

(A. Government of India Enterprise)
O/o General Manager, Rourkela Telecom District - 769001

TENDER DOCUMENT

NIT No. N-32/2022-23/1 Dt.14-02-2023

NAME OF WORK:

UP-KEEPING AND MAINTENANCE OF MOBILE BTS SITES IN BSNL ROURKELA TELECOM DISTRICT

Submission of e-Tender: - Up to 13:00 Hrs of 21-03-2023

Date/Time of Tender Opening (Technical Bid):- 15:00 Hrs of 22-03-2023

<u>PLEASE VISIT THE FOLLOWING WEBSITES FOR DETAILS</u>

<u>www.odisha.bsnl.co.in</u>

https://etenders.gov.in/eprocure/app

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BHARAT SANCHAR NIGAM LIMITED

O/o General Manager, Rourkela Telecom District-769001

No. N-32/2022-23/1 Dated: 14-02-2023

SECTION-I

NOTICE INVITING E-TENDER

Digitally sealed e-tenders on two bid systems are invited by the GMTD, BSNL, Rourkela from bonafide and experienced firms/contractors for carrying out Up-keeping and maintenance of MOBILE BTS sites in Rourkela Telecom District.

TABLE-I: NIT & Eligibility Criteria Document Details:-

			Approximate	EMD/	Tender fee	NO. OF	
SI.	SI. Description	SSA	Estimated	BID	including	BTS SITES	
No.		33A	Cost for Two	security	18% GST	(NBSNL/	
			Years (Rs)	(Rs)	(Rs)	BSNL/IP)	
	Up-keeping and maintenance						
01	of MOBILE BTS sites in BSNL	Rourkela	9183600.00	183672.00	1180.00	234	
	Rourkela Telecom District						
		Please refer above	for Cost of Tend	er Paper (Nor	ı-refundable). ˈ	The cost of	
		tender paper shoul		•			
		Draft/Banker's Cheq	ue drawn after	the date of p	ublication of	NIT on any	
02	Cost of Tender Paper	Nationalized/Schedu					
02	cost of remach raper	GMTD, BSNL Rourkel					
		DD/BC towards cost			•	_	
		portal https://etend	-		_	constant is should be	
		dropped in the tende					
		The bidder shall furni	<u>-</u>	•		•	
		1	y Deposit in	•			
		<u>-</u>	Cheque of the res	•			
		any Indian Nationalized / Scheduled Bank in favour of "Accounts Officer					
		(Claim), BSNL, O/o GMTD, Rourkela" payable at "Rourkela". The scanned					
		copy of the above DD/BC towards EMD should be uploaded in					
		Https://etenders.gov.in/eprocure/app. The original DD/BC should be					
			ender box as desc	cribed in the te	ender documen	ıt.	
03	EMD/BID security	OR					
	,	(b) Bank Guarantee	•				
		,	onalized/Schedule				
			D/o GMTD, BSNL			-	
			opening date. {Pl				
			BG)}. The scanne				
			D/Bid Securit	•	•	aded in	
		·	s.gov.in/eprocure,		_		
		document.	pped in the ter	idei box as	described in	the tender	
		Tender document	can be de	own loaded	from the	wohsito	
		www.odisha.bsnl.co.					
		Tender document		_			
04	Availability of Tender	downloading from <u>I</u>					
04	Document	for Tenders through				_	
		from 27-02-2023 to	•				
		process, physical cop			_	_	
05	Pre-BID Meeting	NA	y or the tender ut	cament would	a not be availab	Je iui sale.	
0.5	רוב-טוט ועופפנוווצ	11/7					

		1						4 Page
06	Amendment of bid document					ever in exiger time of tende	-	it may be done 1.
07	Time and date of E-submission of tender	Up to	Up to 13:00 Hrs of 21-03-2023					
08	Time& Date of E-opening of Tender (Technical Bid Only)	If the exter The b	If the date is declared as holiday the opening date will automatically be extended to the next working day at same time, unless otherwise notified. The bidder must have the following documents: The bidder should be an Individual Contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be					
			given). B Cost of tender paper as per requirement. C EMD/Bid Security as per requirement. D Income Tax return for the AY 2022-23. E PAN Card issued by Income Tax Deptt. F Undertaking to submit the labour license to carry out "maintenance of Mobile BTS sites" within three weeks of signing to EPF registration Certificate. H ESI registration Certificate.					ut "Up-keeping & ng the agreement.
09	Eligibility Criteria	I GST registration certificate. The Bidder must have an experience of executing works related to: (i) Up-keeping & maintenance of Mobile BTS & it's infrastructure or (ii) Maintenance of Telephone Exchanges & it's infrastructure with or without Telecom Outdoor Network (External Plant). of BSNL/MTNL/Any other PSU or any Telecom Service Providers or Infrastructure Service Provider (holding service license). Experience having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following. a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost. "or" b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. "or" c. One similar completed work costing not less than amount equal to 80% of the estimated cost. Bidders will be required to support claims of their required experience, through certificates issued by not below the rank of JAG/Dy.GM/SE/SSA Head of BSNL/MTNL/Any other PSU. In case of Telecom Service Providers or Infrastructure Service Provider (holding service license) certificate issued by not below the rank of Circle/Zonal Head.						
		К	Marc					years, ending 31 st least 30% of the
10	_	L Minimum value of work experience and Turn over: SI. No. SSA Minimum value of work experience (please refer sl. No.9(j) above) Turn Over (please refer sl. no. 9(k) above) Turn Over (please ref						
			1	Rourkela	3673440.00	4591800.00	7346880.00	2755080.00
11	Rejection of Tender	Incomplete, ambiguous and Conditional rate, unsealed, late receipt tender will be rejected. The GMTD, BSNL, Rourkela reserves the right to accept or reject any or all tender bids without assigning any reason thereof. The GMTD, BSNL, Rourkela is also not bound to accept the lowest tender.						

NOTES:

- i) The closure time/date of downloading of tender document (by bidder) from the e-tender portal is 5 minutes before the last time/date of bid submission (i.e. the bidder can download the tender document from the e-tender portal https://eprocure.gov.in upto 13:00 Hrs of 21-03-2023).
- ii) The tendering authority reserves the right to accept/reject any or all tenders without assigning any reason thereof or is not bound to accept the lowest tender.
- iii) The quantity/no. of sites stated above or in the tender document are estimated and BSNL reserves the right to vary the quantity/no. of sites to the extent of -25 % to +25 % of specified quantity at the time of award of the contract or during the contract period without any change in unit price or other terms & conditions as per requirement of BSNL from time to time.
- iv) DELETED.
- v) The tender document can be downloaded from the website www.odisha.bsnl.co.in or https://etenders.gov.in/eprocure/app and to be submitted in the e-format. Cost of Tender Document (in the form of DD/BC), EMD/Bid security (in the form of DD/BC/BG) and Power of attorney (if applicable) in original in a sealed envelope super scribed as Envelope-A have to be dropped in the tender box placed in the chamber of AGM (Planning), O/o The GMTD, BSNL, Rourkela-769001 before 13:00 hrs of 21-03-2023 otherwise the Bid will not be considered.
- vi) Amendments, if any, to the tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- vii) Intending bidders are requested to register themselves with Https://eprocure.gov.in through https://eprocure.gov.in for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned e-tender.
- viii) BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender document would not be sold.
- ix) 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 can attend the TOE at the Meeting Room, 2nd Floor, Door Sanchar Bhawan, BSNL Rourkela-769001 where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE).
- x) Incomplete, ambiguous and conditional tender bids are liable to be rejected.
- xi) The GMTD, BSNL, Rourkela reserves the right to accept or reject any or all tender bids without assigning any reason thereof. The GMTD, BSNL, Rourkela is not bound to accept the lowest tender.
- xii) The bidder shall furnish a declaration vide Section-XVI under their 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 the website (https://eprocure.gov.in).
- xiii) In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be rejected summarily.

xiv) Tender Information

- a) Type of Tender: Single stage two bid type e-tender.
- b) Bid Validity Period/Validity of bid offer for acceptance by BSNL: 150 days from the tender opening date (Date of Technical Bid opening).
- c) The bidder should refer Section-VI of this document for details of documents to be scanned and uploaded in the Https://eprocure.gov.in's e-tender portal for BSNL.

AGM (Planning)
For and on behalf of General Manager
Telecom District, BSNL, Rourkela

SECTION-II INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. **DEFINITIONS**:

- (a) "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), Telecom District, Rourkela.
- (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.
- (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 work in this tender is awarded.

2. ELIGIBILITY CRITERIA:

- i) The bidder should be an Individual contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given). (a) Individual contractor: The bidder should submit Valid Registration Certificate as Individual contractor issued by any State/Central Government Authority. (b) Proprietorship Firm: The bidder should submit an Affidavit describing that he is the sole proprietor of the said Proprietorship firm which is executed on an non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the sate(s) concerned. The proprietorship firm should also be registered by any State/Central Government Authority as a valid contractor.(c) Partnership Firm: The bidder should submit a certificate of registration for the firm registered under Indian partnership Act'1932 and it's subsequent amendments. The bidder should also submit the copy of partnership deed. (d) Company under Indian Company Act 1956: In case of a company registered under Indian Companies Act, 1956, the bidder should submit Certificate of Incorporation, Article or Memorandum of Association along with List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact mobile/telephone numbers of office and residence.
- ii) The bidder should have deposited cost of tender paper and EMD/BID Security as per NIT section-I.
- iii) The bidder should have PAN Card. In case of proprietorship firm, PAN should be in the Individual's/proprietor's name and in case of company/partnership firm the PAN should be in company/firm's name.
- iv) The bidder should have Income Tax return for the AY 2022-23.
- v) The bidder should have Valid GST Registration certificate.
- vi) The bidder should submit an undertaking to submit the labour license to carry out "Up-keeping & maintenance of NBSNL BTS sites" within three weeks of signing the agreement for any work(s).
- vii) The bidder should have E.P.F. Registration Certificate.
- viii) The bidder should have E.S.I. Registration Certificate.
- ix) The bidder should have GST registration certificate.
- x) The bidder should have Work Experience Certificate as per section-I, NIT.

- xi) The bidder should have Turn Over certificate as per section-I, NIT.
- xii) It is mandatory to observe that, the bidder has an office or establishment in the state of Odisha for day to day better supervision of the tender works. The detail address of this office or establishment of the bidder in the state of Odisha, is to be provided by the bidder at the time of bid submission in the bidders profile. If there is no such office/establishment in any place in Odisha, his bid will be liable for rejection.

3. COST OF BIDDING:

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

B. THE BID DOCUMENTS:

4. BID DOCUMENTS:

- 4.1 The works required, bidding procedures and contract terms are prescribed in the bid documents. The bid documents include:
 - a) Notice Inviting Tender.
 - b) Instruction to Bidders.
 - c) Conditions of the Contract.
 - d) Construction, Specification and Job description.
 - e) Bid form.
 - f) Price schedule.
 - g) Undertaking and declaration.
 - h) Performance Security Bond Form.
 - i) Letter of authorization to attend Bid opening.
 - Undertaking in respect of non-working of relatives in BSNL.
 - k) Information about bidders.
- 4.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the bid documents or submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

5 CLARIFICATION OF BID DOCUMENTS:

- A prospective bidder, requiring any clarification of the bid documents shall notify the tendering authority in writing or by FAX/e-mail at the tendering authority's mailing address indicated in the invitation for bids. The tendering authority shall respond in writing to any request for clarification of the bid documents, which it receives **not later than 10 (Ten) days prior to the last date for the submission of bids**. Clarifications to these queries by the tendering authority shall be published in the e-tender portal and other websites where the notification of tender was given. **These clarifications in the form of corrigendum or amendments will not be published on any newspapers.**
- 5.2 **Pre-Bid Meeting: Deleted.**
- 5.3 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

6 AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date for submission of bids, the tendering authority may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- The amendments shall be notified on websites (BSNL Odisha website <www.odisha.bsnl.co.in> and from https://etenders.gov.in/eprocure/app and these amendments will be binding on them. The amendments will not be published on any newspapers.
- 6.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline for the submission of bids suitably.
- 6.4 It is the sole responsibility of the bidder to confirm from AGM (Planning) or SDE (Planning) regarding amendments, if any before uploading of the tender document.

C. PREPARATION OF BIDS:

7. DOCUMENTS COMPRISING THE BID:

It is a two-bid system and the bid prepared by the bidder shall comprise the following components:

- i) **TECHNO- COMMERCIAL BID:** Techno-commercial bid shall comprise the following Components:
 - a) Documentary evidence established in accordance with Clause 2 and 10 of Section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - b) Bid form (Section-V) completed in accordance with Clause 8 of Section-II.
 - c) EMD/Bid Security furnished in accordance with Clause 11.
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed "**FINANCIAL BID/PRICE SCHEDULE**" (Section-VII) in accordance with Clause-9.
- 8. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price schedule furnished in the Bid Documents, indicating the works to be done, a brief description of the works and prices are as per Section-IV & Section-VII respectively.

- 9. <u>BID PRICES</u>:
- 9.1 The bidder shall quote the % rate at par/above/below of the estimated amount given in the financial bid. The estimated price is including all charges but excluding GST. GST, if any, shall be paid as applicable.
- 9.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 In case of any discrepancies of quoting rate in figures and words, the rate quoted in words will be considered.
- 9.4 Any erasures/corrections of price bid should be initiated by the bidder with date.
- 10. <u>DOCUMENTS ESTABLISHING BIDDER'S ELIGIBLITY & QUALIFICATION:</u>
- 10.1
- i) The bidder should be an Individual contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956. (Necessary documentary proof should be given). (a) Individual contractor: The bidder should submit Valid Registration Certificate as Individual contractor issued by any State/Central Government Authority. (b) Proprietorship Firm: The bidder should submit an Affidavit describing that he is the sole proprietor of the said Proprietorship firm which is executed on an non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the sate(s) concerned. The proprietorship firm should also be registered by any State/Central Government Authority as a valid contractor. (c) Partnership Firm: The bidder should submit a certificate of registration for the firm registered under Indian partnership Act'1932 and it's subsequent amendments. The should also submit the copy of partnership deed. (d) Company under Indian Company Act 1956: In case of a company registered under Indian Companies Act, 1956, the bidder should submit Certificate of Incorporation, Article or Memorandum of Association along with List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact mobile/telephone numbers of office and residence.
- ii) The bidder should submit Original Power of Attorney (which should also be uploaded in e-tender portal) in case of person other than the bidder has signed the tender document. It should be executed after the NIT date. For details about Power of Attorney please refer clause no.13, section-II of tender document.
- iii) The bidder should have deposited cost of tender paper and EMD/BID Security as per NIT section-I.
- iv) The bidder should submit copy of PAN Card. In case of proprietorship firm, PAN should be in the Individual's/proprietor's name and in case of company/partnership firm the PAN should be in company/firm's name.
- v) The bidder should submit copy of Income Tax return for the AY 2022-23.
- vi) The bidder should submit copy of submit an undertaking to submit the labour license to carry out "Up-Keeping and Maintenance of Mobile BTS Sites in BSNL Rourkela Telecom District" within three weeks of signing the agreement for any work(s).
- vii) The bidder should submit copy of E.P.F. Registration Certificate.
- viii) The bidder should submit copy of E.S.I. Registration Certificate.
- ix) The bidder should submit copy of GST registration certificate.
- x) The bidder submits copy of Work Experience Certificate as per section-I, NIT.
- xi) The bidder should submit copy of Turn Over certificate as per section-I, NIT.

- vi) The bidder should submit an undertaking to the effect that none of their near relatives are working in BSNL as per the format in Section-XII. 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 Private Ltd. Company, by all the directors of the company separately.
- vii) The bidder should submit declaration executed on non-judicial stamp paper of Rs. 20/- (purchased by the bidder) regarding non-blacklisting / debarring from taking part in government tender by DOT / MTNL / GOVT. DEPT. / PSU as per format given in SECTION-XIV of tender document.
- viii) The bidder should submit Bid form duly filled as per Section-V of tender document.
- ix) The bidder should submit Undertaking & declaration duly filled as per section-VIII of tender document.
- xiii) The bidder should submit Bidders Profile duly filled as per section-XIII of tender document. It is mandatory to observe that, the bidder has an office or establishment in the state of Odisha for day to day better supervision of the tender works. The detail address of this office or establishment of the bidder in the state of Odisha, is to be provided by the bidder at the time of bid submission in the bidders profile. If there is no such office/establishment in any place in Odisha, his bid will be liable for rejection.
- x) The bidder should submit Clause by clause compliance duly filled as per section-XV of tender document.
- xi) The bidder should submit Declaration for Downloading & Non tampering of tender document duly filled as per section-XVI of tender document.
- xii) The bidder should submit Tender document signed by the bidder on all pages with seal.
- 10.2 All pages of the original Bid submitted in with Technical bid including blank pages with scoring except for un-amended printed literature shall be signed by the person or persons signing the Bid. The copy of certificates issued by the competent authority duly Self Attested by the bidder.
 - **Note-1)** If any one of the above items required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the tendering authority at it's discretion may call for any clarification regarding the bid documents within a stipulated time period. In case of non-compliance of such queries, the bid will out rightly rejected without entertaining further correspondence in this regard. The bidder is fully responsible for authenticity of the document.
 - **Note-2)** 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 departmental guidelines.
 - **Note-3)** The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.
 - **Note-4)** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
 - **Note-5)** All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.
 - **Note-6)** The bidder should submit Tender paper cost and EMD to participate in the tender without which the bid will be rejected outright. But he may submit other certificates/documents like Experience certificate, Turn over certificate, etc. as mentioned in Section-I, Table-I, SI.No. 9.

11. <u>EMD/BID SECURITY:</u>

11.1

i) EMD/BID Security shall be paid as mentioned in NIT section-I, should be submitted in the form of an account payee Bank Draft/Banker's Cheque drawn on any Indian Nationalized/Schedule Bank payable at Rourkela in favour of "Accounts Officer (Claim), BSNL, O/o GMTD Rourkela" along with the tender document. EMD may also be submitted in the shape of Bank Guarantee for the required amount from any Indian Nationalized/Scheduled Bank in favour of "Accounts Officer (Claim), BSNL, O/o GMTD Rourkela" valid for minimum 180 days from the tender opening date.{Please refer Section-XI for proforma of Bid Security Bond(BG)}. The EMD/BID Security is

required to protect the company against the risk of bidder's conduct, which would warrant the security forfeiture.

- ii) **DELETED**.
- iii) No interest shall be allowed on the EMD/BID Security to the Bidder.
- iv) 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 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.
- 11.2 The EMD/BID Security is required to protect the tendering authority against the risk of bidder's conduct, which would warrant the security's forfeiture pursuant to clause 11.6.
- 11.3 BID NOT SECURED IN ACCORDANCE WITH PARA 11.1 (i) SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.
- 11.4 The EMD/BID Security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Tendering authority, pursuant to Clause 12.
- 11.5 The successful bidder's EMD/BID Security will be discharged upon the bidder's acceptance of the LOI/APO satisfactorily in accordance with clause 27 and furnishing the performance security.
- 11.6 The EMD/BID Security may be forfeited:
- (a) If bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form, or
- (b) In case of a successful bidder, if the bidder fails:
 - (i) To sign the contract in accordance with clause 28 or
 - (ii) To furnish performance security in accordance with clause 27(b).
- (c) In both the above cases i.e. 11.6 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of LOI. The bidder will not approach the court against the decision of BSNL in this regard.

12. PERIOD OF VALIDITY OF BIDS:

- 12.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by the Tendering authority, pursuant to Clause 18.1.A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE TENDERING AUTHORITY AS NON-RESPONSIVE.
- 12.2 In exceptional circumstances, the Tendering authority may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto—shall be made in writing. The EMD/BID Security provided under Clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting his EMD/BID Security. In such case(s), his/her bid shall be rejected without forfeiting the EMD/BID Security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

13. i) 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 respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the sate(s) concerned.
- b. The power of Attorney is executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/body corporate.
- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d. In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.

ii) FORMAT AND SIGNING OF BID:

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(s) signing the bid with date.

