original)- Bid security in the form of BG or MSME certificate as specified in clause 12.2 of section-4 Part A or Bid Declaration	
3	Power of Attorney (in original) & authorization for executing the power of Attorney in accordance with clause 14.3 of Section-4 Part A	
B	Technical Bid ( Online submission)	
1	Certificate of incorporation/ Registration certificate of the firm from the relevant concerned authorities	
2	Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be	
3	Approval from Reserve Bank of India /SIA in case of Foreign Collaboration (if applicable)	
4	Valid PAN No	
5	Valid MSE or MSME Certificate (i.e. NSIC/DIC/KVIC/KVIB e.t.c. as applicable)	
6	Clause by clause compliance as per clause 11.2 of Section-4 Part A in the format of annexure-6(c) of Bid Document.	
7	Bidder's Profile & Questionnaire duly filled & signed as per Section-8	
8	Certificates from all Directors of the bidder stating that none of their near relatives are working in as per section-6 (B)	
9	Undertaking & declaration duly filled & signed as per Section-6 (A).	
10	Tender documents duly signed on each page for having read it & accepted it.	
11	Tender/ Bid form- Section-9 Part A	
12	Audited Annual Report and /or a certificate from its bankers to assess its solvency/ financial capability as per clause 10.2 of Section-4 Part A.	
13	Documentary evidence about technical and production capability necessary to perform the contract. Experience certificate	
14	Execution of Educational/Commercial Order, Or proof of having supplied required tender Quantity to DOT/BSNL/MTNL/State Govt/ PSU/ any TSP/IP Vendor for eligibility.	
15	Valid GSTN registration No.	
16	Self-declaration of Non Block list by BSNL Units and by GST authorities	
17	Declaration duly signed as per clause 12 of Section-1 Part A i/r/o No addition/deletion/correction	
18	Declaration regarding registration of UAM number in CPPP shall be submitted , if applicable	
19	List of Directors including the ir names, DIN No. Along with contact Nos of Office and residence.	
20	Documentary proof i.r.o clause no. 4.1 of section-1 Part A & also for execution of orders as mentioned in the table SOR Item wise	
21	Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.(if applicable)	
22	Any other supporting documents	

	Detailed specification sheets of the materials are to be supplied	
S.No.	<b>Contents of 2<sup>nd</sup> Envelope</b>	
1	Price Schedule as per Section-9 Part B	