



Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)
General Manager, BSNL
BERHAMPUR, BUSINESS AREA

TENDER DOCUMENT

**NIT No: - OD-BER-23/11(11)/28/2022/OUTSOURCING OF
BTS&EXCHANGE DATED/ 07.03.2023**

**E-TENDER FOR OUTSOURCING OF MOBILE BTS & TELEPHONE
EXCHANGES OPERATION & MAINTENANCE IN BERHAMPUR BA,
BSNL**

Download of e-Tender: -	Onward 18:00 Hrs of	07/03/2023
Submission of e-Tender: -	Up to 13:30 Hrs of	28/03/2023
Date/Time of e-Tender Opening: -	14:30 Hrs of	29/03/2023

No. of zones: 2 (TWO)

PLEASE VISIT THE FOLLOWING WEBSITES FOR DETAILS

www.odisha.bsnl.co.in/tenders
<https://etenders.gov.in/eprocure/app>



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Bharat Sanchar Nigam Ltd.

(A Govt. of India Enterprise)

Office of the General Manager, Berhampur BA-760001

No. OD-BER/1/2022-PLG

DTD 07.03.2023

SECTION-I

NOTICE INVITING E-TENDER

Digitally sealed online tenders on rupee payment basis are invited by GMTD, BERHAMPUR BA in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid] for and on behalf of GM, BSNL, Berhampur BA from the experienced contractors, for the following works:

1.1 Name of work: Outsourcing of Mobile BTS & Telephone Exchanges Operation & Maintenance in Berhampur BA, BSNL.

1.2 Scope and Jurisdiction of Work: Berhampur SSA and Phulbani SSA of Berhampur BA

1.3 Schedule of Quantities And Estimation Of Cost of Works Put To Tender:

Sl. No	Zone No	Zone Area details	Estimated cost of works for 2 years (in Lakh Rs.)	Price of Bid Document (in Rs.)	EMD @2% of Est cost (in Lakh Rs.)	PSD 3% of Estimated cost (in Lakh Rs.)
1	Zone-1	Berhampur	128.75	2360	2.58	3.86
2	Zone-2	Phulbani	72.11	1180	1.44	2.16

Note:-

- Each Zone will be treated as separate tender.
- The estimated cost of work for each zone is tentative only. The work order for each zone will be issued by site in-charge after due approval from the competent authority.
- The bidders can participate in maximum of ONE number of ZONE of this tender. If any bidder participated in more than ONE zones, The tendering authority reserves right to reject all the bids of concerned bidder or consider one of zones in ascending order of zone no.**
- Bidders who have been rescinded /debarred by Tendering authority/Higher BSNL Unit as the case may be including reasons for failing to sign necessary agreement with the concerned Tendering authority in stipulated time on earlier occasions, will not be eligible to participate in the tender for the same work.
- The quantity/no. of sites is tentatively taken to calculate the estimated cost in the tender document. The 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 and this may vary the actual amount of work cost in proportionate.