D. SUBMISSION OF BIDS:

14) SEALING AND MARKING OF BIDS:

14.1 The Bid contains three parts;

The first part (Envelope-A) should contain-

- (a) Original DD/BC/BG towards EMD/ Bid Security as per NIT Section-I, Table-I.
- (b) Original DD/BC towards cost of tender document as per NIT Section-I, Table-I.
- (c) The power of attorney in original (If applicable).
- Note:-The above documents have to be submitted in an envelope-A before 13:00 Hrs of the day of e-bid uploading i.e. 21-03-2023 through person in the tender box in the chamber of AGM (Planning). The scanned copies of the DD/BC/BG towards EMD/BID security, DD/BC towards cost of bid document & Power of attorney (If applicable) have to attach or upload in the E-portal of M/s ITI.
- This envelope-A containing the original DD/BC/BG (For EMD & Cost of tender paper) & Power of attorney (if applicable) should be dropped in the tender box available in the chamber of AGM (Planning), O/o GMTD, BSNL Rourkela-769001. Alternatively, the envelope-A containing the original DD/BC/BG (For EMD) & DD/BC (For Cost of tender paper) & Original Power of attorney (if applicable) may be sent through registered post/speed post/courier service so as to reach "AGM (Planning), O/o GMTD, BSNL Rourkela-769001" on or before the closing time/date of submission tender. BSNL will not be responsible for late receipt of envelope-A due to any kind of postal delay or any other means. Late receipt envelope-A after closing time/date of submission of tender will not be accepted.
- The second part contains Financial Bid (Price Schedule) should be uploaded as marked as Envelope-B. Financial e- bid containing the Price schedule in the excel format has to be filled carefully in the FINANCIAL BID in e-portal of M/s ITI.
- 14.2 The Venue of E- bid Opening will be: Meeting Room, 2nd Floor, Door Sanchar Bhawan, Rourkela-769001 at 15:00 Hrs of 22-03-2023 If due to administrative reason, the venue of e-bid opening is changed, it will also be displayed prominently in the notice board on the ground floor of the above mentioned office.
- (a) Bids must be E-QUOTED before the locking time of the bid that is 13:00 hrs of 21-03-2023.
 (b)If any one of the document required to be submitted in envelope-A is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- 15. SUBMISSION OF BIDS.

Bids must be submitted online by the bidders not later than the specified date & time as indicated in the NIT, Section –I.

- (a) The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/s as per requirement of the Bid documents.
- (b) The BSNL may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6.3 of Sec-II in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the deadline as extended.
- (C) The Clause's of the bids shall be complied and price bid quoted well before the Locking time (13:00 Hrs of 21-03-2023) of the bid. Scanned documents wherever necessary are to be pasted in the appropriate places of the document.

16. LATE BIDS:

After the Locking Time, no bidder can submit the bid.

17. MODIFICATION AND WITHDRAWAL OF BIDS:

- 1. The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated (in case of etendering)
- 2. No bid shall be modified subsequent to the deadline for submission of bids that is **13:00 Hrs** of **21-03-**

E. BID OPENING AND EVALUATION:

18. OPENING OF BIDS BY TENDERING AUTHORITY

i. The bids will be opened in two stages at 15:00 Hrs. on the due date, the purchaser will open the technical bids in the presence of bidders or their authorized representatives. The bidder's representatives, who are present, shall sign in tender opening register. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A

- Format is given in section X). The bidders can view the opening details after the purchaser opened them
- ii. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- iii. The bidder's names, bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.
- iv. 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 the next working day, time remaining unaltered.
- v. Technical bids will be evaluated by the purchaser and after completion of the technical evaluation the eligible bidders list for the financial bid opening will be made available in the website.
- vi. Opening date and time of financial bid will be notified in the website.

Note for Tender opening Committee:

- a) At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates. The documents/ papers to be submitted in respective bid part have been explicitly stated in clause-2 and 10 of Section-II.
- b) This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.
- c) These papers will be treated as authentic one, in case of any dispute.

19. Place of opening of Tender bids:

Authorized representative of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at **Meeting Room, Door Sanchar Bhawan, BSNL Rourkela-769001**, where BSNL's Tender Opening Officers would be conducting through online e-Tender.

20. PRELIMINARY EVALUATION:

- 20.1 Tendering authority 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.
- 20.2 Prior to the detailed valuation, pursuant to clause 21, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents. 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 Tendering authority's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- 20.3 A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity, also the Tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 20.4 The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- a) The Tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.
- b) Arithmetical errors shall be rectified on the following basis. 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 tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected. In a tender, where number of items is more than one, price evaluation shall be on composite basis. Bidders shall have to quote price(s) against all the items, for tenders where numbers of items are more than one. Otherwise the bid will be rejected.
- c) DELETED.
- d) DELETED.

22. CONTACTING THE TENDERING AUTHORITY:

- a) Subject to Clause 19, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- **b)** Any effort by a bidder to influence the Tendering authority in the Tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

F. AWARD OF CONTRACT:

23. Distribution of Quantity:-

- (i) The Purchaser intends to limit the number of technically and commercially responsive 1(one) bidder from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender.
- (ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment/service or not being considered by BSNL for ordering the equipment/service, 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/service to be placed remains same as specified in the tender.

24. TENDERING AUTHORITY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and 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. However at latter stage if there is extension of contract period, proportionate increase in tender value may be considered by the tendering authority, as it is a service/maintenance type of contract.
- b)BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- c)In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

25. VALIDITY OF CONTRACT

- (a) Normally contract will be awarded for **two years**. However, extension for one year or part thereof will be considered, keeping in view the various factors such as exigency of service, satisfactory performance of the firm with the same terms and conditions of the tender.
- (b) Within the tender finalization process or during the period of contract, if any instruction/order will be received from BSNL corporate Office, New Delhi for outsourcing of O&M activities of passive infra of non-collocated BTS sites of Odisha Telecom Circle, the tender/contract may be cancelled giving one month notice. The bidder/contractor will not make any objection/dispute on this ground in any court of law.

26. <u>TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL</u> BIDS:

The Tendering authority 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 for the Tendering authority's action.

27. ISSUE OF LETTER OF INTENT (LOI) AND SUBMISSION OF PBG BY VENDOR:

a) The issue of an LOI shall constitute the intention of the Tendering authority to enter into the contract with the bidder.

- b) The bidder shall within **14** days of issue of the LOI give his unconditional acceptance to the terms & Conditions of tender in writing along with performance security in shape of Bank Guarantee for an amount of **3%** of the contract value for a period of **2** ½ **years** in conformity with **Section IX** provided with the bid documents. However, minimum 18 month validity is acceptable provided the successful bidder will submit an undertaking for renewal of the PBG before 3 months of expiry of it's validity.
- c) For the existing vendors of BSNL, adjustment of pending dues as security deposits/PBG with the following procedure.

ELIGIBILITY OF THE CASE

- i) The bills were duly passed for payment and the payment in all respect is overdue for 90 days.
- ii) The vendor/supplier concerned gives an unqualified and unconditional declaration cum undertaking that the amount equivalent to the PBG may be retained out of the outstanding due to the vendor by BSNL towards PBG without any interest or other liability on BSNL for the same tenure and terms and conditions of PBG.
- iii) The vendor/supplier concerned shall not proceed under the contract against BSNL, be it before any Regulatory Authority, Court NCLT, or MSME council etc.

PROCEDURE TO BE FOLLOWED BY BSNL

- i) The amount equivalent to PBG will be issued through sanction memo reducing the outstanding from overdue payment in ERP and to be treated as non-interest bearing cash deposit (as PBG).
- ii) BSNL will release the amount so retained in lieu of PBG only after its satisfaction about due performance of the contract in all respect including warranty, AMC etc.
- iii) The amendment to the agreement/POI/contract to this effect be executed /carried out by way of supplementary Agreement/Addendum between BSNL and Vendor.
- iv) The PBG is to be released after the amount from due invoices is taken as security deposit, as per standard modality devised by BSNL Corporate office order.

28. SIGNING OF CONTRACT:

- 28.1 The issue of Work order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing the performance security, the Tendering authority shall discharge its EMD/BID Security, pursuant to Clause 11.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to sign the agreement shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD/BID Security in which event the Tendering authority may make the award to any other bidder at the discretion of the Tendering authority or call for new bids.

30. COURT JURISDICTION:

The contract shall be governed by Indian Laws and Courts at Rourkela will have the jurisdiction to entertain any dispute or claim arising out of this tender till issue of Work order.

- 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 document, non-compliance of any one of which shall result in outright rejection of the bid.
- Clause 14.1 of Section II-The bids will be recorded/ returned unopened, if covers are not properly sealed.
- ii. Clause 11.1 & 12.1 of Section II- The bids will be rejected at opening stage if EMD/BID Security is not submitted as per Clauses 11.1, bid validity is less than the period prescribed in Clause 12.1 mentioned above.
- iii. Clause 2& 10 of Section II- If the eligibility condition as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of Section II are not enclosed, the bids will be rejected without further evaluation.
- iv. Section VII: Price schedule- Prices are not filled in as prescribed in price schedule.
- v).
- a) Before outright rejection of the bid for non-compliance of any of the provisions mentioned in clause 31 (i) and (ii) of section-II, the Tendering authority may extend opportunity to the Bidder(s)/Companies to explain its/ 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 Bid-opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions, if any.
- b) The representations received in bid opening day shall be submitted to the competent authority for review if the bid opening team is satisfied with the arguments of the bidder(s)/companies mentioned

in their representations and feel that there is prima-facie fact for consideration as early as possible and decision to this effect shall be communicated to the bidder company. If the reviewing officer finds it fit to open the bid of the petitioner, the bid(s) shall be opened by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.

c) The Tendering authority shall not return the bids submitted by the bidders on the date of tender opening, even if it is liable for rejection. Such bids shall be kept preserved in sealed cover as submitted by the bidder(s), however; desirous representatives of the participating bidders/ companies present on the occasion may put their signatures on the sealed envelopes if they intend to do so. Bids found liable for rejection will be returned to the bidders after finalization of the tender.

32. ACTION AGAINST BIDDER IN CASE OF DEFAULT.

In case of default by Bidder(s) such as

- a) Does not provide the service in time;
- b) Bidder does not perform satisfactory in the field in accordance with the specifications & scope of work.
- c) Or any other default whose complete list is enclosed in Section-XVII.
- **33.** Tendering authority reserves the right to disqualify the bidder for suitable period who habitually failed to complete the work in time. Further, the bidders whose works do not perform satisfactorily in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the Tendering authority. Tendering authority reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

34. Near relationship certificate-

The bidder should give a certificate that none of his / her near relative is working in the units as defined below where he/she is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For the 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 institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the tender will be cancelled and EMD/BID Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned person.

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

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) and Son's wife (Daughter-in-law), Daughter(s) and Daughter's husband (Son-in-law), Brother(s) and Brother's wife, Sister(s) & Sister's husband (Brother-in-law).

SECTION-III CONDITIONS OF CONTRACT

1. **DEFINITIONS**

The contract means the document forming the tender and acceptance thereof and the formal agreement executed between the BSNL and the contractor together with the documents referred to therein including the conditions of contract, the specifications, designs, drawings and instruction issue from time to time by the Divisional Engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them.

- a) The expression WORK or WORKS shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- b) The SITE shall mean the land and /or other places on which work is to be executed under the contract.
- c) SITE ENGINEER shall mean any supervisory officer of the Bharat Sanchar Nigam Limited who may be placed by the Divisional Engineer as in charge of the work at site at any particular period of time.
- d) The contractor shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the local personal representative or such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees or such individual or firm or firms or company.
- e) The Divisional Engineer in-charge means, the Divisional Engineer who shall supervise and shall be incharge of the work, at any time or who shall sign the contract on behalf of the BSNL.
- f) The Bharat Sanchar Nigam Limited means the Company of Telecommunications, Government of India Enterprise under Ministry of Communication. All references of :
 - I. Company / BSNL / Odisha Telecom Circle
 - II. CGM / Chief General Manager
 - III. GM(NWO-CM) / General Manager(NWO-CM)
 - IV. DGM(NWO-CM) / Dy. General Manager (NWO-CM)
 - V. CAO / Chief Accounts Officer
 - VI. AGM(O&M-CM) / Asst. General Manager(O&M-CM)
 - VII. DE / Divisional Engineer
 - VIII. SDE / Sub-Divisional Engineer
 - IX. AO / Accounts Officer
 - X. JTO / Junior Telecom Officer

In various clauses shall be taken to mean respectively.

2. PERIOD OF VALIDITY

The approved rates will remain valid for a period of **Two years** from the date of execution of agreement with an option of extension of a further period of **6 months** and maximum upto **12 months** on the same rate, terms and conditions subject to satisfactory performance, but taking fall clause of tender document into consideration.

3. LABOUR / MATERIAL / EQUIPMENTS / SUPPLIES

- a. The contractor shall be responsible for the transportation, storage and safe custody of all materials supplied to him by the Company. The contractor shall satisfy himself regularly the quality and quantity of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quality/quantity of the materials.
- b. The contractor shall submit a proper account every fortnight of all the materials supplied to him by the company and those consumed for items of work.
- c. Upon completion of the work, the contractor shall return to the company at the latter's designated store in good condition free of charges, any unused materials that were supplied by the company.
- d. The contractor while taking delivery of materials supplied by the company at the designated places shall thoroughly inspect all items before taking them over. Once the owner furnished materials are made over to the contractor it shall be his responsibility for safe custody till commissioning and taking over of the completed work by the company. Any pilferage, damage etc to the materials, furnished by the

company shall be at the risk and cost of the contractor and charges for such unaccounted materials shall be decided in accordance with (b) above. Claim for shortage material will not be entertained on later stage if not pointed out at the time of taking over the materials.

e. Notwithstanding anything else herein stated, the contractor shall furnish and pay for all supervision, labour tolls, consumable materials as may be necessary for the performance of the work and the cost of these shall be included in the unit construction prices quoted by the bidder at the time of submitting his tender and payable to the contractor.

4. GUARANTEES

In addition to any and all other guarantees and warranty mentioned in the contract documents, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish and in conformity in all respects with the specifications and direction. The contractor also undertakes to repair or replace, as the case may be at his own cost and risk any part of the works which may be damaged or that may develop any defects due to bad workmanship or otherwise due to the fault of the contractor within a period of one month notice.

5. METHOD AND MANNER OF PERFORMANCE

The contractor shall be an independent contractor and shall have complete charge of the men engaged in the performance of the works to be performed hereunder and shall perform the works in accordance with his own methods and his own risk, subject to compliance with the contract execute the works in the best and most substantial workman like manner and both as regards material and otherwise in respect in strict accordance with the contract documents or such other additional particulars, instructions as may be found requisite to be given during carrying out the works, enforce good order among his employees and shall not employ on the work any unfit person or any one not capable or not properly qualified to properly perform the work assigned to him. The contractor shall also not employ in respect of the works any employee that the Divisional Engineer/Site Engineer may for any reason object to.

6. INSURANCE

Without limiting any of his other obligations or liabilities, the contractor shall at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials etc. brought to the site and for all the work during the execution. The contractor shall take out workman's compensation insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) and charges and expenses that may arise in regard to the same or that the BSNL may suffer or incur with respect to and/or incidental to the same.

7. SUB-CONTRACTOR

a. No sub contract in any circumstance is permissible.

b. The contractor shall indemnify and save harmless to the BSNL from and against all actions, suits, proceedings, losses, costs damages, charges, claims and demands what so ever, either in law or in equity and all cost (inclusive between attorney and client) and charges and expenses that the BSNL may sustain out of or incidental (to in connection with any act (s) or commissions) of the contractor, his agents, employees.

8. REPRESENTATIVE OF THE BSNL

The BSNL shall be represented by the Divisional Engineer who will be in charge of the works. BSNL's representative in works site shall be the Engineer in-charge or such other representative as the Divisional Engineer may from time to time designate in writing. The Engineer in-charge and/or his assistant or nominee shall inspect the work and materials of the contractor or the contractor's representative. Notice given in writing by the Divisional Engineer in-charge or by the Site Engineer and such other representatives as the Divisional Engineer may designate in writing shall be deemed to be authorized to represent the BSNL in respect of the agreement's representatives, as aforesaid, which in within his power shall be binding on the contractor.

9. REPRESENTATIVE OF THE CONTRACTOR

Refer to scope of work in Section-IV

10. INTERPRETATION OF THE CONTRACT DOCUMENT

The Divisional Engineer and the contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the contract document. In case of disagreement the dispute will

be referred to the sole arbitrator as provided in the contract. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

11. CHANGES AND EXTRA WORK

- a) Change as used herein means a substitution for, or omission of, any work or other requirements within the general scope of the work, the performance of or compliance with which is contemplated by the Contract Documents.
- b) "Extra work" as used herein means any work or compliance with any requirements, other than a change which is not, expressly or implied contemplated by the Contract Documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarification, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.
- c) The GMTD, BSNL Rourkela may, at his absolute discretion can make a change in any part of the work provided for the Contact if required with specific approval of the CGM as the case may be, and in such cases the contractor is bound to do such works.
- d) The Contractor shall not undertake or make any change or do any work under this contract unless he has received written instructions from Engineer-in-Charge.
- e) The Contractor shall not be entitled to any compensation in addition to the contract price for the performance of any work not envisaged under the contract, unless prior to the performance of such work he has received from the Engineer-in-Charge written authorization to perform such work.
- f) For extra work within the scope of this contract, the contractor will receive extra compensation on the basis of a lump sum unit price as may be agreed upon in advance between the Divisional Engineer and the Contractor. On the other hand, extra work can be executed separately outside the purview of the contract also on quotation basis by any agencies subject to financial limitations.
- g) In cases, of such of the works, where an interpolation of the rates are possible such rates shall be accepted by both the parties.
- h) If the altered, added or substituted work includes any work for which no rates are specified in the contract for the work can be derived from similar class of work in the contract, then such work shall be carried out at the rate determined by the Divisional-Engineer-in-Charge on the basis of the prevailing market rates where the work was done.
- i) If the rate for the altered, added or substituted work cannot be determined in the manner specified above, then the contractor shall within seven days of the date of receipt of order to carry out the work, inform the Divisional-Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates on claimed, and the Divisional-Engineer-in-Charge shall determine the rates on the basis of prevailing market prices and pay the Contractor accordingly. However, the Divisional-Engineer-in-Charge by notice in writing will be at liberty to cancel the order to carry out such class of work and arrange to carry it out in such manner, as he may consider readvisable.

12. QUALITY OF WORK

The BSNL shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the Contract Documents. Laxity or failure to enforce compliance with the Contract Documents by the BSNL and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the Contract Documents and the specification therein. The Divisional Engineer has the right to prohibit the use of men and any tools, materials or equipments, which in his opinion do not produce work or performance, meet the requirement of the Contract Documents. The Contractor should provide necessary assistance or labor for test check by company authorities.

13. PROTECTION OF WORK

The contractor shall be responsible for all materials furnished or supplied by the BSNL while in the Contractor's custody whether, or not installed in the work.

14. NOTIFICATION

The contractor shall give in writing to the proper person or authorize with a copy to the Divisional Engineer such notification, as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the

contractor, shall keep all proper persons or authorities involved regularly advised of the progress of operations throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time be directed as required.

15. DELAYS IN CONSTRUCTION (Not Applicable for this tender)

The BSNL will make every reasonable effort to furnish materials required to be furnished by it under the Contract and 'Right of User' including the permits from Govt/Individual or any other agency required to be furnished by the BSNL under the Contract and made available in due time so as not to delay construction. The BSNL will, however not be liable to the contractor for any losses or damages costs, charges or expenses that the contractor may in any way sustain suffer due to delay in making the above available. However, an extension in time schedule may be admitted on the above reasons.

16. SHUT DOWN ON ACCOUNT OF WEATHER CONDITION

The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or other force majeure conditions.

17. REFUNDS OF SECURITY DEPOSITS

- a) The Security Deposit or a part thereof or such balance thereof if any, as may remain after deduction there from in respect of any outstanding bills of the contractor to the BSNL shall be paid back to the contractor after satisfactory guarantee period of **six months** from the date of satisfactory completion of the work and final acceptance by the BSNL or earlier at the discretion of the BSNL authority. The contractor shall remain liable to the BSNL in respect of any shortfall and/or discharge liabilities notwithstanding return of Security Deposit or any part thereof.
- b) No interest will be payable on the Earnest Money or the Security Deposit or amounts payable to the contractor under the contract.
- c) Refund of the Security Deposit/Performance Security Deposit is subject to full and final settlement of the Final bill for the works contract executed under one contract.

18. INSPECTIONS AND TESTING

The Divisional Engineer or his representative or any of his superior officer or officer-in-charge of the BTS shall have free access to the site at all times for inspection. The contractor shall render to the representative of the company all possible assistance and facilities for the purpose.

19. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES

- a) The contractor is fully responsible for taking all possible safety precautions during preparation for and actual performance of the works. And for keeping the construction site in a reasonable safe condition the Contractor shall protect all life and property from damage or losses resulting from his operations and shall minimize the disturbance and inconvenience to the public.
- b) The Contractor shall be solely liable for all expense for and in respect of repairs and damage occasioned by injury of or damage to such underground and above structures indemnified the Government from and against all actions, cause or actions, damages, claims and demands what-so-ever, either in law or in equity and all losses and damages and costs (inclusive between attorney and clients charges and expenses in connection there with and/or incidental thereto).
- c) The current market value of any commodities list as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personnel or property damages, resulting there from.
- d) The Contractor must take all safety measures to prevent any kind of accident.

20. INDEMNITIES

a) The Contractor shall at all times hold the BSNL harmless and indemnify them against all actions, claims and demands of every nature and description brought or procured against the BSNL, its officers, and employees and forthwith upon demand and without protest or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client and all cost incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractor's obligations or in protecting or endorsing its right in any suit or other legal proceeding, charges and expensed and liabilities resulting from or arising out of or in any way connected with or incidental to the operations caused by the Contract Documents. In addition the contractor shall reimburse the government or pay to the BSNL forthwith on demand without protest or demur all cost charges and expenses and losses and damages otherwise incurred by it in consequence of any claims demands and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contract.

b) The contractor shall at his own cost at the BSNL's request defend any suit or other providing asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the BSNL.

21. COMPLIANCE WITH LAWS AND REGULATIONS

During the performance of the works the Contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable By-laws, Rules, Regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by Central/State Govt., BSNL's agency or Company, Municipal Board, BSNL or other regulatory or Authorized Body of Persons and shall provide all certifications of compliance therewith as may be required by such applicable law, By-laws, Rules Regulations, orders and /or provisions. The Contractor shall assume full responsibility for the payment of all contributions and pay-roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the Contract documents. If the Contractor shall require any assignee or sub-contractor to whom any portion or the work to be performed hereunder or may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the Contractor or any assignee or sub-contractor to make full and proper compliance with the said by laws, Rules, Regulations, Laws and Order and Provisions as aforesaid.

22. OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE TO DEFAULT OF CONTRACTOR)

- a) The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor in which case the contractor shall be entitled to payment for the work done upto the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work, exclusive of purchases and/or hire of material, machinery and other equipment for use in or in respect of he work.
- b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials, machinery and equipments and hand over to BSNL or to any other authority as the BSNL may direct.
- c) The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor.

23. TAXES AND DUTIES

Contractor shall pay all rates levies, fees, royalties, taxes and duties except service tax payable or arising from out of by virtue of or in connection with and/of incidental to the contract or any of the obligations of the parties in terms of the contract documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the BSNL from and against the same or and default by the contractor in the payment thereof. Service tax will be paid extra by the BSNL on prevailing rates as applicable.

24. BREACH OF CONTRACT

The "Divisional-Engineer-in-charge" may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims, damage in respect of any breaches of the contract and with out prejudice to any rights or remedies under any of the provisions in this contract or other wise and whether the date of completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases.

- i. If the contractor having been given by the Divisional-Engineer-in-charge a notice in writing to rectify reconstruct or replace and defective work or that the work is being performed in any inefficient or otherwise improper or un workman like manner omits to comply with the requirement of such notice for a period of seven days there after or if the contractor delays or suspend the execution of the work so that either in the judgment of Divisional-Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by that date.
- ii. After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him of the amount of which excess the certificate in writing of the Divisional-Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government

- under his contract or any other account whatsoever or from his security deposit or proceeds of sales thereof a sufficient part thereof as the case may be. The contractor whose work has been rescinded due to breach of contract and carried out through another contractor does not have any right to initiate any legal proceedings to stall the work.
- iii. In the event of any one or more of the above courses being adopted by the Divisional-Engineer-In-Charge the contractor has no claim for having any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in any case action is taken under any of the provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
- iv) In any case in which any of the powers conferred upon the Divisional Engineer in-charge by clause 25 thereof shall have become exercisable and the same shall not be exercised, thereof shall not constitute a waiver of any of the conditions hereof and such power shall not withstanding be exercisable in the event of any future; case default by the contractor and the liability of the contractor compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the powers vested in the preceding clause, he may if he so desires after giving a notice in writing to the contractor taken possession of (or at the sole discretion of the Divisional Engineer in-charge which shall be final) use as on hire (the amount of the hire money being also in the final determination of the Divisional Engineer in-charge) all or any tools, plant, materials, and stores, in or upon the works or the site thereof, belonging to the contractor, or procured by the contractor intended to be used for the execution of same and amount at the contract rates, or in the case of these not being applicable at current market rates to be thereof shall be final otherwise the DE, in-charge whose certificate thereof shall be final otherwise the DE, in-charge by notice in writing may order the contractor of his clearance, of tools, plant, materials or store from the premises (within a time to be specified in such notice) and in the event of contractor failing to comply with any such requisition, the DE may remove them all at contractor expenses or sell them by auction of private sale on account of contract and at his risk in all respects and the certificate of the DE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.
- v) If the contractor shall desire extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Divisional Engineer in charge within the work order period of hindrance on account of which he desires such extension as aforesaid, and the Divisional Engineer in charge shall if in his opinion (which shall be final) reasonable grounds have been shown therefore, authorized such extension of time if any as may in his opinion be necessary or proper.
- vi) If at any time after the commencement of the work GMTD Rourkela shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Divisional-Engineer-in-charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of concession whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he has any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. Provided that the Contractor shall be paid charges on the cartage only of materials actually and bonafide brought to the site of the work by the Contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the Contractor, provided however that the Divisional-Engineer-in-charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less.

25. INSPECTION

a. All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the BSNL officers/Divisional Engineer in charge and his authorized subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the BSNL officers/Divisional Engineer in charge of his subordinate to visit the work shall have been given to the contractor, either himself be present to receive order and instruction, or have in responsible agent duly accredited in writing be

- present. Orders given to the contractor agent shall be considered to have the same force as if they have been given to the contractor himself. The work during its progress can also be inspected by the officer of the company from time to time.
- b. The contractor shall give not less than seven days notice in writing to the Divisional Engineer in charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurements any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place consent in writing of the Divisional Engineer in-charge or his subordinate in charge of the work shall within the aforesaid period or seven days inspect the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given by the Divisional Engineer in charge's consent being obtained the same shall be uncovered at the contractor's expenses or allowances shall be made for such work or the materials with while the same was executed.

26. WORKMEN'S COMPENSATION

It is the responsibility of the contractor to pay the workmen's compensation and comply to the laws of the land. However in every case in which by virtue of the provisions of Section 12, sub-section (i) of the workmen's compensation Act, 1923 BSNL is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, BSNL will recover from the Contractor the amount of the compensation so paid; and without prejudice to the rights of the BSNL under Section 12 Sub-section (ii) of the said Act, BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by BSNL to the Contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under Section 12 sub-section (i) of the said Act, except on the written request of the contractor and upon his giving to BSNL full security for all costs for which BSNL might become liable in consequence of contesting such claim.

27. LABOUR WELFARE

- a) It is the sole responsibility of the contractor to comply with the labour welfare. However in every case in which by virtue of the provisions of the contract labour (Regulation and Abolition Act and of the Contract Labor (Regulation and Abolition) Central Rules 1971. Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under PWD, or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, BSNL will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the government under the Contract Labour (Regulation and abolition) Act, BSNL shall be at liberty to recover such amount or any part thereof, by deducting it from the security deposit or from any sum due by BSNL to the contractor whether under this agreement or otherwise. BSNL shall not be bound to contest any claim made against it under of the said Act, except on the written request of the Contractor and upon his giving to the BSNL full security for all cost for which BSNL might become liable in contesting such claim.
- b) The Contractor shall obtain a valid license under the contact labour (R&A) Act and the Contract Labour (regulation & Abolition) Central Rules before the commencement of the work, and continue to have a valid license until the completion of the work.
- c) Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.
- d) No labourer below the age of eighteen years shall be employed on the work.

28. FAIR WAGES

- a) The Contractor shall pay to labour employed by him either directly or through his authorized representative, wages not less than fair wages as defined in the C.P.W.D. contractor's labour regulations or as per the provisions of the contract labour (Regulation and abolition) Act and the Contract Labour (Regulation and Abolition) Central Rules, wherever applicable.
- b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to pay fair wage to labour indirectly engaged on the work.
- c) In respect of all labour directly or indirectly employed in the works for performance of the contract's part of this agreement, the Contractor shall comply with or cause to comply with the Central Public Works Departmental Contractor's Labour Regulation made by the BSNL from time to time in regard to payment

- of wages, wage period, deduction from wages, recovery of wages not paid and deduction unauthorized made, maintenance of wages book or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and full other matters of the like nature of as per the provisions of the contract labour (Regulation and Abolition) Central Rules 1977 wherever is applicable.
- d) The Contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefits Act 1961, and the Contractor's about (Regulation and Abolition) Act or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- e) The contractor shall indemnify BSNL against payments to be made under and for the observance of the Laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his cub-contractors.
- g) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

29. OTHER LABOUR WELFARE MEASURE

- a) The Contractor shall implement the labour welfare measure enunciated in state P.W.D & C.P.W.D.
- b) The contractor shall also follow the safety method enunciated in C.P.W.D. safety codes.
- c) The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (R&A) Act 1970, and rules framed and other labour laws affecting Contract Labour that may brought into force from time to time.

30. PENALTY CLAUSE:

(A) PENALTY FOR NON-COMPLIANCE OF MOBILE ACCESS EQUIPMENT MAINTENANCE (BSNL/ NON- BSNL/ IP BTS SITES):-

SN	Description of the reason of penalty	Penalty
1	All BTS related alarm need to be made functional and to be extended up to OMCR within three month. Non-compliance of above will attract penalty.	Penalty of Rs 50 per day per site for one month
2	Prompt action (within 1 hour in city and 12 hours in Rural) on receipt of instructions (by call or by SMS) from concerned officer regarding manual assistance in rectification of alarms/faults in site. In case of no action in accepted time line, penalty will be imposed.	Penalty per hour at the rate of Rs 10 per hour per site.
3	Site failure due to unsatisfactory support in Site upkeep activities which leads to prolonged outage for more than 12 hrs in urban area and 48 Hours in Rural area will be treated as major deviation and penalty will be imposed for this.	Penalty @ Rs 50 per hour.
4	Up to 24 hrs of reporting of non-compliance related to above specific instance will be treated as 1 minor deviation and further non completion of activity in every 3 days will be treated as single instance.	
5	Non-completion of ordered rigger activity within 3 days of intimation will be taken as minor performance deviation. Every one week delay will be treated as one instance.	
6	Each Minor performance deviation will result in penalty of Rs 50 except in case the deviation is because of BSNL reasons	Penalty of Rs 50 for Each Minor performance deviation.
7	Site wise capping of 12% is applicable in respect of minor performance deviations / site upkeep activities.	
8	Penalties being charged for Major Performance Deviations attributable to the bidder will be capped to 12% of the total contracted value for the services of the relevant invoice period.	
9	If the total penalties reaching the capping limit consecutively for three months, BSNL will have the right to terminate the contract of the concerned SSA without any further notice	
10	If any fraudulent activity by the personnel deployed is detected by BSNL authorized personnel/officer, then the bidder is liable to pay penalty as assessed by BSNL i.e. The cost of consequential damages to installation(s)/DG set(s) would be deducted at actual, from the service provider's bill. This will be over and above the other penalties and will not be subject to capping if any.	
11	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 SP.	

(B) PENALTY FOR NON-COMPLIANCE OF MOBILE INFRASTRUCTURE MAINTENANCE (N-BSNL/BSNL (WITH INFRA) SITES.

SI No.	Description of the reason of penalty	Penalty
1	Ensure working of Power plant alarms with OMC-R.	(Penalty of Rs 8
	Non-compliance of above will attract penalty.	per day per site for
		one month)
2	Prompt action (within 1 hour in city and 12 hours in Rural) on receipt of instructions (by	(Penalty per hour
	call or by SMS) from concerned officer regarding manual assistance in rectification of	at the rate of Rs 5
	alarms/faults in site. In case of no action in accepted time line penalty will be imposed.	per hour per site)
3	First line maintenance of power plants, battery and any problem reported. Any problem	Penalty of Rs 2
	not reported within 3 days for urban area and beyond 10 days will attract penalty.	per day per site for
		the days it has not
		reported.
4	Faulty Card/ Units need to be deposited at designated centre as per requirement &	Penalty @ of Rs
	collect repaired unit within 24 hours in urban and in 48 hours in rural areas and delay	50 per day will be
	more than that will be counted as one instance of minor deviation and will attract	charged.
	penality.	
5	Replacement of the faulty modules with repaired Modules as per instructions of Site In	Penalty will be
	charge within 24 hours in urban and in 48 hours in rural areas is mandatory and any	charged @ Rs 20
	delay resulting in downtime of equipment because of Non replacement of control card	per hour.
	will be counted as major deviation and will attract penalty.	
6	Up to 24 hrs of reporting of non-compliance related to specific instance(Running of DG	
	sets as required and Assisting in Diesel filling in the DG Set available at the site) will be	
	treated as 1 minor deviation and further non completion of activity in every 3 days will	
7	be treated as single instance. Site wise capping of 12% is applicable in respect of minor performance deviations / site	12%
	upkeep activities	
8	Penalties being charged for Major Performance Deviations attributable to the bidder will	12%
	be capped to 12% of the total contracted value for the services of the relevant invoice	
	period.	
9	If the total penalties reaching the capping limit consecutively for three months, BSNL	
	will have the right to terminate the contract of the concerned SSA without any further	
10	notice.	
10	If any fraudulent activity by the personnel deployed is detected by BSNL authorized	
	personnel/officer, then the bidder is liable to pay penalty as assessed by BSNL i.e. The	
	cost of consequential damages to installation(s)/DG set(s) would be deducted at actual, from the service provider's bill. This will be over and above the other penalties and will	
	not be subject to capping if any.	
11	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 SP.	
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(C) PENALTY FOR NOT SUPPLYING VEHICLE(MUV):-

(O) LIV	ALTT FOR NOT SUPPLIING VEHICLE(MOV)	
Sl.no.	Description of the reason of penalty	Penalty
1	The vendor will supply a commercial vehicle (MUV) with limit of 2000 Km. per month with fuel and driver for movement of the personnel associated with up-keeping and maintenance works for BTS sites like AGM/SDE/JTO of BSNL, Cluster Manager & workmen of vendor and telecom equipment/materials/fuels/lubricants etc. on every working days and days of fault occurrence (even on holidays whenever required). For not supplying the vehicle at the required time will attract penalty. In case of any breakdown of the supplied vehicle, alternate vehicle should be arranged within 3 hours by the contractor. No additional payment will be made by BSNL for the alternate vehicle.	for each unavailable vehicle (MUV). This penalty amount is over and above the 12% of the total contracted value for the services of the relevant

31. SITE INVESTIGATIONS AND REPRESENTATION

a) The contractor shall satisfy himself as to the nature and locations of the general and local conditions particularly those bearing upon transportation, handling and storage of materials, availability of labour, water, power and roads and uncertainties of weather, river stages or similar physical

conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the execution of the work and all other matter which can in any way effect the work or the cost there under this contract. The contractor shall further satisfy as to the character, quality of surface and sub-surface materials any sub-surface structures to be encountered.

- b) The contractor shall investigate fully all hazards and safeguard against them and the contractor must provide for the protection of persons, animals and property.
- c) Any failure by the contractor to do so shall not relieve him of responsibility for estimating properly the difficult or cost of completely and satisfactorily performing the contract work.
- d) The BSNL assumes no representations made by any of its officers or agents or servants prior to the execution of the contract, and all previous negotiations and understandings are hereby canceled.

32. WORK EXECUTION

- a) It is important that the work has to commensurate with detail drawing and specification. A broad guidance of different items of work is given in the construction specification.
- b) The work will commence after getting the site clearance certificate from the company and on issue of work order by Divisional Engineer.

33. PRICE VARIATION

- (a) The BSNL shall not be responsible for any escalation on prices of per site cost due to variation of labour cost what-so-ever or any increase in duties, levies or taxes on respect there of what-so-ever and the Contractors rates and Contractors obligation shall remain unaffected by such escalation and/or increase
- (b) However, the manpower supplied for rigger activities will be paid on daily basis as per the requirement as and when required and the approved rate will be revised as per latest minimum wage rate circulated by CLC(Central), New Delhi from time to time.

34. FORCE MAJEURE

- a) In the event of either party being rendered unable by force majeure to perform this contract, then the obligation of the party affected by such force measure shall be suspended for the whole period during which such case lasts and until normal operations are resumed and when such cause end, The execution of this Contractor must be measure with all responsible dispatch. Should the execution of this contract be suspended by force measures then a corresponding extension of the completion date shall be automatically granted. The occurrence of a cause of force majeure, however, shall not relieve the government and its obligations to make payments in the Contractor for the work satisfactorily executed prior thereto. The term force measure as employed herein shall mean Act of God, war declared undeclared, hostilities, enemy actions, revolts, riots, legal lockouts, and illegal strikes, tidal waves, forest fires, major floods, explosions, earth quakes, epidemics, sabotage, extra ordinary act and regulations of central or state BSNL or municipal bodies.
- b) Upon the occurrence of such cause and its termination, the party rendered unable as aforesaid shall notify the other party in writing within 72 hours of the beginning and ending dates, giving full particulars and evidence, if required.

35. PAYMENT TERMS & CONDITIONS:-

- a) The contractor shall submit bill on completion of work along with joint inspection report by the contractor and site engineer in which details of unsatisfactory performance in up keeping, operation and maintenance leading failure of BTS affecting service, noncompliance of services, not supplying vehicles for maintenance works etc. is to be categorically mentioned. Penalties are to be calculated as per penalty clause no.30, and the penalty calculation sheet is to be signed by both partied, i.e. BSNL authorities and contractor, which is to be attached with the monthly bill.
- b) Income tax at the prevailing rates with applicable surcharge & education cess for which the bill has been passed will be deducted as tax at source, under relevant BSNL Rules. However, if any new legislation comes into effect for deduction of tax at source at any other rate, deduction will be made at that rate.
- c) Necessary Income Tax Deduction certificate will be issued by Accounts Officer (Claim), BSNL, O/o GMTD, BSNL Rourkela-769001 detailing the amount so deducted as tax at source at the time of payment of each bill.
- d) The bills are to be submitted in DUPLICATE and in the manner and form that may be prescribed by the GMTD, BSNL Rourkela. Payments will be made by A/c Payee cheques or through RTGS/NEFT. The contractor has to intimate his bank account number and branch details for issuing the cheque.