2. TABLE-I: NIT Details:-

01	Cost of Tender Paper	Please refer above for Cost of Tender Paper (Non-refundable) for each zone . The cost of tender paper should be submitted in shape of Account payee Demand Draft/Banker's Cheque /NEFT/RTGS drawn after the date of publication of NIT on any Nationalized/Scheduled Bank in favour of "Accounts Officer (Cash), BSNL, O/o GM, BSNL, Berhampur" payable at "Berhampur". The scanned copy of the above DD/BC towards cost of tender document should be uploaded in E-tendering portal https://etenders.gov.in/eprocure/app . The original DD/BC should be dropped in the tender box as described in the tender document.
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02	EMD/BID security	<p>The bidder shall furnish the EMD/Bid security in one of the following ways:-</p> <p>(a) Earnest Money Deposit in shape of Account payee Demand Draft/Bankers Cheque /NEFT/RTGS of the respective amount of the zone(s) as mentioned above on any Indian Nationalized / Scheduled Bank in favour of “Accounts Officer (Cash), BSNL, O/o GM, BSNL Berhampur” payable at “Berhampur”. The scanned copy of the above DD/BC towards EMD should be uploaded in https://etenders.gov.in/e procure/app.</p> <p>(b) The original DD/BC should be dropped in the tender box as described in the tender document.</p> <p style="text-align: center;">OR</p> <p>(c) Bank Guarantee for the respective amount of the zone(s) as mentioned above issued by any Indian Nationalized/Scheduled Bank in favour of “Accounts Officer (Cash), BSNL, O/o GM, Berhampur” valid for minimum 180 days from the tender opening date. {Please refer Section-XI for proforma of Bid Security Bond(BG)}. The scanned copy of the above Bank Guarantee towards EMD/Bid Security should be uploaded in https://etenders.gov.in/e procure/app. The original Bank Guarantee should be dropped in the tender box as described in the tender document.</p>	
03	Availability of Tender Document	<p>Tender document can be down loaded from the website: www.odisha.bsnl.co.in or https://etenders.gov.in/e procure/app. Further the Tender document for participating in E-tender shall be available for downloading from https://etenders.gov.in/e procure/app following the link for Tenders through E-Tender by BSNL and to be submitted in the e-format from 07.03.2023 at 18:00 Hrs to 28.03.2023 at 13:30 Hrs As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.</p>	
04	Bank Account Particulars	Name of the Bank and Branch	Union Bank of India, Berhampur.
		Accounts Name	A.O.(Cash), BSNL, O/o GMTD BSNL Berhampur
		Account Number & Type	385801010170144&Current Account
		IFSC Code	UBIN0538582
		Address of the Bank	UNION BANK OF INDIA, BadaBazar,Berhampur
		MICR Code	760026002
		Mail Id :	gmtdbf07@rediffmail.com
		Contact No	0680-2229133
		Name of the Bank and Branch	UNION BANK OF INDIA, Bada Bazar, Berhampur
04	Pre-BID Meeting	Scheduled on:-15/03/2023 at 16:00 Hrs	
05	Amendment of bid document	Upto 23:59 Hrs of 21/03/2023 however in exigency situation it may be done at any time prior to closing date & time of tender submission.	
07	Time and date of E-submission of tender	Up to 13:30 Hrs of 28/03/2023	
08	Time & Date of E-opening of Tender (Technical Bid Only)	<p><u>14:30 Hrs of 29/03/2023</u></p> <p>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.</p>	
09	Eligibility Criteria	<u>As per clause 3 of Section -I</u>	

3. Eligibility Criteria:

(i) For participating in the tender, the bidder should meet the following eligibility criteria:

a) The bidder should be an Individual Contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given).

b) Experience Certificate of successfully completed the followings works:-
Operation, Up-keeping and Maintenance of Mobile BTS/Telecom Exchange and its infrastructure in BSNL/MTNL/ITI/TCIL/Central Govt. /Central PSU / other Govt.(Central/State) undertaking or Telecom Licensee such as Telecom Service Provider in last **financial years 2019-20, 2020-21, 2021-22 and current FY 2022-23 (up to 28.02.2023) and** have received the payment for such completed works to the extent value equal to or more than **35% of the estimated cost of respective zone(s)**

c) Bidders will be required to support claims of their above required experience as per the prescribed pro forma at Section XVI or similar pro forma having all required information as in SECTION-XVI, through certificates issued by JAG rank officer or equivalent and above in case of PSU and State and central Govt. or with signature of Circle Head, in case of private Telecom Service Provider.

c. Turn Over certificate of bidder from a registered Chartered Accountant firm for the **three Audited Financial Years out of FY 2019-20, 2020-21 and 2021-22** for a cumulative sum Turnover of at least **105% of the estimated cost of respective zone(s)** only.

d. Solvency certificate (of ₹5lakhs for works costing up to ₹20lakhs and of ₹10lakhs for works costing > ₹20lakhs) from the scheduled / nationalized banker of the bidder. The solvency certificate shall not be older than from the date of issue of NIT

e. The bidder should qualify the both criteria b,d&e as above.