- e) Any Penalty due shall also be recoverable from the bills submitted for payment, by the aforesaid officers
- f) The Divisional Engineer/AGM will have right to impose penalty for delay or slow progress of the work from the bills submitted for payment.
- g) The Security Deposit (if deducted from bill) shall be considered for adjustment against penalty only at the time of final conclusion of the contract and final settlement of account.
- i) The final settlement of the bills and refund adjustment/appropriation of any amount retained, the contractor shall be made fully free after the Divisional Engineer/AGM concerned is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any count.
- j) The bill shall have to be submitted by the contractor within one month of the date of completion of the work
- k) Any defect noticed during this period has to be attended without any extra payment.
- I)The contractor shall be required to correct all defects reported by Engineer in-charge. Further on neglect on the part of the Divisional Engineer or his representative, to confirm or reject inferior work, notwithstanding, final acceptance of the work or any part thereof by the company/the Divisional Engineer/Engineer in-charge or his representative shall not be construed to imply the acceptance of such work. The provisions of this clause shall not in any way affect or limit the contractor's liability under the undertakings and guarantee contained in the contract document.

m) Each claim bill of contractor must accompany the following documents with self-certification: -

- i) Penalty calculation sheet (Annexure-I) jointly signed by the contractor and concerned AGM.
- ii) Copy of Monthly wage register/payment sheets of the employees/workers utilized.
- iii) Copy of work order issued by BSNL.
- iv) A declaration from the contractor regarding compliance of terms and conditions of EPF Act, ESI Act or valid workmen compensation Act and other statutory payments. **Documentary proof is to be submitted for statutory payments of paid bills.**
- v) The contractors should produce the copies of valid labour license to carry out the work "Up-keeping & maintenance of mobile BTS sites" with their <u>first claimed monthly bill</u>.
- vi) Certificate is to be given on bill by JTO/SDE and counter signed by AGM concerned as per given format in clause no.41, section-II.

36. TERMINATION OF CONTRACT

- a) The GMTD, Rourkela has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving one month notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.
- b) In the event of contractor failing to execute the contract to the satisfaction of The GMTD, Rourkela, the respective BSNL authorities shall have the right (i) to reject or/and withhold payment for such quantity of work till such time the defect is rectified to the satisfaction of the GMTD Rourkela. (ii) to terminate the contract as per Clause-36 (a) above.
- c) In case of death of contractor during the period of contract, The GMTD, Rourkela may at his discretion either immediately terminate the agreement or may allow the surviving partner/legal heir of the contractor to complete the contract as per the original agreement. In such a situation.

37. DISPUTES AND ARBITRATION

- a) All disputes arising between the contractor and the AGM/Divisional Engineer out of this contract shall be referred to the sole arbitration of GMTD Rourkela.
- b) In case parties are unable to reach a settlement by themselves the dispute should be submitted for arbitration in accordance with contract agreement.
- c) There should not be a joint submission with the contractor to the sole arbitrator.
- d) Each party should submit its own claim separately and may oppose the claim put forward by the other party.
- e) The onus of establishing his claim will be left to the contractor.
- f) His claim will be firmly resisted by utilizing all the evidence available with the BSNL.
- g) Once a claim has been included in the submission by the contractor, a retraction or Modification thereof will be opposed.
- h) The "Points of Defense" will be based on actual conditions of the contract.
- i) The question whether these conditions are equitable shall not receive any consideration in the preparation of Defense"

- j) Claims in the nature of extra payments shall not be entertained by the Arbitrator, as these are not contractual.
- k) If the Contractor includes such claims in his submission, the act that they are not contra will be prominently placed before the Arbitration.
- I) In case the amount involved is heavy, the AGM/Divisional Engineer may be within his rights to conduct the Defence by the BSNL Pleader.
- m) The award of the Sole Arbitrator shall be final and binding on the parties to the dispute.

38. GENERAL

- a) In case of more than one bidder at the same lowest rates, the bidder who has got more experience shall be preferred over others.
- b) The GMTD, Rourkela shall not be responsible for any escalation in prices of labour or materials, machinery, equipment, etc. whatsoever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the contractor rates and contractor's obligation shall remain unaffected by such escalation and/or increase.
- c) The GMTD, Rourkela reserves the right to reject one or all the tenders without assigning any reason thereof.
- d) The GMTD, Rourkela reserves the right to cancel/reject any tender if the same is found to be containing any false/fabricated document/statement. Original of all documents shall be produced by the bidder, if required, at any time during tender finalization process or after award of work.
- e) Transportation of labour from one site to another site from one area to other areas will be the responsibility of the contractor.
- f) All tools and testers like Multi meter, Electric tester & safety devices for the work shall be provided by the contractor.
- g) The GMTD, Rourkela will not be responsible to provide residential accommodation to the labourer employed by the contractor. All arrangement in this regard will be the responsibility of the contractor.
- h) The GMTD, Rourkela reserves the right to increase or decrease or delete any part of the scope of the work without assigning any reasons.
- i) Conditional and incomplete tenders are liable for rejection.
- j) The GMTD, Rourkela will not be responsible for any misprinting by the newspaper concerned. Bidders are to contact the concerned BSNL authority and verify the facts in case of confusion.
- k) Issue/downloading of tender document or/and participation in tender bid does not automatically mean that the bidder is qualified for the award of the contract.
- I) The GMTD, Rourkela is not bound to accept the lowest tender.
- m) The GMTD, Rourkela is not responsible for non-receipt/late receipt and loss of tender documents or unsuccessful in uploading the tender bids.
- n) In case of any dispute arising out of the contract, the decision of the GMTD, Rourkela shall be final and binding.

39. FALL CLAUSE

- 39.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 40.1 of Section-III. 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.
- 39.2 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.
- 39.3 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."
- In case under taking as in Clause 39.3 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.

40. PRICES

- 40.1 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-40.2 mentioned below.
- 40.2 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.
- 40.3 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.

41. Certificate is to be given on bill by SDE/DE-CMTS.

Certificate(s) are to be furnished on the bill of contractor by SDE (CMTS) with Counter signature of AGM (CMTS) as per following format.

SL. No.	SSA	BTS ID	Name of BTS site	BSNL/NBSNL/IP site Urban/Rural

Certified that:

- 1) The up-keeping & maintenance works of mobile BTS sites and it's infrastructure under the jurisdiction of the undersigned as per the given list for the month of have been carried out by the approved contractor satisfactorily.
- 2) The DG log books of the respective sites (as per availability) are maintained by the approved contractor/cluster manager properly.
- 3) Preventive maintenance carried out by the approved contractor/cluster manager satisfactorily.
- 4) Vehicles are provided for the up-keeping & maintenance works of mobile BTS sites and it's infrastructure as per requirement of BSNL satisfactorily.
- 5) The rigger services are provided by the approved contractor as and when required by BSNL satisfactorily. The no. of riggers and no. of days of engagement of riggers shown on the bill are found correct.
- 6) EPF and ESI contribution in respect of the labourer so deployed for CMTS unit under my jurisdiction has been deposited up to....................... billing month,

Countersigned.

JTO/SDE(CMTS) (Signature with seal)

AGM(CMTS)
(Signature with seal)

ANNEXURE-I PENALTY CALCULATION SHEET (TO BE SUBMITTED WITH BILL)

SSA.....

ime of the Vendor:	For the Month of			
(Please refer Clause no.30, sec	tion-III of tende	r document and section-IV):		
Type of Penalty	Penalty Rate	No. of sites/ occasions/ instance	Total Amt. of Penalty.	
		TOTAL		
		TOTAL		
		TOTAL(with capping)		
Penalty for not supplying vehicle per day	-	No. of days (multiply) No.of		
@ Rs 1000/- per day per each vehicle.	day	vehicles		
		TOTAL PENALTY FOR THE MONTH		

SDE (CMTS) (Signature with seal)

C/s DE (CMTS) (Signature with seal)

AGREED

Signature & seal of vendor

ANNEXURE-II

(Information to be provided by the contractor to BSNL)

CONTACT DETAILS OF CLUSTER MANAGER

SSA/BA name	
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a) Contact details Cluster Manager:

SI. No	SSA	No. of BTS sites	CLUSTER No.	Name of Cluster Manager	Mobile No.	Email ID
			1			
			2			
			3			

Signature of Contractor

SECTION-IV SCOPE, SPECIFICATION & JOB DESCRIPTION

ANNEXURE-I

Core activities which need to be managed/ maintained in-house byBSNL staff/ officers

- Management of NSS and IN/VAS core elements like HLR, GMSC, GMGW, MSC,MGW, GGSN, SGSN, USSD, BSC, RNC etc. however, to enhance to utilization efficiency of manpower the centralization of MSC configuration as per instructions issued by NWO CM Cell.
- ii. Monitoring of all KPIs of BTS/Node B/ e-Node B for OMCR terms. All configurations patch implementations, upgrades, Capacity rearrangements through software
- iii. 24 x 7 NOC to be established for centralized monitoring at circle level for alarm of Network Elements.
- iv. All planning and A/T activities, dealing with the roll out of various phase of GSM project. Installation activities can be outsourced.
- v. RF Drive Test, Optimization and coordinating with TRAI / TERM cell.
- vi. EMF related activities and updating in NEP portal and coordination with TERM cell. However, getting photographed and related activities may be outsourced.
- vii. Management of various MIS and TRAI reports.
- viii. Bill processing for IP sites both lease-in and leased-out.
- ix. Management of LEA activities and dealing with TERM cell / LEA authorities.
- x. Billing & Customer care and IT
- xi. Management of GSM CAF record room works and dealing with TERM CELL. However, DKYC has already been outsourced.
- xii. Executing of all AMC agreements of GSM equipment
- xiii. Management of GSM store.
- xiv. All Tendering works like RF optimization, installation and de installation of GSM equipment's, Infrastructure maintenance tender for maintenance of all non NBSNL sites etc.

ANNEXURE-II

Standardized activities for BTS Sites & Infrastructure Maintenance Outsourcing

SECTION-1 (SCOPE OF WORK)

List of Activities Covered under BTS & Infrastructure Maintenance for Outsourcing

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

BSNL sites: BTS co-located with CFA Exchange site **Non BSNL sites**: Hired BTS site without exchange site

IP sites: Hired through IP- Infra Providers

A. <u>BTS & Infrastructure Maintenance for BSNL sites with collocated Telephone(Excluding IP</u> sites) (2G and/or 3G and/or 4G)

- i. These are the sites housing Mobile site collocated with Telephone Exchange (2G and/or 3G and/or 4G or a combination of them AND Telephone Exchange).
- ii. Maintenance of Exchanges
- iii. Cleaning, security (to the extent of alerting any abnormal observation at the site during visits, intimating police authorities promptly w.r.t. any incident, ensuring functioning of lock & key and upkeeping of the site including all equipment, tower surroundings, shelter/OD cabinet, Media equipment, DG etc. This includes bush cutting in the BTS sites/ Exchanges in open areas. All tools & Cleaning material to be provided by the bidder.
- iv. Exchange/ BTS site cleaning including BTS & Exchange equipment's, Roof Area, Compound Area. Cleaning to be carried out by blower etc. (Equipments for cleaning to be provided by the Vendor)
- v. All leftover BTS related alarms, if any need to be made functional and to be extended upto OMCR within one month of operation. Equipment required for Alarm Extension to be provided by BSNL.
- vi. Prompt action on receipt of instructions (by call or by SMS) from concerned officer regarding manual assistance in rectification of alarms/ faults in BTS site/ Exchange, DSLAM, other equipment.
- vii. The Bidder should ensure that fault is attended even in case of water-logging due to rain etc., the maintenance staff should be provided necessary accessories/gum-boots etc
- viii. Replacement of the faulty modules with repaired modules as per instructions of Site Incharge
- ix. In case of BTS/Exchange outages due to card faults of BTSs / NODE-Bs/ e-Node Bs/ Exchange fault, replace the fault items with the spare module/ cards as per instructions of BSNL Site In charge.
- x. Faulty card/ units of BTS sites and other equipments need to be deposited at designated centre as per requirement and collection of repaired unit. It will be the responsibility of bidder to transport equipment with utmost care and during transportation no cards/units get damaged.
- xi. In case of BTS/ exchange outages due to card faults of rectifier modules fault of power plant etc, replace the faulty items with the spare module /cards available from normal spare availability location or from nearby sites as directed. The card/module extraction/insertion and transport shall be as per the recommended practice of the OEM/guidance of BSNL.
- xii. Any Mini Link/ OFC failure to be intimated to site in charge for prompt restoration of OFC fault, details of visual alarm noticed to be communicated to the maintenance In-charge.
- xiii. To check Earth Connectivity is available at BTS/ Node B/ e-Node Bs. All measuring instruments to be provided by the vendor.
- xiv. Vendor personnel should be provided with photo ID cards by Outsourcing Vendor.
- xv. The field staff being deployed should be provided with 2 SIMs one of BSNL & other from private TSPs for communication when BTS site is down. The list of same shall be provided at the time of Agreement. In case of any change in staff during the contract, the same shall be updated. BSNL employees too will share their 2 Mobile nos. of BSNL and other TSP
- xvi. Maintaining EMF related boards and help in providing data for Biennial/Triennial submission of EMF Radiation for Mobile sites. (Bidder shall assist in Biennial/Triennial related activities like getting

- photograph &uploading to SSA CMTS Team etc.).
- xvii. Assistance in handling of minor store items.
- xviii. Ensure working of Power plant alarms with OMC-R.
- xix. First line maintenance of power plants, battery and any problem reported (Any problem to be reported within 3hrs.)
- xx. Bidder to perform Preventive Maintenance activities as per the PM Annexure, will maintain the register for this activity and will submit the copy of the same duly verified by concerned unit-in-charge along with monthly bill.
- xxi. Periodically check-up power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site Incharge and Charging of Battery.
- xxii. Tightening of all nuts/ screws in interconnecting point of power cable from EB panel board to each equipment
- xxiii. To ensure the power plant/ control card is functioning properly so that battery do not go to deep discharge.
- xxiv. In case of any Power Plant outages due to fault in control card intimation to be given to Site In charge for attending the same on priority.
- xxv. The bidder has to supply and maintain a log book in every site/ Exchange. It is the responsibility of the bidder to update the logbook promptly. All the log books get signed by the concerned officer incharge in the first week of next month and submit with the invoice.
- xxvi. Conducting Battery Backup test with Existing Load at least quarterly & record the same in Log Book.
- xxvii. Bidder has to provide related testing equipments and necessary conveyance to discharge the functions listed in the tender.
- xxviii. Air filter cleaning in BTS/ Node B/ e-Node B, every month and entry in log book of site.
- xxix. Routine check of free cooling systems available at site and DG set and other Equipments i.e. BTS/ Media etc. and record the same in log book as per the periodicity defined for the visit (monthly). Reporting of any alarms/faults/untoward incident to the concerned officer
- xxx. Monitoring of Power Plant voltage and smooth change over in the absence of electricity.
- xxxi. To provide assistance under various exchange site activities includes minor civil and electrical works such as repair/replacement of MCB, & Switch, Aviation bulb, EB service cable, armoured AC cable replacement up to DG, repair/replacement of parts of LT panel/ lighting fixtures / smoke & fire alarm system / site earthing/ surge protection/ A/C unit etc.
- xxxii. Preventive checks and maintenance of Earthing & Lightning Protection systems including periodic checking/correction of these systems to ensure that all equipments are protected against surge/lightning related damages. This includes augmentation of the existing earthing/ lightning system where ever required, replacement of any rusted components, tightening of joints, replacement of lightning damaged components in infra equipments/electrical circuitry including ELCBs/surge protection devices/fuses/cables etc.
- xxxiii. Maintenance of Tower Aviation light. Bidder to ensure working of Aviation light.
- xxxiv. Due to heavy dust, temperature of BTS increases and efficiency degrades. Hence, cleaning of all types of BTS/ Exchange equipment & other infrastructure need to be carried out. This should be done using proper tools (to be arranged by the bidder) including vacuum cleaner and under supervision.
- xxxv. Assistance to transmission media team for extension of loop test, observation of alarm indicators, giving reset etc for troubleshooting shall be done. Testing of E1/FE/GE and other media activities from BTS site to BSC /RNC related equipment (looping/ measuring of Optical power) as and when required
- xxxvi. Periodicity of visit to be at least once in 3 days for BSNL sites
- xxxvii. Site visit/ inspection/ cleaning activity proof to be provided at least once in a month to Site in charge
- xxxviii. Report EB failure of sites to concerned EB unit and intimate the docket no: if any, to concerned BSNL official. Constant coordination with Electricity Board/Corporation for restoration of power in consultation with BSNL Site Incharge and after restoration of EB power, ensure proper working of PP/DG.
- xxxix. BSNL may allocate work of collection of EB bills and submission to the concerned site in charge, submission of EB cheques to EB office from BSNL office, note down the closing electricity meter reading every month in every site and will intimate the same to the field officer along with entry in log book. Abnormal meter reading cases is to be immediately brought to the notice of the Concerned

- BSNL-in-charge. Electricity Bill collection/ correction (if wrong/ average) and intimation to concerned site in charge. Regarding Replacement of faulty electrical meter case to be immediately reported to the Concerned BSNL-in-charge.
- xl. Prevent misuse of electricity from the site. Penalty to be imposed if theft/misuse of electricity is detected as assessed by BSNL. This will be over and above the other penalties and will not be subject to capping if any
- xli. Sanction from EB/ police authorities to be arranged by the Vendor wherever necessary.
- xlii. The fire & smoke cum intruder detection systems installed in BTS sites are to be maintained by the bidder for its proper working. Periodic checking for the proper working of these systems and necessary repair/ replacement of faulty units are to be carried out by the bidder. The bidder shall maintain the fire extinguisher of CO2 in all BTS/exchange sites under maintenance.
- xliii. Routine check and Maintenance of Earth of power plant /BTS/ exchange and record the same in log book.
- xliv. Watering earth pit and ring earth of the tower.
- xlv. Battery cell replacement shall be done by the Bidder as & when required. This may involve rearrangement of the cells from other sites. Periodical check-up of power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site In charge and Charging of Battery
- xlvi. Bidder to deploy the skilled resources for cluster maintenance minimal per 10 sites for better maintenance and fault rectification. These numbers could be fixed by the respective BA/ Circle based on area specific condition.
- xlvii. In case of any loss or theft of any material/equipment at BTS site, concern person of bidder at BTS site is liable to lodge the DDR (Daily diary register) / FIR within one hour for the same to Police Authority and get CSR from police authorities. Primary responsibility is of bidder, if required BSNL site incharge will extend the help.
- xlviii. Bidder has to take "Take Over Certificate" of a BTS site along with all hardware /equipment details before commencement of contract from concern site in charge of BSNL
- xlix. 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. <u>BTS & Infrastructure Maintenance for Non-BSNL sites (Excluding IP sites) (2G and/or 3G and/or 4G)</u>

- i. These are the sites housing only Mobile sites 2 G and/ or 3G and/ or 4G or a combination ofthem.
- ii. Cleaning, security (to the extent of alerting any abnormal observation at the site during visits, intimating police authorities promptly w.r.t. any incident, ensuring functioning of lock & key.) and upkeeping of the site including all equipment, tower surroundings, shelter/OD cabinet, Media equipment, DG etc. This includes bush cutting in the BTS sites in open areas. All tools & Cleaning material to be provided by the bidder
- iii. All leftover BTS related alarms, if any need to be made functional and to be extended upto OMCR within one month of operation. Equipment required for Alarm Extension to be provided by BSNL.
- iv. Prompt action on receipt of instructions (by call or by SMS) from concerned officer regarding manual assistance in rectification of alarms/ faults in site.
- v. The Bidder should ensure that fault is attended even in case of water-logging due to rain etc., the maintenance staff should be provided necessary accessories/gum-boots etc.
- vi. The bidder must ensure that the staff attending the BTS site will never engage into any argument with landlords for NBSNL sites. If site technician/security/caretaker refuses to allow access to site during both Normal and odd hours, the staff should immediately report to Site In charge and must not leave site until the Site in-charge gives permission to do so
- vii. Replacement of the faulty modules with repaired modules as per instructions of Site Incharge
- viii. In case of BTS outages due to control card faults of BTSs/ NODE-Bs/ e-Node Bs fault, replace the fault items with the spare module/ cards as per instructions of BSNL Site In charge.
- ix. Faulty card/ unit to be deposited at designated centre as per requirement & collection of repaired unit. (It will be the responsibility of bidder that during transportation no cards/units get damaged).
- x. In case of BTS outages due to card faults of rectifier modules fault of power plant etc, replace the faulty items with the spare module /cards available from normal spare availability location or from nearby sites as directed. The card/module extraction/insertion and transport shall be as per the

- recommended practice of the OEM/guidance of BSNL
- xi. Any Mini Link/ OFC failure to be intimated to site in charge for prompt restoration of OFC fault, details of visual alarm noticed to be communicated to the maintenance In-charge.
- xii. To check Earth Connectivity is available at BTS/ Node B/ e-Node Bs (All measuring instruments to be provided by the vendor).
- xiii. Vendor personnel should be provided with photo ID cards by Outsourcing Vendor
- xiv. The field staff being deployed should be provided with 2 SIMs one of BSNL & other from private TSPs for communication when BTS site is down. The list of same shall be provided at the time of Agreement. In case of any change in staff during the contract, the same shall be updated. BSNL employees too will share their 2 Mobile nos. of BSNL and other TSP
- xv. Maintaining EMF related boards and help in providing data for Biennial/Triennial submission of EMF Radiation for Mobile sites. (Bidder shall assist in Biennial/Triennial related activities like getting photograph &uploading to SSA CMTS Team etc.).
- xvi. Assistance in handling of minor store items.
- xvii. Ensure working of Power plant alarms with OMC-R.
- xviii. First line maintenance of power plants, battery and any problem reported (Any problem to be reported within 3 hrs)
- xix. Bidder to perform Preventive Maintenance activities as per the PM Annexure, will maintain the register for this activity and will submit the copy of the same duly verified by concerned unit-in-charge along with monthly bill.
- xx. Periodically check-up power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site Incharge and Charging of Battery.
- xxi. Tightening of all nuts/ screws in interconnecting point of power cable from EB panel board to each equipment.
- xxii. To ensure the control card is functioning properly so that battery do not go to deep discharge.
- xxiii. In case of any Power Plant outages due to fault in control card intimation to be given to Site In charge for attending the same on priority.
- xxiv. The bidder has to supply and maintain a log book in every site. It is the responsibility of the bidder to update the logbook promptly. All the log books get signed by the concerned officer in the first week of next month and submit with the invoice
- xxv. Conducting Battery Backup test with Existing Load at least in quarterly & record the same in Log Book.
- xxvi. Bidder has to provide related testing equipments & necessary conveyance to discharge the functions listed in the tender.
- xxvii. Air filter cleaning in BTS/ Node B/ e-Node B, every month and entry in log book of site.
- xxviii. Routine check of free cooling systems available at site and DG set and other Equipments i.e. BTS/ Media etc. and record the same in log book as per the periodicity defined for the visit (monthly). Reporting of any alarms/faults/untoward incident to the concerned officer.
- xxix. Monitoring of Power Plant voltage and smooth change over in the absence of electricity.
- xxx. To provide assistance under various BTS site activities includes minor civil and electrical works such as repair/replacement of MCB, & Switch, Aviation bulb, EB service cable, armoured AC cable replacement up to DG, repair/replacement of parts of LT panel/ lighting fixtures / smoke & fire alarm system / site earthing/ surge protection/ A/C unit etc.
- xxxi. Preventive checks and maintenance of Earthing & Lightning Protection systems including periodic checking/correction of these systems to ensure that all equipments are protected against surge/lightning related damages. This includes augmentation of the existing earthing/ lightning system where ever required, replacement of any rusted components, tightening of joints, replacement of lightning damaged components in infra equipments/electrical circuitry including ELCBs/surge protection devices/fuses/cables etc
- xxxii. Maintenance of Tower Aviation light. Bidder to ensure working of Aviation light.
- xxxiii. Due to heavy dust, temperature of BTS increases and efficiency degrades. Hence, cleaning of all types of BTS equipment & other infrastructure need to be carried out. This should be done using proper tools (to be arranged by the bidder) including vacuum cleaner and under supervision.
- xxxiv. Assistance to transmission media team for extension of loop test, observation of alarm indicators, giving reset etc for troubleshooting shall be done. Testing of E1/FE/GE and other media activities from BTS site to BSC/ RNC related equipment (looping/ measuring of Optical power) as and when

- required.
- xxxv. Periodicity of visit to be once in 5 days for NBSNL sites
- xxxvi. Site visit/ inspection/ cleaning activity proof to be provided at least once in a month to the Site Incharge.
- xxxvii. Report EB failure of sites to concerned EB unit and intimate the docket no: if any, to concerned BSNL official. Constant Coordination with Electricity Board/ Corporation for restoration of power in consultation with BSNL Site Incharge and after restoration of EB power, ensure proper working of PP/DG.
- xxxviii. BSNL may allocate work of collection of EB bills and submission to the concerned site in charge, submission of EB cheques to EB office from BSNL office, note down the closing electricity meter reading every month in every site and will intimate the same to the field officer along with entry in log book. Abnormal meter reading cases is to be immediately brought to the notice of the Concerned BSNL-in-charge. Electricity Bill collection/ correction (if wrong/ average) and intimation to concerned site in charge. Regarding Replacement of faulty electrical meter case to be immediately reported to the Concerned BSNL-in-charge.
- xxxix. Prevent misuse of electricity from the site. Penalty to be imposed if theft/misuse of electricity is detected as assessed by BSNL. This will be over and above the other penalties and will not be subject to capping if any
- xl. Sanction from EB/ police authorities to be arranged by the Vendor wherever necessary
- xli. The fire & smoke cum intruder detection systems installed in BTS sites are to be maintained by the bidder for its proper working. Periodic checking for the proper working of these systems and necessary repair/replacement of faulty units are to be carried out by the bidder. The bidder shall maintain the fire extinguisher of CO2 in all BTS sites under maintenance.
- xlii. Routine check and Maintenance of Earth of power plant / BTS and record the same in log book.
- xliii. Battery cell replacement shall be done by the Bidder as & when required. This may involve rearrangement of the cells from other sites. Periodical check-up of power plant modules working, load sharing and ensuring sufficient Modules are available for Equipment in consultation with Site In charge and Charging of Battery
- xliv. Bidder to deploy the skilled resources for cluster maintenance minimal per 10 sites for better maintenance and fault rectification. These numbers could be fixed by the respective BA/ Circle based on area specific condition
- xlv. In case of any loss or theft of any material/equipment at BTS site, concern person of bidder at BTS site is liable to lodge the DDR (Daily diary register) / FIR within one hour for the same to Police Authority and get CSR from police authorities. Primary responsibility is of bidder, if required BSNL site incharge will extend the help.
- xlvi. Bidder has to take "Take Over Certificate" of a BTS site along with all hardware /equipment details before commencement of contract from concern site in charge of BSNL
- xlvii. For any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from bidder.
- C) BTS Maintenance for Infrastructure Provider (IP) sites (2G and/or 3G and/or 4G)
- i. These are the Infrastructure Providers (IP) sites housing only Mobile sites either 2G and/ or 3G and/ or 4G or a combination of them.
- ii. All leftover BTS related alarms at IP sites, if any need to be made functional and to be extended upto OMCR within one month of operation. Equipment required for Alarm Extension to be provided by BSNL.
- iii. Prompt action on receipt of instructions (by call or by SMS) from concerned officer regarding manual assistance in rectification of alarms/ faults in site.
- iv. The Bidder should ensure that fault is attended even in case of water-logging due to rain etc., the maintenance staff should be provided necessary accessories/gum-boots etc.
- v. The bidder must ensure that the staff attending the IP site BTS will never engage into any argument with IP site security/caretaker/technician. If site technician/security/caretaker refuses to allow access to site during both Normal and odd hours, the staff should immediately report to Site In charge and must not leave site until the Site in-charge gives permission to do so.
- vi. Replacement of the faulty modules with repaired modules as per instructions of Site Incharge
- vii. In case of BTS outages due to card faults of BTSs/ NODE-Bs/ e-Node Bs fault, replace the fault items with the spare module /cards as per instructions of BSNL Site In charge

- viii. Faulty card/units of BTS sites and other equipments need to be deposited at designated centre as per requirement & collection of repaired unit. It will be the responsibility of bidder that during transportation no cards/unit get damaged.
- ix. Any Mini Link/ OFC failure to be intimated to site in charge for prompt restoration of OFC fault, details of visual alarm noticed to be communicated to the maintenance In-charge.
- x. Air filter cleaning in BTS/ Node B/ e-Node B, every month and entry in log book of site.
- xi. For prolonged failure of Electricity as intimated by BSNL officer, Coordination for restoration of EB in consultation with IP In charge.
- xii. To check Earth Connectivity is available at BTS/ Node B/e-Node Bs (All measuring instruments to be provided by the vendor).
- xiii. Vendor personnel should be provided with photo ID cards by Outsourcing Vendor
- xiv. The field staff being deployed should be provided with 2 SIMs one of BSNL & other from private TSPs for communication when BTS site is down. The list of same shall be provided at the time of Agreement. In case of any change in staff during the contract, the same shall be updated. BSNL employees too will share their 2 Mobile nos. of BSNL and other TSP.
- xv. Maintaining EMF related boards and help in providing data for Biennial/Triennial submission of EMF Radiation for Mobile sites. (Bidder shall assist in Biennial/Triennial related activities like getting photograph &uploading to SSA CMTS Team etc.).
- xvi. Assistance in handling of minor store items.
- xlviii. Ensure working of Power plant alarms with OMC-R.
- xlix. First line maintenance of BTS/ media equipment and any problem reported.
- xvii. Bidder to perform Preventive Maintenance activities as per the PM Annexure, will maintain the register for this activity and will submit the copy of the same duly verified by concerned unit-in-charge along with monthly bill.
- xviii. In case of any Power Plant outages due to fault in control card intimation to be given to Site In charge/ IP incharge for attending the same on priority.
- xix. Bidder has to provide related testing equipments and necessary conveyance to discharge the functions listed in the tender.
- xx. Bidder should provide safety shoes, helmets to maintenance staffs as per safety regulations of IPs e.g. INDUS, ATC for attending faults in IP sites
- xxi. Routine check of Equipments i.e. BTS/ Media etc. and record the same in log book as per the periodicity defined for the visit (monthly). Reporting of any alarms/faults/untoward incident to the concerned officer.
- xxii. Periodicity of visit to be atleast once in 2 weeks for IP sites.
- xxiii. Site visit/ inspection/ cleaning activity proof to be provided at least once in a month to Site Incharge.
- xxiv. Due to heavy dust, temperature of BTS site increases and efficiency degrades. Hence, cleaning of all types of BTS/media equipment need to be carried out. This should be done using proper tools (to be provided by the bidder) including vacuum cleaner and under supervision.
- xxv. Cleaning of the site including BTS OD cabinet & Media equipment etc. All tools & Cleaning material to be provided by the bidder
- xxvi. Assistance to transmission media team for extension of loop test, observation of alarm indicators, giving reset etc for troubleshooting shall be done. Testing of E1/FE/GE and other media activities from BTS site to BSC/RNC related equipment (looping/ measuring of Optical power) as and when required.
- xxvii. 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.
- D. Rigger activities for BSNL, Non-BSNL and IP sites
- i. Dismantling of Antenna
- ii. Installation of Antenna
- iii. Dismantling of Antenna Fixture (for phase/ Space diversity antenna)
- iv. Fixation of Antenna Fixture (for phase/ Space diversity antenna)
- v. Height lowering of Phase Diversity Antenna along with fixture
- vi. Hoisting of RF Cable including connectorisation
- vii. Removing of RF Cable
- viii. Installation of Microwave Dish Antenna (Mini Link)
- ix. Dismantling of Microwave Dish Antenna (Mini Link)

- x. Microwave Link LOS work including ODU replacement
- xi. ODU Replacement for Minilink.
- xii. Re-orientation/ Tilt adjustment of Antenna.
- xiii. Verification/ Replacement of weather proof tapes to prevent water entry.
- xiv. Verification/ replacement of connectors/ fittings and removal of VSWR including connectorisation and weather proofing.
- xv. Assistance in Verification/correction of MW LOS.
- xvi. Verification/ correction of Lightning Arrestor and its fittings.
- xvii. Sector addition.
- xviii. Antenna Changing.
- xix. Microwave Fault attending.
- xx. Microwave installation/replacement.
- xxi. CPRI cable fault attending/replacement.
- xxii. Feeder/ RF/ OF cable fault attending and replacement.
- xxiii. 2G/3G/4G booster installation.
- xxiv. 2G/3G/4G Repeater installations.
- xxv. Any other related works in Tower.
- xxvi. Antenna Orientation & Tilt as per requirement for optimization.
- xxvii. VSWR fault rectification per sector (includes reconnectorisation, jumper cable change & weather proofing) (Handheld VSWR meter to be provided by the Vendor as per requirement)
- xxviii. Checking & correction of RF cable/ Fiber swap, Antenna at RRH, removal of bird/honey bee/wasp nest.
- xxix. Hoisting of CIPRI cable to RRH (Base Unit to RX unit on tower), per meter
- xxx. Connectorization of CIPRI Cable at RRH, per Site
- xxxi. Hoisting of Power cable to RRH (Base Unit to RX unit on tower), per meter
- xxxii. Connectorization of Power Cable including boot sealing, at RRH, per Site
- xxxiii. Running of Earthing Cable with connectorization to RRH, per meter
- xxxiv. VSWR fault rectification per sector (includes reconnectorization, jumper cable change & weather proofing), at RRH and Antenna ends
- xxxv. Hoisting of IF cable with connectorization, per meter
- xxxvi. RF module dismantling with SFP, per module
- xxxvii. Fixing of wall mounting fixture, per fixture
- xxxviii. Installation of RF cable tray for wall mounting Antenna per meter
- xxxix. Installation of Micro/ Macro BTS Equipment per unit
- xl. Laying of RF Cable per meter for Micro BTS (50M /site)
- xli. Installation of Splitter including connectorization
- xlii. Installation of Patch/Panel/ Omni antenna with connectorization
- xliii. RF Repeater Installation including Yagi/ Panel Antenna & RF Cable of 25M
- xliv. Completion of ordered RF optimization/ rigger activity.
- xlv. Restoration of Rigger related fault resulting in site fully/ partially down
- xlvi. RRH replacement (dismantling and installation) in case of faulty one or new one
- xlvii. RRU link (Link between BBU-RRH link) restoration for RRH sites along with provision to provide the RRU link materials if found damaged).
- xlviii. If the microwave IDU/ODU IF connector faulty, the bidder is to arrange these IF connectors and replace them
- xlix. EGB / IGB fixing.
- I. Grounding of feeder cable.
- li. Laying of RF jumper cable and Connectorization of jumper cable.
- lii. Fixing of surge arrestors.
- liii. Heat shrinks joint at Indoor jumper / power cables.
- liv. Hoisting / de-hoisting of RRH.
- lv. Hoisting / de-hoisting of Microwave IF cable from IDU to ODU on tower with connectorization.
- lvi. Hoisting / de-hoisting of Radio modem ODU with antenna.
- lvii. De-hoisting CAT (1+1) cable from antenna(ODU) on tower to IDU.
- Iviii. Alignment of Radio modem antenna at A and B end for link up of the system.
- lix. Rigger activities including Hoisting / Dehoisting of all type of RF work.

- lx. Hoisting / Dehoisting of Heavy RF material require supporting workers and may be included in tender.
- lxi. RRH/RRU attending or replacing antennae required additional man power apart from rigger alone. In present tender we struggled each time arranging additional manpower during replacement of faulty RRU/RRH. Such arrangements should be there in new tender.
- lxii. Changing of OVP (Over Voltage protection).
- lxiii. 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.
- lxiv. Any other activity with minor modification in RF as per guidance of BSNL.
- lxv. 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

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

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

- Assistance in the handling of minor store items.
- xiii. During the availability of main electric supply, DGs are not to be run. The operator shall keep the track of drainage of exchange battery voltage and shall start only when the voltage drops to 49 V.
- xiv. In the event of EB supply failure, operator shall operate DG after verifying the sufficient drainage of Exchange battery voltage. If power is not resumed within two hour, he may stop the EA Set and again allow the exchange battery voltage to drain sufficiently. The same sequence should continue till resumption of power supply
- xv. Arranging test run in case, if any dispute arise between the Contractor and the BSNL official concerned.
- xvi. The fuel utilization reconciliation will be based on CPH based validation with run hr meter count plus DG run readings from OMCR/NOC.As per BTS load and capacity of DG, the average CPH may be taken as 2.2 Liter / Hour for DG Sets up to 15 KVA capacity and 2.7 Litre/ Hour for more than 15KVA capacity. However, this is indicative data and actual CPH may depend on individual make/capacity and will be informed by site incharge.
- xvii. DG hour meter and KWH meter and AMF panel incorporated in DG to be kept in working condition and any tampering / fault will entail penalty as well as action for recovery of losses to BSNL.
- xviii. DG battery should be maintained, safeguarded and kept in charged condition at the site so as to start the DG at the time of main supply outage. Life of DG battery is minimum two years. Therefore, if any damage happens to the battery within this period, the agency has to replace it free of cost. At the time of hand over, healthy battery will be provided (approximate used period / manufacturing date will also be indicated).
- xix. Other than the periodic refilling, whenever there is an emergency requirement based on OMCR low fuel alarm or message given by the concerned officer, refilling shall be arranged within three hours on getting such intimation
- xx. BSNL may order for Diesel filling for specific site as per requirement. Ordered diesel filling should be done by the Vendor within 24 hours of intimation.
- xxi. A monthly Site wise statement detailing the opening balance of diesel, diesel filled during the month, closing balance, DG run hours etc shall have to be submitted by the bidder(s) to BSNL.
- xxii. BSNL reserves the right to incorporate and ask for any other reconciliation / operation report during the currency of tender.
- xxiii. The service provider/contractor shall ensure that the DG should be run in case of power failure. The agency has to develop a methodology of getting information of power failure and action to start and stop EA Set accordingly. After power failure and as per the battery voltage conditions, the firm shall make arrangements for DG Start and stop in case auto mode operation of DG set is not functional
- xxiv. A-check of DGs including its test operation, monitoring of fuel/ oil/ coolant level, check leakage if any, test operation of changeover of MSEB/DG supply etc shall be done. All alarms of DG such as Low fuel level, DG on load shall be kept up-to-date for log verifying log book entries.
- xxv. Proper maintenance of earth I /c watering & checking for healthiness up to DG is to be done, to have a stable power supply EA Set.
- xxvi. The payment of diesel cost from BSNL will be limited to actual consumption based on log book after applying the ceiling limit based on the consumption computed with Run Hour meter reading and per hour consumption indicated in this tender document, on a which-ever-less basis.
- xxvii. The payment will be based on logbook entries, but will be limited to monthly consumption based on run hour meter reading and the average consumption in liters/hour for each DG shall be measured along with the BSNL team and jointly signed off soon after any site is added in work order for diesel filling. In general, as per BTS load and capacity of DG, the average CPH may be taken as 2.2 LITRE / HOUR for DG Sets up to 15 KVA capacity and 2.7 Liter/Hour for more than 15KVA capacity. It is to be noted that in no case, hour meter remain non operational for consecutivemenths
- xxviii. The bills will be verified, passed & forwarded by BSNL representative based on the consumption in liters / Hour indicated in the tender document. Any extra cost incurred will be the responsibility of the bidder. If the diesel cost through Petro/ fleet card is found to be less than the diesel consumption based on mileage, the bidder will not have any claim for the additional cost.
- xxix. The sites for which even one instance of diesel filling in the month is not recorded will not be considered for Diesel filling expenses for the said month.
- xxx. In the case of MOU with oil companies, BSNL will pay directly to the Oil companies. Any excess usage of Diesel after tallying with log book entries/Run hour meter will be adjusted from bills at the end