ZONE NO	ZONE NAME	Minimum value of work experience in Lakhs (please refer sl.no. 3(i)(b) above)	Minimum value of Turn Over in Lakhs(please refer sl.no. 3(i)(c) above)	Solvency certificate as per clause-3(i)d in Lakhs
Zone-I	Berhampur	45.06	135.19	10
Zone-II	Phulbani	25.24	75.72	10

(ii) Other documents required for eligibility of NIT.

S/L No	Document required for fulfilling eligibility of bidder
1	The bidder should be an Individual Contractor/Proprietorship Firm/Partnership Firm/Company under Indian Company Act 1956. (Necessary proof should be given).
2	Cost of tender paper as per requirement.
3	EMD/Bid Security as per requirement.
4	The bidder should have Valid PAN No. and copy of latest IT return is to be attached.
5	Valid EPF registration certificate with proof of up to date payment
6	Valid ESI registration certificate with proof of up to date payment
7	Contractor should have the valid GSTIN registration certificate. In case of multiple GST numbers, all the numbers to be provided as Annexure.
8	The bidder whose near relative(s) is/are employed in BSNL, is not eligible to participate in the tender, as per limitations mentioned in SECTION-XIV.
9	Valid Labour License or an undertaking to submit the labour license to carry out "Up-keeping & maintenance of Mobile BTS sites" within three weeks of signing the agreement.
10	A self- declaration along with the evidence that the bidder is not black listed by GST/BSNL authorities and MTNL/TCIL/ITI/RITES/HCL/PGCIL/RailTel/BBNL/ any other Govt.(Central/State) undertaking or Telecom Licensee such as Telecom Service Provider as the case may be.

11	Copy of audited turnover certificate, experience certificate and Solvency certificate as per eligibility clauses.3 (i)(b),(c) and (d) of section-I of this tender.
12	In case of MSE (Micro & Small Enterprise) bidder, valid MSE/NSIC/Udyam Registration number, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted. No DD/BG will be accepted in person or after the expiry of due date and time under any circumstances.
13	The bidder shall furnish a declaration vide Section-XIX 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).

Rejection of tender:

(iii) Incomplete, ambiguous and Conditional rate, unsealed, late receipt tender will be rejected. The GM, BSNL, Berhampur BA, Berhampur reserves the right to accept or reject any or all tender bids without assigning any reason thereof. The GM, BSNL, Berhampur BA, Berhampur 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> .
- ii) In case, supplier gets black-listed during the tenure of BSNL contract, then BSNL has the right to recover the Input Credit Loss suffered by it due to any default by the vendor.
- iii) There is a separate bid form for each section/Zone/Package in the tender documents, which should be filled if the bidder wishes to participate in that section/zone/Package (if applicable). The evaluation of the tender as well as allotment of the work will be done section/zone/Package wise.
- iv) 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 GM, BSNL Berhampur-760001 before due time.**
- v) 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.
- vi) 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.
- vii) 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.
- viii) 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 Room Conference hall, GM ,BSNL, Berhampur where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE).
- ix) In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be rejected summarily.

iv) 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 clause 10 of SECTION-II of this document for details of documents to be scanned and uploaded in the [Https://eprocure.gov.in](https://eprocure.gov.in)'s e-tender portal for BSNL.
- d) The tender documents shall be issued free of cost to **MSE bidders** on production of requisite proof in respect of valid certification from MSME for the tendered item.
- e) Procurement under this tender would be in accordance with 'Public procurement (Preference to Make in India) Order 2017' notified by Government of India & its subsequent amendments, guidelines etc. for Preference to Make in India products.

AGM (Plg & Admn)
O/o GM, BSNL Berhampur BA

******* END OF SECTION-I*******

SECTION-II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), GM, Berhampur.
- (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 a 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. (c) **Partnership Firm**: The bidder should submit a certificate of registration for the firm registered under Indian partnership Act'1932 and its 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) For other conditions of eligibility please refer to clause 3 of section-I.