- of every quarter.
- xxxi. The bidder has to supply and maintain a log book in every site/ Exchange for Diesel filling. It is the responsibility of the bidder to update the logbook promptly on Diesel filling.
- xxxii. Concerned BSNL officers will periodically verify the logbook entries and put their initials. The bidder has to seal and lock the hour meter in the presence of BSNL representative. Every month the hour meter reading is to be noted by bidder along with the BSNL representative and a consolidated statement along with log book reports is to be submitted by the bidder. Under any circumstances if any of the units like run hour meter is faulty then the diesel filling should be done under the supervision of any of the BSNL officers/ persons authorized by BSNL.
- xxxiii. If the bidder provider feels that average consumption per hour in that site is to be reviewed due to aging of DG or other factors then a test run can be requested by the bidder to recalculate the Average consumption/hour for that particular site. The test run will be conducted by a joint team consisting of representatives of bidder and BSNL. Once having jointly signed off on CPH, review will not be made for another six months.
- xxxiv.If any fraudulent activity by the personnel deployed in filling of diesel/ running of DG in Mobile sites is detected by BSNL authorized personnel/officer, then the bidder(s) is liable to pay penalty as assessed by BSNL i.e. the cost of consequential damages to installation(s)/DG set(s) would be deducted at actual, from the bidder's bill. This will be over and above the other penalties and will not be subject to capping if any.
- xxxv. For any tendered work not attended in time, BSNL will have the right to get it done from external resources and payment made to them will be recovered from bidder

DG Set Maintenance Activities

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

- i. Make sure there are no fluid leaks
- ii. Run the generator (typically no-load, automatic transfer switches exercise cycle).
- iii. Verify that the unit ran and has no alarms or warnings.
- iv. Ensure adequate fuel levels.
- v. Ensure that the generator is in "Auto" mode, for automatic startup.
- vi. Check engine coolant level.
- vii. Check engine oil level.
- viii. Check the battery charger.
- ix. Run the generator (with load, automatic transfer switch exercise cycle).
- x. Manual assistance in changeover of MSEB/DG supply and attending to minor faults like tripping of switches, manual changeover in AC units, swapping of power plant unit etc.
- xi. Routine check of DG, Power plant, Battery and Equipments and record the same in log book as per the instructions given in the log book. Reporting of any alarms/ faults/ untoward incident to the concerned officer.
- xii. Assisting in Diesel filling in the DG Set available at the site.
- xiii. Check the battery electrolyte level and specific gravity.
- xiv. Check battery cables and connections.
- xv. Inspect drive belts.
- xvi. Inspect the coolant heater.
- xvii. Check coolant lines and connections.
- xviii. Check for oil leaks and inspect lubrication system hoses and connectors.
- xix. Check for fuel leaks and inspect fuel system hoses and connectors.
- xx. Inspect the exhaust system, muffler and exhaust pipe.
- xxi. Check and clean air cleaner units.
- xxii. Inspect air induction piping and connections.
- xxiii. Inspect the DC electrical system, control panel and accessories.
- xxiv. Inspect the AC wiring and accessories.

OTHER CONDITIONS & DETAIL DESCRIPTION OF WORKS

- 1. For smooth execution of the above routine and maintenance works the vendor is binding to engage one cluster manager for every 80 to 150 BTS sites and part thereof. The detail of BTS sites allotted to cluster manager will be decided by the BSNL authority. The cluster manager should have at least educational qualification in Diploma or should have minimum 5 years' experience in maintaining telecom equipment/network.
- Cluster Manager will be the overall in charge for upkeeping and maintenance of all the BTS sites within the cluster and he will report to JTO/SDE/AGM of BSNL. He must have a two wheeler for movement from site to site in emergency. He must have a mobile connection for effective communication. He should have necessary skill and the required tools/instruments/safety devices for carrying out the BTS up keeping and maintenance works.
- 3. DELETED.
- 4. The Vendor undertakes to deploy well trained personnel to attend sites. The Vendor also ensure that the personnel so deployed should have minimum Knowledge of Telecom and Electrical equipment present at site.
- 5. The behaviour and practice of the deployed personnel by the vendor should not hamper the network performance of BSNL as well as other TSP, if present at site.
- 6. For smooth up-keeping and maintenance of BTS sites, the vendor should deploy minimum one person for 8 no. of BTS sites in urban area in C-type cities/towns and minimum one person for 4 no. of BTS sites in rural area of the state. However, depending on geographical location, the no. of BTS sites for a worker may be varied for proper maintenance works as per instruction of BSNL authorities.
- 7. The contractor has to depute his workers with required tools, instruments, safety devices etc. **The** safety of the life of rigger is the sole responsibility of the contractor.
- 8. The contractor or cluster manager should regularly visit the sites for general up-keeping like Cleaning of BTS equipment, power plant, electrical panel, DG sets, batteries, oil tanks and shelter and BTS premises etc on regular basis.
- 9. The contractor is responsible for cleaning and removing of dust of different equipments in the BTS sites & cleaning of its surrounding area periodically. This includes bush cutting in the BTS sites. The cleaning materials are to be supplied by the contractor.
- 10. Routine operation of air conditioners with cleaning of AC filters, Engine Alternator, A/C controllers, tower lights (if installed) and stabilizers etc.
- 11. Upkeep and maintenance of AMF panels, DCDB, Servo stabilizers, MCBs, commercial energy supplies and power cables.
- 12. Assisting handling of minor store items.
- Topping up of DG batteries, it's cleaning and applying petroleum jelly on terminals. Contractor has to supply the consumable for the same.
- 14) The electrical wing should supply and replace the fuses & MCBs as and when required. The contractor may assist for this as and when required.
- 15) Assisting in replacement of contactors, relays, electrical fittings, switches etc.
- 16) Assisting in replacement of DG fuel pipe, air and fuel filters, lubricating oil etc.
- 17) Attending faults related to infrastructure as reported from OSS.
- Attending electrical wirings/ jumpering faults as and when required should be done by Electrical wing. The contractor may assist for this as and when required.
- 19) Assisting in collection and payment of electricity bills, restoration of electricity in cases of breakdown of power supply and also note down the closing electricity meter reading at the end of the every month and will intimate the same to the field officer along with DG log book.
- 20) Filling of diesel and lubricants in DG sets
- 21) Ensuring security and safety of BTS equipment and all other associated equipment and infrastructure items installed at the station.
- 22) Ensuring lighting of aviation lights during evening/night to avoid aviation hazards
- 23) Immediate reporting of faults and/or any untoward incidence, if occurred at the station to the designated BSNL officer with in prescribed time period.
- 24) Submission of monthly feedback report to concerned AGM/SDE (CMTS) in the proforma specified.
- 25) The representative of the contractor shall be required to make entries in log book provided by BSNL at the respective sites. The logbooks shall have the data /records in respect of inventory at site, day

- to day operations of DG sets, details of activity performed by BSNL or contractor's representatives at site and it shall be responsibility of contractor's Representative for safe custody of logbooks and produce the same as and when demanded by BSNL's representative.
- The tools, testers, safety devices like line tester, Multi meter, Spanner set, gloves, helmet, safety belt, shoes etc are to be provided by the contractor to persons carrying out the Up-Keeping and rigger jobs.
- The contractor shall be responsible to have their own teams under cluster manager to perform the day to day works as per this contract. The persons utilized by the contractor should necessarily have a mobile connection. They should visit the BTS sites, minimum once in a day to carry out the activities listed above. They should also attend to the works on call basis whenever there is such requirement, at any time. The persons utilized by the contractor should preferably be a local resident who shall reach the site within half an hour of getting the calls/SMS.
- 28) The exact location of the sites will be intimated at the time of agreement.
- 29) The BSNL reserved the right to change the BTS location under the contract with seven days' notice. The bidder has to continue the support as per this contract in the changed locations.
- 30) As per this contract, the vendor has to ensure that there is no outage due to delay in up keeping support.
- 31) During the agreement period, the contractor shall deploy required no. of cluster managers, who shall act as single point of contact in the SSA for BSNL for handling any service related issues under the agreement.
- 32) Bidder shall ensure that the persons utilized are competent, responsible and capable of meeting the service obligations as per the contract. If the performance of any person is found to be unsatisfactory, such persons should be replaced within 7 days of notice. If the total numbers of notices necessitated on unsatisfactory performance during the contract period are more than 25% of the total no of sites under this contract, then the competent authority of BSNL may consider termination of the contract.
- 33) The bidder shall provide proper identity card to the persons utilized.
- The bidder shall support/coordinate with other agencies working at the BTS sites which (who) are authorized by BSNL.
- No staff deployed directly or indirectly by the contractor for the contract service would have any claim for getting future employment in BSNL.

SECTION-II (PENALTY)

S.N.	Activity		Timelines for attending/rectification	Penalties (per site)	Severity level		
			< 2 hrs	No Penalty			
		Satisfactory support in Site upkeep and	>2 to 4< hrs	Rs 30/hr			
A	Complete outage	prompt action for rectification of alarms/faults in site	>4 to 8< hrs	Rs 50/hr	Critical		
		 Replacement of faulty BTS/Mini-Link cards /Rigger activity/ PP modules / Cables incase 		Rs 100/hr			
		of complete outage.	>12 hrs	Rs 200/hr	_		
		Satisfactory support in Site upkeep and	<12 hrs	No Penalty			
В	Dartial	prompt action for rectification of alarms/faults in site	>12 to 24< hrs	Rs 20/hr			
Б	Partial outage	 Replacement of faulty BTS / Mini-Link cards / Rigger activity/PP modules / Cables in case of partial outage. (sector down due to VSWR) 	>24 hrs	Rs 30/hr	Major		
	T			T			
C	0-0	Attending/rectification the fault related to (rigger activity, VSWR, Tilt, Orientation, Antenna height	<24 hrs	No penalty			
С	QoS	adjustment, swapping etc.)	>24 to 48< hrs	Rs 10/hr	Majar		
		,,	>48 hrs	Rs 30/hr	Major		
			one month of	No Penalty			
D	Alarm	BTS/PP/INFRA related ALARM EXTENSION upto OMCR, ensure working of alarms	docket booking more than one month	Rs 50/day			
_		Attending/rectification the fault related to	<24 hrs	No Penalty	Major		
		BTS/PP/INFRA related Alarm]		
			> 48 hrs	Rs 30/hr			
	T			_			
		Faulty card/units to be deposited at designated centre and collect repaired unit	1 day	No Penalty			
		_	>1 day	Rs 50/day			
		Removal of bird/honey bee/wasp nest, Aviation lamp	7 days of docket booking	No Penalty			
			>7 day	Rs 50/day			
		cleaning/bush cutting at site within week per instances per site	7 days of docket booking	No Penalty			
Е	Misc		>7 day	Rs 50/day			
E	MISC	Periodical check-up of PP & battery charging	7 days of docket booking	No Penalty	Major		
			>7 day	Rs 50/day			
			Maintaining EMF related boards and help in providing data for Biennial/Triennial submission	7 days of docket booking	No Penalty		
		of EMF Radiation for Mobile sites.	>7 day	Rs 50/day			
		Ordered Diesel filling	1 day of intimatio	No Penalty			
			>1 day	Rs 100/day	1		

			<3 hrs	No penalty		
		Starting of DG set as required/power failure	>3 hrs	Rs. 100/hr		
	DG		<3 hrs	No penalty	-	
F	Operation	filling of Diesel at the site/exchange resulting in	>3 to 6< hrs	Rs 50/hr	Critical	
		site/exchange being fully / partially down	>6 to 12< hrs	Rs 100/hr		
			>12 hrs	Rs 200/hr		
G	PM	PM activity as listed in Annexure	Beyond the timeline defined in PM Annexure	Rs 100 /week	Minor	
		First line maintenance / nonentine	42 hwa	No nonelter	<u> </u>	
		First line maintenance/ reporting	<3 hrs	No penalty	14.	
Н		Any other single instance of non-completion of	>3 hrs	Rs. 20/Hr	Minor	
		ordered activity & single instance of performance deviation as per tender, unless defined in the above penalties	>1 day delay	Rs. 30/day	Minor	
Gene	Missing/da	nce deviation due to BSNL reasons will be exempted mage/theft of the card/unit after taking custody of will be vendor's responsibility and the actual cost of	the same from BSNL t			
1	Equipment	will be veliced 5 responsibility and the decidal cost of	or the cara win be reed	y er eu ir om the	DIII.	
2 (i)	relevant inv	ttributable to the bidder will be capped to 20% of the voice period. However, if total penalties reaching the sin such cases the capping limit will be revised to 4% when the penalties is below 20% for three conse	e capping limit (i.e. 20 40% of the invoice and)%) consequent	ly	
(ii)	If the total penalties reaching the capping limit consecutively for 3 Month, BSNL will have the right toterminate the contract of the concerned BA/ SSA without any further notice.					
3	If any fraudulent activity by the personnel deployed in filling of diesel in GSM sites or in site Maintenance activities, is detected by BSNL authorized personnel/officer, then the bidder is liable to pay penalty i.e. The cost of consequential damages to any BSNL equipment/installation(s)/DG set(s) would be deducted at actual, from the service provider's bill. This will be over and above the other penalties and will not be subject to capping if any.					

SECTION-III (PREVENTIVE MAINTENANCE)

Appendix-I (PM checklist)

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

Appendix-II

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

Appendix-III (General Inspection)

	Apper	<u>ıdıx-ıli (General ilis)</u>	<u>Jection)</u>
SI.	Check List	Specifications	Observations/ Remarks
No.			
1	Shelter properly cleaned	yes/no	
2	Any Extra material inside shelter	yes/no	
3	DG Set / canopy properly cleaned	yes/no	
4	VRLA Battery Bank	ok/not ok	
5	General site cleaning	done/not done	
6	Aviation Light &its functioning	ok/not ok	
7	Lightening Arrestors and its connection	ok/not ok	
8	DG silencer and Earthpit paint	ok/not ok	
9	Shelter outside cleaning	ok/not ok	
10	Grass cutting	ok/not ok	
11	Outside cleaning	ok/not ok	
12	Light system indoor & outdoor	ok/not ok	
13	Proper shading or Energy Meter	ok/not ok	
14	Cheating for overheating of Energy Meter	ok/not ok	
15	Earth pit condition	ok/not ok	
16	Any leakage inside/ outside the DG	ok/not ok	
17	Any Waste material at site like used lube oil used fi1ters, old clothes.	yes/no	

SECTION-V

BID FORM

To

The General Manager
Telecom District, BSNL Rourkela.

	· C:
Dear	· Sır.

- 2. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding **3%** of the contract sum for the due performance of the Contract.
- 3. We agree to abide by this Bid for a period of **150 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 4. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this	day of 2023	
	Ň	nature of Bidder in capacity of lame of the Firm with full address
		FAX No
Duly au	thorized to sign the bid for and on beh	nalf of
Witness		
Address		
Signature		

SECTION-VI TECHNICAL BID/Check List

3/		Uploaded.
1	List of Documents to be scanned and uploaded	Yes/No/No Applicable
1	The scanned copy of A/c Payee Demand Draft / Banker's Cheque towards Tender Paper fee (as applicable) only in favour of A.O. (Claim), BSNL, O/o GMTD, Rourkela payable at Rourkela.	Дрисавіс
2	The scanned copy of A/c Payee Demand Draft / Banker's Cheque/Bank Guarantee towards EMD/BID security as per Section-I (NIT) in favour of A.O. (Claim), BSNL, O/o GMTD, Rourkela payable at Rourkela. (FDR will not be accepted for EMD).	
3	Self attested copy of "Power of Attorney" in case of person other than the bidder has signed the tender document.	
1	Self attested photocopy of necessary documents to proof as an Individual Contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956 as follows. (Please mention the type of firm/individual etc.)	
	Individual contractor: The bidder should submit Valid Registration Certificate as Individual contractor issued by any State/Central Government Authority.	
	Proprietorship Firm: The bidder should submit an Affidavit describing that he is the sole proprietor of the said Proprietorship firm which is executed on an non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned. The proprietorship firm should also be registered by any State/Central Government Authority as a valid contractor	
	Partnership Firm: The bidder should submit Self-attested copy of certificate of registration for the firm registered under Indian partnership Act'1932 and it's subsequent amendments. Self-attested copy of partnership deed.	
	Certificates from all Partners of the bidder stating that none of their near relatives are working in BSNL in accordance with format in Section-XII of tender document.	
	Company under Indian Company Act 1956: In case of a company registered under Indian Companies Act, 1956, the bidder should submit Self-attested copy of Certificate of Incorporation, Self-attested copy of Article or Memorandum of Association	
	List of all Directors including their name(s), Director Identification Number(s) (DIN) and address along with contact mobile/telephone numbers of office and residence. Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in	
j	accordance with format in Section-XII of tender document. Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be	
i	liable for due performance of the contract jointly and severally. Self attested photocopy of undertaking to submit the labour license to carry out "Up-keeping & maintenance of NBSNL BTS sites" within three weeks of signing the agreement for any work(s).	
,	Self attested photocopy of Income Tax PAN Card. (Note-In case of proprietorship firm, PAN should be in the Individual's name and in case of company/partnership firm, the PAN should be in company/firm's name.)	
<u>; </u>	Self attested photocopy of Income Tax return for the AY 2022-23. Self attested photocopy of E.P.F. Registration Certificate.	
)	Self attested photocopy of ESI Registration Certificate.	
	Self attested photocopy of GST registration certificate. Self attested photocopy Experience Certificate as per section-I NIT.	
	Self attested photocopy Turn Over certificate as per section-I NIT.	
	Bid form as per Section-V of tender document duly filled with signature and seal.	
;	Undertaking & declaration as per Section-VIII of tender document duly filled with signature and seal.	
;	Bidders Profile as per Section-XIII of tender document duly filled with signature and seal.	
•	Undertaking(s) to the effect that none of their near-relatives are working in BSNL as per the format in Section-	
	XII of tender document duly filled with signature and seal.	
3	Clause by clause compliance- Section-XV of tender document duly filled with signature and seal.	
9	Declaration of Downloading & Non - tampering of tender document, Section-XVI of tender document duly filled with signature and seal.	
0	Declaration regarding Blacklisting / Debarring from taking part in Government Tender by DoT / MTNL / Govt. Dept. / PSU (To be executed on Non-Judicial Stamp Paper of Rs. 20/- by the bidder) as per Section-XIV .	
	Tender document signed by the bidder on all pages with seal.	

SECTOIN-VII FINANCIAL BID (FORMAT)

(Details for tender is given in the Percentage BOQ template)
Tender No. N-32/2022-23/1 Dt. 14-02-2023

Name of contractor.....

Name of work: Up-keeping and maintenance of Mobile BTS Sites under Rourkela SSA.

SN	Description of Works	No. of BTS sites or Quantity	SoR per Month per site	Rated Quoted by bidder per site per month
1	BSNL sites with Infra maintenance including rigger activity and DG fuel filling & operation	30	2800.00	
2	NBSNL sites with Infra maintenance including rigger activity and DG fuel filling & operation	101	2600.00	
3	Exchanges Sites with Infra maintenance including DG Fuel filling & Operation	0	2200.00	
4	Non-outsourced sites maintenance	103	150.00	
5	Rigger activities for non-outsourced sites	103	200.00	
	TOTAL			

NOTE:

- (i) The estimated cost mentioned above is inclusive of all charges but excluding GST.
- (ii) GST will be paid extra as applicable from time to time.
- (iii) List of BTS sites will be supplied at the time of issuing work order.
- (iv) No. of BTS sites may vary from -25% to +25% as per actual requirement.

ESTIMATE DETAILS OF FINANCIAL BIDS (Approximate figures upto 2 decimal points)

SN	SSA	No. of BSNL Infra Sites	Total Monthly Estimated Cost	Avg. cost per site per month	No. of NBSNL Infra Sites	Total Monthly Estimated Cost	Avg. cost per site per month	No. of Non Outsourced Sites	Total Monthly Estimated Cost	Avg. cost per site per month	Monthly Estimated cost of Rigger	Total Monthly Estimated Cost
1	RKL	30	84000.00	2800.00	101	262600.00	2600.00	103	15450.00	150.00	20600.00	382650.00

SECTION-VIII UNDERTAKING & DECLARATION

[For understanding the terms & condition of Tender & Spec. of work]

a)	Certified that:					
	1.	I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.				
	2.	If I/ We fail to enter into the agreement $\&$ commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.				
b)	The bi	dder hereby covenants and declares that:				
	1.	All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.				
	2.	If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.				
Date:		Signature of Bidder				
Place:		Name of Bidder				

Along with date & Seal

<u>SECTION-IX</u> <u>PERFORMANCE SECURITY GUARANTEE (BOND FORM)</u>

in consideration of the General Manager, Rourkela Telecom District Bharat Sanchar Nigam Ltd,
Rourkela having agreed to exempt [hereinafter called the "Contractor(s)"] from the demand,
under the terms and conditions of an agreement/Purchaser Order) No Dated made between
and for for the supply of
(hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of
the terms and conditions contained in the said Agreement, on production of a bank guarantee for
we, (Name of the Bank) (hereinafter referred to as "the Bank") at the
request of (contractor(s) do hereby undertake to pay to the ACCOUNTS OFFICER (CLAIM),
BSNL. O/O GMTD, BSNL ROURKELA an amount not exceeding against any loss or
damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said
Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (Name of the Bank) do hereby undertake to pay the amounts due and payable under
this guarantee without any demur, merely on a demand from the ACCOUNTS OFFICER (CLAIM), BSNL. O/O
GMTD, BSNL ROURKELA stating that he 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 contractor(s) of any of terms or conditions
contained in the said Agreement or by reason of the contractor (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 Rs
3. We undertake to pay to the ACCOUNTS OFFICER (CLAIM), BSNL. O/O GMTD, BSNL ROURKELA any
money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers 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 contractor(s) / supplier(s) shall have no claim against us for making such payment.
4. We (name of 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 (Office /BSNL)
certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said
contractor(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 TWO AND HALF YEARS from the date hereof, we shall be discharged from
all liability under this guarantee thereafter.
5. We (name of 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 very any of the terms
and conditions of the said Agreement or to extend time of performance by the said contractor(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
contractor(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
Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to
the said contractor(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. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)
/ supplier(s).
7. We (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except
with the previous consent of the BSNL in writing.
Dated the date
For
(Indicate the name of the Bank)
Signature of the Bank
Name
Signed in capacity of
Name of Witness
Signature of Witness
Address of Witness
Full Address of Branch

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

STD Code & Telephone No. of Branch

FAX No. of Branch

SECTION-X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject:	•	pening on(Date) in the tender
	owing person is hereby authorized to	attend the bid opening for the tender mentioned above(Bidder)
	<u>Name</u>	Specimen Signature

Alternate Representative

Signature of Bidder Or

Officer authorized to sign the Bid Document on behalf of the Bidder.

Note: 1. Maximum of two 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 recovered.

SECTION-XI

EMD/BID SECURITY FORM

	Where	as
		for the supply of Tender No
"the B	 ank") aı m of	KNOW ALL MEN by these Presents that WE
	THE C	CONDITIONS of the obligation are:
1.	If the E form; o	Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid or
2.		Bidder, having been notified of the acceptance of its Bid by the Purchaser during the Period validity.
	a).	fails, or refuses to execute the Contract, if required, or
	b).	fails or refuses to furnish performance security, in accordance with the Instructions to Bidders.
withou note th	t the Pu nat the a	e to pay to the Purchaser up to the above amount upon receipt of its first written demand, urchaser having to substantiate its demand, provided that in its demand, the Purchaser will amount claimed by it is owing to the occurrence of one or all of three conditions, specifying condition or conditions.
up to a	and incl	e will remain in force as specified in clauses 12 and 28.2 of section II of the Bid Document uding Thirty (30) days after the period of Bid validity, and any demand in respect thereof the Bank not later than the specified date/dates.
		Signature of the Bank
Name.		
Name Signat Addres	of Witnoure of ss of Wi	Witness

STD Code & Telephone No. of Branch

FAX No. of Branch

SECTION-XII

PROFORMA FOR NO NEAR RELATIVES CERTIFICATE WORKING IN BSNL

Certificate to be given by the contractor in respect of no near Relative (s) in BSNL of the contractor.

l,				
S/o				
resident of				
hereby certify that none of my	near relative(s) as define	d in the tender docum	ent is/are empl	oyed any
where in BSNL as per details	given in tender docume	ent. In case at any sta	age, it is found	that the
information given by me is fa				
deemed fit, without any prior in	timation to me.		•	

Signature of the bidder with seal

Note :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 Private Ltd. Company, by all the directors of the company separately.

SECTION-XIII

Tenderer / Bidder's Profile & Questionnaire (To be filled in and submitted by the bidder)

1. 2.		Na						
۷.		Present Correspondence Address						
		Tel	ephone No		Mobile No			
3.		Add	=					
		 Tel						
		e-n	nail ID					
4 .			or (ii) or (ii or (iv	dividual Con Sole proprie i)partnership) Private lim	tractor tor-ship o firm ited company.	o / Divo stov/o	f D. A. L. A.J. Co	
5.	S. N		me of the Individual co Name	ontractor/ sole	Father's Name	s/ Director(s) o	Designation/authority of the bidder	
	1.						or the blader	
ı	2.							
İ	3.							
Ī	4.							
	5.							
6.			lame of the person aun which he is authorize				reement and the capacity :	
7. 8.			(b) Beneficiary branc(c) IFSC code of ben(d) Beneficiary account	Bank for effed Name:h Name: eficiary Brand Int No.:	cting e-payments:			
9.		S	Vhether the individuate it's address alor Yes/No)	ng with conta	act person details.		state of Odisha? If so,	

	(Contact Tel. no	Mobile No
		e-mail.ID	
B)	1.1	specification? Yes/ No. If Yes, Give details	/ material is required to complete the work specified in the
	2. 2.1	Do you think any other item of specified in the specification? If Yes, Give details	f work need be included in tender form to complete the work Yes/ No.
		uggestion for improvement of the	
Plac	e		
Date	e		Signature of contractor

SECTION-XIV

DECLARATION REGARDING BLACKLISTING / DEBARRING FROM TAKING PART IN GOVERNMENT TENDER BY DOT / MTNL / GOVT. DEPT. / PSU

(To Be Executed On non-judicial stamp paper of Rs. 20/- by the bidder)

I/We: Proprietor/ Partner/ Directo	or(s) of M/s
Has not	m/ company namely M/sbeen blacklisted or debarred in the past by DOT/BSNL/ or any other nment organization from taking part in the Govt. tenders
	tion is found false I/we are fully aware that the tender / contract will be rejected I Manager, Rourkela & EMD/BID Security /SD shall stand forfeited along with med fit
Place	Signature Seal of the firm
Date	Capacity in which is signed Name Address of the firm:
**********	*********************
DEC	SECTION-XV CLARATION ON CLAUSE BY CLAUSE COMPLIANCE
DLO	LAKATION ON CLAUSE BT CLAUSE CONFEIANCE
	at I shall comply with all the terms and conditions of the tender documents unconditionally.
Place : Date:	Signature of the Bidder:- Name of the Bidder :-
<u>Declaratio</u>	SECTION-XVI on for Downloading & Non tampering the tender Document.
(authorized signatory) her the website https://etenders.gov.in/e as per the index are ava downloaded tender documents.	
deletion / correction has b	found that the information given above is false / incorrect or any addition / een made in the proforma downloaded, BSNL shall have the absolute right to d fit, without any prior intimation to me.
Place: Date:	Signature of bidder/Authorized Signatory Name of the bidder
	Seal of the bidder

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

SECTION-XVII
Guidelines for taking action against vendors who default

a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD; b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of iii) Banning of busines to SECTION-XV with including participation date of issue of banniii) Termination/ Shor acceptance of further	Action to be taken C r bid of respective Vendor. ss for 3 years which implies barring further dealing the vendor for procurement of Goods & Services in future tenders invited by BSNL for 3 years from
1(Submitting fake / forged a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD; b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of i) Rejection of tender ii) Banning of busines to SECTION-XV with including participation date of issue of banni iii) Termination/ Shor acceptance of further	r bid of respective Vendor. ss for 3 years which implies barring further dealing the vendor for procurement of Goods & Services in in future tenders invited by BSNL for 3 years from
a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD; b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of iii) Banning of busines to SECTION-XV with including participation date of issue of banni iii) Termination/ Shor acceptance of further	ss for 3 years which implies barring further dealing the vendor for procurement of Goods & Services in future tenders invited by BSNL for 3 years from
a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD; b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of iii) Banning of busines to SECTION-XV with including participation date of issue of banni iii) Termination/ Shor acceptance of further	ss for 3 years which implies barring further dealing the vendor for procurement of Goods & Services in future tenders invited by BSNL for 3 years from
condition of tender in respect of tender fee and/ or EMD; b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of to SECTION-XV with including participation date of issue of banni iii) Termination/ Shor acceptance of further	the vendor for procurement of Goods & Services in future tenders invited by BSNL for 3 years from
EMD; b) Certificate for claiming exemption in respect of tender fee and/ or EMD; and detection of default at any stage from receipt of including participation date of issue of banni iii) Termination/ Short acceptance of further	n in future tenders invited by BSNL for 3 years from
b) Certificate for claiming exemption in respect of tender fee and/ or EMD; date of issue of banni iii) Termination/ Shor and detection of default at any stage from receipt of	
tender fee and/ or EMD; iii) Termination/ Shor and detection of default at any stage from receipt of acceptance of further	ing order
and detection of default at any stage from receipt of acceptance of further	rt Closure of PO/WO, if issued. This implies non-
	supplies / work & services except to make the
	erial work/ complete work in hand.
Note 1:- However, in this case the performance guarantee if alright will not be	•
Note 2:- Payment for already received supplies/ completed work shall be ma	
	ade as per terms & conditions of PO/ WO.
b) meeting eligibility criteria such as experience	
capability, supply proof, registration with Sales Tax,	
Income Tax departments etc and as supporting	
documents towards other terms & conditions with	
the bid to meet terms & condition of tender :	
(i) If detection of default is prior to award of APO i) Rejection of Bid &	
ii) Forfeiture of EMD.	
(ii) If detection of default after issue of APO but i) Cancellation of APO	
before receipt of PG/ SD (DD,BG etc.) ii) Rejection of Bid &	
iii) Forfeiture of EMD.	
(iii) If detection of default after receipt of PG/SD i) Cancellation of APC	
(DD,BG etc.) . ii) Rejection of Bid &	
iii) Forfeiture of PG/ S	SD.
However on realization	on of PG/ SD amount, EMD, if not already released
shall be returned.	
(iv) If detection of default after issue of PO/WO i) Termination/ Short	Closure of PO/WO and Cancellation of APO
ii) Rejection of Bid &	
iii) Forfeiture of PG/S	SD.
However on realization	on of PG/ SD amount, EMD, if not released shall be
returned.	
Note 3:- However, settle bills for the material received in correct quantity and	I quality if pending items do not affect working or use
of supplied items.	
Note 4:- No further supplies are to be accepted except that required to make	
	for 3 years which implies Barring further dealing with
means viz. Physical / Verbal means to threatens the vendor for procure	ement of Goods & Services including participation in
BSNL Executive / employees and/ or obstruct him future tenders invited	by BSNL for 3 years from date of issue of banning
from functioning in discharge of his duties & order.	
responsibilities for the following :	
a) Obstructing functioning of tender opening	
executives of BSNL in receipt/ opening of tender	
bids from prospective Bidders, suppliers/	
Contractors.	
b) Obstructing/ Threatening other prospective	
bidders i.e. suppliers/ Contractors from entering the	
tender venue and/ or submitting their tender bid	
freely.	
3 Non-receipt of acceptance of APO/ AWO and SD/ Forfeiture of EMD.	
PG by L-1 bidder within time period specified in	
APO/ AWO.	
	/WO.
THE FORMULE TO SUDDIVIBLE OF COMMISSION THE ECONOMIEM TO THE CHIMINATION OF PUR	ase/ work at the risk & cost of defaulting vendor.
and /or execution of the work at all even in extended ii) Under take purcha	es charges if incurred from the DC/SD and
and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	ss charges if incurred from the PG/ SD and
and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO. iii) Under take purchation iii) Recover the excess outstanding bills of the content of the work at all even in extended iii) Under take purchation iii) Recover the excess outstanding bills of the work at all even in extended iii) Under take purchation iii) Recover the excess outstanding bills of the work at all even in extended iii) Under take purchation iii) Recover the excess outstanding bills of the work at all even in extended iii) Under take purchation iii) Recover the excess outstanding bills of the work at all even in extended iii) Under take purchation iii) Recover the excess outstanding bills of the work at all even in extended iii) Under take purchation iii) Recover the excess outstanding bills of the work at all even in extended iii) Recover the excess outstanding bills of the work at all even in extended iii) Recover the excess outstanding bills of the work at all even in extended iii) Recover the excess outstanding bills of the work at all even in extended iii) Recover the excess outstanding bills of the work at all even in extended iii) Recover the excess outstanding bills of the work at all even in extended iii) Recover the excess outstanding bills of the work at all even in extended iii) Recover the excess outstanding bills of the work at all even in extended iii) Recover the excess outstanding bills of the work at all even in extended iii) Recover the excess of the extended iii) Recover the extended iiii) Recover the extended iiii) Recover the extended iiii) Re	e defaulting Vendor.
and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO. iii) Under take purchation iii) Recover the excess outstanding bills of the schedules of Pailure to supply and/ or Commission the equipment ii) Short Closure of Pailure to supply and/ or Commission the equipment iii)	ne defaulting Vendor. PO/ WO to the quantity already received by and/ or
and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO. 4.2 Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in ii) Under take purchaliii) Recover the excessoutstanding bills of the iii) Short Closure of Poundary Commissioned in BSN c	ne defaulting Vendor. PO/ WO to the quantity already received by and/ or NL and/ or in pipeline provided the same is usable
and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO. 4.2 Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ and/or the Vendor program ii Under take purchaliii) Recover the excessoutstanding bills of the commissioned in BSN and/or execution of the Work in full even in and/or the Vendor program in the vendor program	ne defaulting Vendor. PO/ WO to the quantity already received by and/ or NL and/ or in pipeline provided the same is usable comises to make it usable.
and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO. 4.2 Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO. ii) Under take purchaliii) Short Closure of Portion Commissioned in BSN and/or the Vendor profits the vendor profits of the vendor profi	ne defaulting Vendor. PO/ WO to the quantity already received by and/ or NL and/ or in pipeline provided the same is usable
and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO. 4.2 Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO. ii) Under take purcha commissioned in BSN and/or the Vendor pro ii) Under take purcha defaulting vendor.	ne defaulting Vendor. PO/ WO to the quantity already received by and/ or NL and/ or in pipeline provided the same is usable omises to make it usable. ase/ work for balance quantity at the risk & cost of
and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO. 4.2 Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO. ii) Under take purchal iii) Short Closure of Portion Commissioned in BSN and/or the Vendor profit iii) Under take purchal defaulting vendor.	ne defaulting Vendor. PO/ WO to the quantity already received by and/ or NL and/ or in pipeline provided the same is usable omises to make it usable. ase/ work for balance quantity at the risk & cost of ss charges if incurred from the PG/ SD and

5.1	The Vendor does not perform satisfactory in the field in accordance with the specification & scope of work mentioned in the PO/ WO/ Contract.	 i) It will be regulated as per the penalty clause of the tender document ii) Recover the excess penalty charges from the PG/SD & outstanding bills of the defaulting vendors.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and
6	Submission of claims to BSNL against a contract	iii) Withdrawal of TSEC/ IA issued by QA Circle. i) Recovery of over payment from the outstanding dues of Vendor
0	(a) for amount already paid by BSNL.(b) for Quantity in excess of that supplied by Vendor to BSNL.c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without	
<u> </u>	Note 6:- This penalty will be imposed irrespective of t	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	 i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	 b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL. c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). 	iv) Legal action will be initiated by BSNL against the Vendor if required.
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)

SECTION-XVIII

LIST OF MOBILE BTS SITES & INFORMATION REGARDING SOR

SN	Item Description	SoR (in Rupees) per Site per Month
1	BSNL sites with Infra maintenance including rigger activity and DG fuel filling & operation	2800.00
2	NBSNL sites with Infra maintenance including rigger activity and DG fuel filling & operation	2600.00
3	Exchanges Sites with Infra maintenance including DG Fuel filling & Operation	2200.00
4	Non-outsourced sites maintenance	150.00
5	Rigger activities for non-outsourced sites	200.00

SN	SITE NAME	BTS ID	BSNL INFRA SITES/ NBSNL INFRA SITES/ EXCHANGE INFRA SITES/ NON-OUTSOURCES SITES	SoR Per Month (In Rs)	Rigger Charge
1	BALINGA-BS	BLI001	BSNL INFRA SITES	2800	0
2	BALISANKR-BS	BLS001	BSNL INFRA SITES	2800	0
3	BARGAON-BS	BNN001	BSNL INFRA SITES	2800	0
4	BIRAMITRAPUR-BS	BMT002	BSNL INFRA SITES	2800	0
5	BISRA-BS	BRA001	BSNL INFRA SITES	2800	0
6	BONAI GARH-BS	BOA001	BSNL INFRA SITES	2800	0
7	GADPOSH-BS	GPO001	BSNL INFRA SITES	2800	0
8	GOPALPUR (RKL)-BS	GPR001	BSNL INFRA SITES	2800	0
9	GUMUARDIHI-BS	GMD001	BSNL INFRA SITES	2800	0
10	GURUNDIA-BS	GRN001	BSNL INFRA SITES	2800	0
11	BIRKERA-NB	BKR001	BSNL INFRA SITES	2800	0
12	K BALINGA-BS	KBA001	BSNL INFRA SITES	2800	0
13	KALTA-BS	KTA001	BSNL INFRA SITES	2800	0
14	KANSHABAHAL-BS	KNB001	BSNL INFRA SITES	2800	0
15	KARAMDIHI-BS	KMD001	BSNL INFRA SITES	2800	0
16	KOIRA-BS	KOI001	BSNL INFRA SITES	2800	0
17	HEMGIRI-BS	HEM001	BSNL INFRA SITES	2800	0
18	KUMARMUNDA-BS	ROU012	BSNL INFRA SITES	2800	0
19	KUTRA-BS	KTR001	BSNL INFRA SITES	2800	0
20	LATHIKATA-BS	LTH001	BSNL INFRA SITES	2800	0
21	MAHULPALI-BS	MHP001	BSNL INFRA SITES	2800	0
22	PURNAPANI-BS	PNP001	BSNL INFRA SITES	2800	0
23	BARSUAN-BS	BAS001	BSNL INFRA SITES	2800	0
24	SARGIPALI EXCHANGE ZINK NAGAR-BS	ZGR001	BSNL INFRA SITES	2800	0
25	SUBEDGA-BS	SUB001	BSNL INFRA SITES	2800	0
26	DARLIPALI-BS	DRP001	BSNL INFRA SITES	2800	0
27	TENSA-BS	TNS001	BSNL INFRA SITES	2800	0
28	LEFRIPARA-NB	LFR001	BSNL INFRA SITES	2800	0
29	UJALPUR-BS	UJR001	BSNL INFRA SITES	2800	0
30	KALUNGA-BS	ROU003	BSNL INFRA SITES	2800	0
31	SIHIDIA-NB	SHD001	NBSNL INFRA SITES	2600	0