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:

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) Financial Bid
- g) Price schedule.
- h) Special conditions of contact
- i) Undertaking and declaration.
- j) Performance Security Bond Form.
- k) Letter of authorization to attend Bid opening.
- l) Undertaking in respect of non-working of relatives in BSNL.
- m) Information about bidders.
- n) Declaration regarding Blacklisting
- o) Declaration regarding non tampering of tender document
- p) Guidelines action against vendor for default action.

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 7(seven) 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.**

Pre-Bid Meeting: Scheduled **on 15th march 2023** at 16:00 Hrs in Conference Hall, O/o The GM, Berhampur BA. (The bidders' are requested to confirm the exact date before one day)

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:

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/Berhampur> 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.

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.

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 Single Stage Bidding and two stage Opening 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-VIII) 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-IX) in accordance with Clause-9 and as per schedule of rate Section-V.

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-V respectively.

9. BID PRICES:

The bidder shall quote the % rate at par/above/below of the schedule of rate given in the financial bid in SECTION-IX. The schedule of rate is including all charges but excluding GST. GST, if any, shall be paid as applicable.

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

In case of any discrepancies of quoting rate in figures and words, the rate quoted in words will be considered.

Any erasures/corrections of price bid should be initialed by the bidder with date.

10. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY & QUALIFICATION:

(Check List):

The bidder shall submit the following documents online on the e-tender portal (along with the Qualifying Bid) for establishing the bidder’s eligibility which are mandatory:

Documents required to be submitted for Bidders Eligibility and Qualifications (Notarized /Attested from Gazette officer/ with Self-Attested)					
Sl.No	Contents of <u>first Online Envelope</u> i.e. Techno Commercial Envelope (Qualifying Bid)	Yes /No	Reg.Number& Issued by(if applicable)	Valid Upto (If Applicable)	Page no.
1	Scanned copy of the duly filled and signed Bid Form, Section-II of the tender document				
2	Scanned copy of the duly filled and signed Bidder’s Profile, Section-III of the tender document.				
3	Scanned Copy of receipt/Demand Draft/Bankers Cheque/BG proof for online payment of requisite value towards the price of tender document as per NIT.				
4	Scanned Copy of receipt/Demand Draft/Bankers Cheque/BG proof for online payment of requisite value				

	for the Bid Security/EMD as per NIT.				
5	Scanned copy of MSE/NSIC/ Udyam Registration certificate in case bidder is an MSE bidder, as applicable.				
6	Copy of audited turnover certificate of last three financial years 2019-20,2020-21&2021-22				
7	Scanned copy of the Experience Certificate(s) as per clause 3(i) b& c				
8	Solvency certificate (of ₹5lakhs for works costing up to ₹20lakhs and of ₹10lakhs for works costing > ₹20lakhs) from the scheduled / nationalized banker of the bidder. The solvency certificate shall not be older than from the date of issue of NIT				
9	Copy of PAN card and copy of latest IT return.				
10	Copy of the valid EPF Registration Certificate.				
11	Copy of the valid ESI Registration Certificate.				
12	Copy of the valid GSTIN registration certificate..				
	Copy of valid Labour License or an undertaking to submit the labour license to carry out “Up-keeping & maintenance of Mobile BTS sites” within three weeks of signing the agreement.				
13	Copy of registration of the company/firm/ proprietorship with the competent office and (a) Duly executed Affidavit, stating that bidder is the sole proprietor of the firm in case of proprietor. (b)Copy of partnership deed in cases of partnership firm. (c)Copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.				
14	Scanned copy of Registered Power of Attorney/Resolution of Board of Directors, authorizing individual(s)including the person with whose DSC the tender is submitted on e-tendering portal (if and as applicable)				
15	Signed tender document on each and every page without any alternation/ digitally uploaded in PDF format with digital signature of the authorized signatory on the document without any alternation(SECTION-XIX)				
16	Declaration on clause by clause compliance as in Section-XVIII				
17	Copy of No Near relative certificate(s) as per Section-XIV of this NIT.				
18	Declaration/undertaking regarding the firm/bidder is not black listed as per in Section-XVII of NIT.				
19	Original "Power of Attorney" in case person other than The BIDDER has signed the tender documents. (OnRs.100/-Stamp paper and notarized)				
Contents of Second Online envelope i.e. Financial Envelope					
Schedule for Quoting the Rates(i.e. Section IX for the Zone participated)					