32	RUGUDA-NB	RUGDA1	NBSNL INFRA SITES	2600	0
33	DHUDI-NB	DHUDI1	NBSNL INFRA SITES	2600	0
34	DRBG01_DRBAGA	DRBG01	NBSNL INFRA SITES	2600	0
35	DUDUKA-RKL-NB	DUD001	NBSNL INFRA SITES	2600	0
36	JAMUNA_RKL-NB	JUN001	NBSNL INFRA SITES	2600	0
37	ITMA-NB	ITM001	NBSNL INFRA SITES	2600	0
38	PANCHARA-NB	PCN001	NBSNL INFRA SITES	2600	0
39	BARANGAKOCHAR-NB	BGK001	NBSNL INFRA SITES	2600	0
40	KHANDHARA-NB	KHNDR1	NBSNL INFRA SITES	2600	0
41	LAKSHMIPOSH-USO	LKMP01	NBSNL INFRA SITES	2600	0
42	BIRAMITRAPUR-II-NB	BMT001	NBSNL INFRA SITES	2600	0
43	BIRAMITRAPUR-III-NB	BMT003	NBSNL INFRA SITES	2600	0
44	BHALULATA-NB	BUL001	NBSNL INFRA SITES	2600	0
45	RAIBHOGA-NB	RBA001	NBSNL INFRA SITES	2600	0
46	SALANGBAHAL-NB	SLB001	NBSNL INFRA SITES	2600	0
47	BIRDA-NB	BIRDA1	NBSNL INFRA SITES	2600	0
48	JAREIKELA-BS	JKL001	NBSNL INFRA SITES	2600	0
49	UDSHU-NB	UDSHU1	NBSNL INFRA SITES	2600	0
50	KHUTGAON-BS	KGN001	NBSNL INFRA SITES	2600	0
51	NUAGAON-NB	NAGN01	NBSNL INFRA SITES	2600	0
52	BAGDEGA-NB	BGDG01	NBSNL INFRA SITES	2600	0
53	BADAGOGUA-BS	BGG001	NBSNL INFRA SITES	2600	0
54	RAMABAHAL-NB	RBL001	NBSNL INFRA SITES	2600	0
55	DULUNGA-NB	DLN001	NBSNL INFRA SITES	2600	0
56	DULUNGA-II-NB	DLN002	NBSNL INFRA SITES	2600	0
57	DULUNGA-III-NB	DLN003	NBSNL INFRA SITES	2600	0
58	NTPC, Darlipalli	DRP002	NBSNL INFRA SITES	2600	0
59	DHUMABAHAL-BS	DBL001	NBSNL INFRA SITES	2600	0
60	LATALAGA-NB	LTL001	NBSNL INFRA SITES	2600	0
61	GARH TUMULIA(HEMGIRI)-NB	GRTML1	NBSNL INFRA SITES	2600	0
62	KUTUNIA-NB	KTI001	NBSNL INFRA SITES	2600	0
63	BONAIKELA	BAKL01	NBSNL INFRA SITES	2600	0
64	OCPL	Z2G8SDGRNOCPL01	NBSNL INFRA SITES	2600	0
65	ACB INDIA	ACBK01	NBSNL INFRA SITES	2600	0
66	JULAMBAHAL-NB	JUL001	NBSNL INFRA SITES	2600	0
67	KANIKA-NB	KKA001	NBSNL INFRA SITES	2600	0
68	JARANG LOI-BS	JLI001	NBSNL INFRA SITES	2600	0
69	TAINSAR-USO	TNSR01	NBSNL INFRA SITES	2600	0
70	TADA-NB	TADA01	NBSNL INFRA SITES	2600	0
71	KAMANDA 2	KMDS02	NBSNL INFRA SITES	2600	0
72	LAING-NB	KNB003	NBSNL INFRA SITES	2600	0
73	GHOGHAR-NB	GHOGR1	NBSNL INFRA SITES	2600	0
74	BIHABANDH-NB	BBD001	NBSNL INFRA SITES	2600	0
75	JHARBEDA-NB	JRBD01	NBSNL INFRA SITES	2600	0
76	KAMANDA MINES	KMDS01	NBSNL INFRA SITES	2600	0
77	KOIRA-II-NB	K01002	NBSNL INFRA SITES	2600	0
78	KOIRA THANA-NB	KO1002 KO1003	NBSNL INFRA SITES	2600	0
/0	KOIKA THANA-ND	KUIUU3	INDOINT HALLY SHED	2000	U

79	KOIRA-5-NB	KOI005	NBSNL INFRA SITES	2600	0
80	KUSUMDIHI-NB	KSMDH1	NBSNL INFRA SITES	2600	0
81	NADIDIHI-NB	NDD001	NBSNL INFRA SITES	2600	0
82	OREGHAT MINES-NB	OGM001	NBSNL INFRA SITES	2600	0
83	PATAMUNDA-NB	PTMND1	NBSNL INFRA SITES	2600	0
84	HARIHARPUR-NB	ROU034	NBSNL INFRA SITES	2600	0
85	RAMPAL CHOWK-NB	RLC001	NBSNL INFRA SITES	2600	0
86	KULIPOSH	KLPS01	NBSNL INFRA SITES	2600	0
87	JARDA-RKL-NB	JAD001	NBSNL INFRA SITES	2600	0
88	KHUNTA-BS	KTH001	NBSNL INFRA SITES	2600	0
89	LANJIBERNA-NB	LJB001	NBSNL INFRA SITES	2600	0
90	JINIANI_RAJAMUNDA-NB	JNN001	NBSNL INFRA SITES	2600	0
91	REXON STEEL-NB	REX001	NBSNL INFRA SITES	2600	0
92	MONKO-NB	MKO001	NBSNL INFRA SITES	2600	0
93	PATUADIHI-NB	PTD001	NBSNL INFRA SITES	2600	0
94	SFGH01_SARAFGA	SFGH01	NBSNL INFRA SITES	2600	0
95	MAJHAPARA-NB	MJH001	NBSNL INFRA SITES	2600	0
96	SORDA-NB	SRD001	NBSNL INFRA SITES	2600	0
97	HATIBADI-NB	HTI001	NBSNL INFRA SITES	2600	0
98	MANGASPUR-NB	MGS001	NBSNL INFRA SITES	2600	0
99	MASUNIKANI-NB	MSN001	NBSNL INFRA SITES	2600	0
100	OREGHAT MINES-II	OGM002	NBSNL INFRA SITES	2600	0
101	KADABAHAL-USO	KDBL01	NBSNL INFRA SITES	2600	0
102	JHIRDAPALI-NB	JHP001	NBSNL INFRA SITES	2600	0
103	KURDA-NB	KDA001	NBSNL INFRA SITES	2600	0
104	ROXY-NB	RXY001	NBSNL INFRA SITES	2600	0
105	DARJING-NB	DJN001	NBSNL INFRA SITES	2600	0
106	ULSUREI-NB	ULSRI1	NBSNL INFRA SITES	2600	0
107	ALANDA-NB	ALA001	NBSNL INFRA SITES	2600	0
108	CHANDIPOSH-NB	CNDPS1	NBSNL INFRA SITES	2600	0
109	JMH001_JAMUDIHI	JMH001	NBSNL INFRA SITES	2600	0
110	ALAPAKA	Z2G8SDGRUALPK01	NBSNL INFRA SITES	2600	0
111	BIJADIHI-NB	BIJDH1	NBSNL INFRA SITES	2600	0
112	TIKAYATPALI-NB	TIKPL1	NBSNL INFRA SITES	2600	0
113	KHAIRKERA-NB	KHRKR1	NBSNL INFRA SITES	2600	0
114	TUMULIA-NB	TUMUL1	NBSNL INFRA SITES	2600	0
115	KANTABAHAL-NB	KNTBL1	NBSNL INFRA SITES	2600	0
116	KIRALAGA-NB	KIL001	NBSNL INFRA SITES	2600	0
117	JAISER-NB	JSER01	NBSNL INFRA SITES	2600	0
118	SANPATRAPALLI-BS	SNP001	NBSNL INFRA SITES	2600	0
119	BIJILIKHAMAN	BKMN01	NBSNL INFRA SITES	2600	0
120	KIREI-NB	KRE001	NBSNL INFRA SITES	2600	0
121	KINJIRIMA-USO	KJM001	NBSNL INFRA SITES	2600	0
122	JINDAL-TENSA-NB	TNS002	NBSNL INFRA SITES	2600	0
123	TENSA-III-NB	TNS003	NBSNL INFRA SITES	2600	0
124	KASADA-NB	KSDA01	NBSNL INFRA SITES	2600	0
125	SANANUAGAON-NB	KNB002	NBSNL INFRA SITES	2600	0

126	LAHUNIPADA-NB	LPR001	NBSNL INFRA SITES	2600	0
127	BY PASS ROAD-NB	RJG002	NBSNL INFRA SITES	2600	0
128	LUHIRIDIPA	SDG015	NBSNL INFRA SITES	2600	0
129	KHANDADHAR OFFICE		NBSNL INFRA SITES	2600	0
130	RAJABATI RKL-NB	BOA003	NBSNL INFRA SITES	2600	0
131	KANTAJODI-NB	BOA004	NBSNL INFRA SITES	2600	0
132	BASANTI COLONY-BS	ROU033	NON-OUTSOURCED SITES	150	200
133	RAJAMUNDA-BS	RJM001	NON-OUTSOURCED SITES	150	200
134	KINJRIKELA-IP-ATC	KJE001	NON-OUTSOURCED SITES	150	200
135	SSSY RSP-NB	ROU082	NON-OUTSOURCED SITES	150	200
136	NSPCL-RSP	ROU048	NON-OUTSOURCED SITES	150	200
137	BANDHAMUNDA-BS	ROU026	NON-OUTSOURCED SITES	150	200
138	SAHASKAILA-IP-GTL	BAS002	NON-OUTSOURCED SITES	150	200
139	BASANTY COLONY-3-IP-BIL	ROU073	NON-OUTSOURCED SITES	150	200
140	KENDRIKELA(BONAI BYPASS)-IP-ATC	KNDKL1	NON-OUTSOURCED SITES	150	200
141	DOREIKELA-IP-ATC	DRKLA1	NON-OUTSOURCED SITES	150	200
142	JAKEIKELA-BIL	JKLA01	NON-OUTSOURCED SITES	150	200
143	CHHEND COLONY-NB	ROU037	NON-OUTSOURCED SITES	150	200
144	CHHEND PH-III-NB	ROU058	NON-OUTSOURCED SITES	150	200
145	KUMARAMUNDA-II-IP-BIL	ROU069	NON-OUTSOURCED SITES	150	200
146	PANPOSH BASTI-NB	ROU015	NON-OUTSOURCED SITES	150	200
147	CHEND PHASE-I-NB	ROU028	NON-OUTSOURCED SITES	150	200
148	D-2 CIVIL TOWN-IP-ATC	ROU047	NON-OUTSOURCED SITES	150	200
149	CIVIL TOWNSHIP-NB	ROU007	NON-OUTSOURCED SITES	150	200
150	RAIDIHI-IP-ATC	RADIH1	NON-OUTSOURCED SITES	150	200
151	RDA MKT BUILDING-NB	ROU017	NON-OUTSOURCED SITES	150	200
152	SP2 RSP-NB	ROU077	NON-OUTSOURCED SITES	150	200
153	OSAP-RKL-NB	ROU079	NON-OUTSOURCED SITES	150	200
154	PLATE MILL-NB	ROU066	NON-OUTSOURCED SITES	150	200
155	DSB ROURKELA-BS	ROU004	NON-OUTSOURCED SITES	150	200
156	MEHER HOSPITAL-NB	ROU006	NON-OUTSOURCED SITES	150	200
157	OLD STN ROAD-NB	ROU008	NON-OUTSOURCED SITES	150	200
158	BISRA ROAD-NB	ROU016	NON-OUTSOURCED SITES	150	200
159	INDUSTRIAL AREA-NB	ROU019	NON-OUTSOURCED SITES	150	200
160	POWER HOUSE ROAD-NB	ROU031	NON-OUTSOURCED SITES	150	200
161	MODERN ENGINEERING RKL-NB	ROU040	NON-OUTSOURCED SITES	150	200
162	CHHEND-BS	ROU001	NON-OUTSOURCED SITES	150	200
163	EMD BLDG RSP-NB	ROU065	NON-OUTSOURCED SITES	150	200
164	IDL GUEST HOUSE-NB	ROU009	NON-OUTSOURCED SITES	150	200
165	JALDA-NB	ROU027	NON-OUTSOURCED SITES	150	200
166	JALDA C BLOCK-NB	ROU055	NON-OUTSOURCED SITES	150	200
167	BALIJODI-NB	ROU051	NON-OUTSOURCED SITES	150	200
168	KOKERAMA-IP-BIL	KOKRM1	NON-OUTSOURCED SITES	150	200
169	JAGDA EXCHANGE-BS	ROU002	NON-OUTSOURCED SITES	150	200
170	IDL-II-NB	ROU050	NON-OUTSOURCED SITES	150	200
171	TARAPUR GATE-NB	ROU076	NON-OUTSOURCED SITES	150	200
172	DEOGAON-RKL-NB	ROU062	NON-OUTSOURCED SITES	150	200

173	ADARSH COLONY(NIT)-IP-ATC	ROU035	NON-OUTSOURCED SITES	150	200
174	ROU059_JAGADA	ROU059	NON-OUTSOURCED SITES	150	200
175	KOEL NAGAR-NB	ROU011	NON-OUTSOURCED SITES	150	200
176	SEC-05 RKL-NB	Z2G5SDGUNROU013	NON-OUTSOURCED SITES	150	200
177	NIT-1 RKL-NB	ROU020	NON-OUTSOURCED SITES	150	200
178	NIT-2 RKL-NB	ROU021	NON-OUTSOURCED SITES	150	200
179	JHIRPANI-NB	ROU029	NON-OUTSOURCED SITES	150	200
180	KOEL NAGAR-B-NB	ROU036	NON-OUTSOURCED SITES	150	200
181	SEC-02 RKL-NB	ROU038	NON-OUTSOURCED SITES	150	200
182	SEC-04 RKL-NB	ROU044	NON-OUTSOURCED SITES	150	200
183	SEC-01-RKL-NB	ROU054	NON-OUTSOURCED SITES	150	200
184	SARSARA-IP-GTL	SAR001	NON-OUTSOURCED SITES	150	200
185	SAGJORE-IP-GTL	SJR001	NON-OUTSOURCED SITES	150	200
186	BELDIHI-IP-BIL	ROU068	NON-OUTSOURCED SITES	150	200
187	VEDVYAS CHOCK-NB	ROU023	NON-OUTSOURCED SITES	150	200
188	KALUNGA-II-NB	ROU063	NON-OUTSOURCED SITES	150	200
189	MAYFAIR-IP-BIL	ROU072	NON-OUTSOURCED SITES	150	200
190	GOPNA-IP-BIL	GOPNA1	NON-OUTSOURCED SITES	150	200
191	LATHIKATA-2-BIL	LTH002	NON-OUTSOURCED SITES	150	200
192	RKL STEEL PLANT-NB	ROU030	NON-OUTSOURCED SITES	150	200
193	ITI CHOWK-NB	ROU039	NON-OUTSOURCED SITES	150	200
194	VEDAVYASH-II-IP-BIL	ROU070	NON-OUTSOURCED SITES	150	200
195	GANGTOLA-IP-BIL	GNGTL1	NON-OUTSOURCED SITES	150	200
196	PANPOSH-BS	ROU010	NON-OUTSOURCED SITES	150	200
197	OISL JAMPALLI-IP-BIL	OCL001	NON-OUTSOURCED SITES	150	200
198	REWANI CHHAK-NB	RJG001	NON-OUTSOURCED SITES	150	200
199	STATION PADA-NB	RJG003	NON-OUTSOURCED SITES	150	200
200	TOP-III-NB	ROU067	NON-OUTSOURCED SITES	150	200
201	RAJGANGPUR-BS	RJG004	NON-OUTSOURCED SITES	150	200
202	TALSARA-IP-ATC	TAL001	NON-OUTSOURCED SITES	150	200
203	SAIL RSP MECON BLDG RSP-BS	ROU064	NON-OUTSOURCED SITES	150	200
204	SUNDARGARH-9-IP-BIL	SDG009	NON-OUTSOURCED SITES	150	200
205	KHAMARIPADA-IP-BIL	SDG011	NON-OUTSOURCED SITES	150	200
206	BIRBIRA-IP-TV	BRBRA1	NON-OUTSOURCED SITES	150	200
207	GOVT COLLEGE ROAD-NB	SDG002	NON-OUTSOURCED SITES	150	200
208	PATRAPARA-NB	SDG003	NON-OUTSOURCED SITES	150	200
209	SANKARA-NB	SDG004	NON-OUTSOURCED SITES	150	200
210	MISSION HOSPITAL ROAD-NB	SDG005	NON-OUTSOURCED SITES	150	200
211	SUNARIPADA-NB	SDG007	NON-OUTSOURCED SITES	150	200
212	MOHANTIPADA-NB	SDG012	NON-OUTSOURCED SITES	150	200
213	COLLECTORATATE	SDG013	NON-OUTSOURCED SITES	150	200
214	MISION CHOWK	SDG014	NON-OUTSOURCED SITES	150	200
215	SEC-6 RKL-BS	ROU005	NON-OUTSOURCED SITES	150	200
216	SURUDA-IP-BIL	SURDA1	NON-OUTSOURCED SITES	150	200
217	SUNDERGARH-BS	SDG001	NON-OUTSOURCED SITES	150	200
218	RKL SECTOR-9-IP-VIOM	ROU056	NON-OUTSOURCED SITES	150	200
219	SECTOR 7 ROURKELA	Z2G5SDGUNROU014	NON-OUTSOURCED SITES	150	200

220	SEC-06 PNT RKL-NB	Z2G8SDGUNROU022	NON-OUTSOURCED SITES	150	200
221	SEC-15 RKL-NB	ROU024	NON-OUTSOURCED SITES	150	200
222	SEC-18 RKL-NB	ROU025	NON-OUTSOURCED SITES	150	200
223	SEC-17 RKL-NB	Z2G5SDGUNROU042	NON-OUTSOURCED SITES	150	200
224	SEC-19 RKL-NB	Z2G8SDGUNROU043	NON-OUTSOURCED SITES	150	200
225	KISHAN BASTI-NB	ROU052	NON-OUTSOURCED SITES	150	200
226	SEC-03 RKL-NB	Z2G5SDGUNROU060	NON-OUTSOURCED SITES	150	200
227	SEC-14 RKL-NB	ROU081	NON-OUTSOURCED SITES	150	200
228	SEC-07 RKL-NB	ROU014	NON-OUTSOURCED SITES	150	200
229	SEC-08 RKL-NB	ROU041	NON-OUTSOURCED SITES	150	200
230	TELEPHONE KENDRA-UDIT NAGAR-BS	ROU032	NON-OUTSOURCED SITES	150	200
231	HOCKEY STADIUM-1	ROU087	NON-OUTSOURCED SITES	150	200
232	HOCKEY STADIUM-2	ROU088	NON-OUTSOURCED SITES	150	200
233	TAPARIA-IP-BIL	TPRIA1	NON-OUTSOURCED SITES	150	200
234	NEW HOT STRIP MILL-RSP	ROU080	NON-OUTSOURCED SITES	150	200