Note:-

- i) 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.
- vi) 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-XVII of tender document.
- vii) The bidder should submit Bid form duly filled as per Section-VIII of tender document.
- viii) The bidder should submit Undertaking & declaration duly filled as per section-X of tender document.
- ix) The bidder should submit Clause by clause compliance duly filled as per section-XVIII of tender document.
- x) The bidder should submit Declaration for Downloading & Non - tampering of tender document duly filled as per section-XIX of tender document.
- xi) The bidder should submit Tender document signed by the bidder on all pages with seal.
- xii) 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 missing or in appropriate, 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 for each zone separately 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.

11. EMD/BID SECURITY:

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 Berhampur in favour of "**Accounts Officer (Cash), BSNL, O/o GM, BSNL Berhampur**" 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 favor of “Accounts Officer (Cash), BSNL, O/o GM, Berhampur” valid for minimum 180 days from the tender opening date. {Please refer Section-XIII for pro forma 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) No interest shall be allowed on the EMD/BID Security to the Bidder.

Note: - a) The bidder shall mean individual company/ firm or the front bidder and its Technology/ consortium partner, as applicable.

b) 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.

c) **BID NOT SECURED IN ACCORDANCE WITH PARA 11.1(i) SHALL BE TREATED AS NON- RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**

11.2 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.

11.3 Exemption for EMD:

In case of Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSE , in order to avail the benefits (exemption from tender fee and EMD) available to MSMEs as contained in Public procurement Policy for MSEs, URN certificate should broadly cover the Equipment/services offered in Tender.

Exemption in Cost of Tender Document and EMD under MSME & NSIC is permitted, if the registration of MSME certificate is done for telecom service activities, showing validity period, monetary limit with other eligibility condition as per MSME provision, only Udyoga Adhar registration will not be considered for availing any exemption.

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee & EMD. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the tender items.

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.

11.4 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. 11.4 (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:

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.

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 state(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.

e. Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

ii) FORMAT AND SIGNING OF BID:

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

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

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

D. SUBMISSION OF BIDS:

14) SEALING AND MARKING OF BIDS:

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 the last day of e- bid uploading 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 tendering portal.

• 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 GM, BSNL, Berhampur-753012. **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 GM, BSNL Berhampur -760001” 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.

- 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.

The **Venue of E- bid Opening** will be: **AGM(PLG), ROOM NO – 310, O/o GM, BSNL Berhampur BA, Berhampur** If due to administrative reason, the venue of e-bid opening is changed to be published e-portal.

(a) Bids must be E-QUOTED before the locking time of the bid.

(b) If any one of the document required to be submitted in envelope-A is found to be missing and inappropriate, the concerned bid shall be rejected at the opening stage itself without seeking any clarification.

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. One Bidder can submit only one offer for a zone as only one user id will be allotted to him. A bidder is allowed to participate maximum in any one by submitting tender paper cost and EMDs of respective zone(s).

(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 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 Clauses of the bids shall be complied and price bid quoted well before the Locking time of the bid. Scanned documents wherever necessary are to be pasted in the appropriate places of the document.

16. LATE BIDS:

No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

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 e-tendering)
2. No bid shall be modified subsequent to the deadline for submission of bids .

E. BID OPENING AND EVALUATION:

18. OPENING OF BIDS BY TENDERING AUTHORITY

i. The bids will be opened in two stages. 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 XII). 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.

vii.

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 **O/o AGM(Planning & Admn), Room 310, Telephone Bhawan, Berhampur-760001**, where BSNL's Tender Opening Officers would be conducting through online e-Tender.

20. PRELIMINARY EVALUATION:

i. 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.

ii. 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.

iii. 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.

iv. 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.

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

21. 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) The L1 bidder will be decided zone wise. The bidder in a zone will be declared L1, whose total composite price of financial bid of that zone will be lowest.

d) In case of more than one bidder at the same lowest rates (L1), the bidder who has got more experience

shall be preferred over others

e) If there is no bidder in a zone, the same may be allotted to successful bidders of other zones as per discretion of tendering authority temporarily till finalization of fresh tender for that zone.

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. PLACEMENT OF ORDER:-

23.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable as per clause 21 and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

23.2 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

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 venders, 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 venders 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 there of, 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 and proportionate increase in estimated cost.

(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. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL 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 **3 years** in conformity with **Section XI** provided with the bid documents.

28. SIGNING OF CONTRACT:

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

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 Berhampur will have the jurisdiction to entertain any dispute or claim arising out of this tender till issue of Work order.

31 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.

- i. 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 IX: Price schedule- Prices are not filled in as prescribed in price schedule.
 - v) 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.
- a) 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.
 - b) 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-XX.

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).

The format of the certificate to be given is as per **Section- XIV**.

*******END OF SECTION-II*******

SECTION-III
GENERAL 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 WORK” 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 in-charge 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. PGM / Principal General Manager
IV. DGM) / Dy. General Manager
V. CAO / Chief Accounts Officer
VI. AGM (Planning) / Asst. General Manager(Planning)
VII. SDE / Sub-Divisional Engineer
VIII. AO / Accounts Officer
IX. 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 with proportional increase in estimated cost 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

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Signature of The Bidder

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

The contractor will be represented by an experienced skilled technical person and will be designated as ZONAL Manager for each zone of tender. He should have at least diploma/ graduate qualification and have minimum 5 years of experience in maintenance telecom and related industry/firm/psu/ISP/TSP .

The contractor will provide rigger cum technician for every cluster and site supporting staff (ref- section VI) for operation and maintenance of all sites outsourced as per instruction from site in charge.

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 GM, Berhampur may, at his absolute discretion can make a change in any part of the work provided for the Contract.

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 re-advisable.

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

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 3 Years of signing agreement or after satisfactory guarantee period of **six months** from the date of last satisfactory completion of the work and final acceptance by the BSNL whichever is later 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 the 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 GST 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. GST 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 otherwise 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 notwithstanding 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 or 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 GM 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 there under 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 sub-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 /EXCHANGE EQUIPMENT MAINTENANCE (BSNL/ NON- BSNL/ EXCHANGE/IP BTS SITES):-

S.N.	Activity Type	Activity	Timelines for attending/rectification	Penalties (per site)	Severity level
A	Complete outage	<ul style="list-style-type: none"> • Satisfactory support in Site upkeep and prompt action for rectification of alarms/faults in site • Replacement of faulty Exchange/BTS/Mini-Link cards /Rigger activity/ PP modules / Cables in case of complete outage. 	< 2 hrs	No Penalty	Critical
			>2 to 4< hrs	Rs 30/hr	
			>4 to 8< hrs	Rs 50/hr	
			>8 to 12< hrs	Rs 100/hr	
			>12 hrs	Rs 200/hr	
B	Partial outage	<ul style="list-style-type: none"> • Satisfactory support in Site upkeep and prompt action for rectification of alarms/faults in site • Replacement of faulty Exhnage/BTS /Mini-Link cards / Rigger activity/PP modules / Cables in case of partial outage. (sector down due to VSWR) 	<12 hrs	No Penalty	Major
			>12 to 24< hrs	Rs 20/hr	
			>24 hrs	Rs 30/hr	
C	QoS	Attending/rectification the fault related to (rigger activity,VSWR,Tilt,Orientation, Antenna height adjustment, swapping etc.)	<24 hrs	No penalty	Major
			>24 to 48< hrs	Rs 10/hr	
			>48 hrs	Rs 30/hr	
D	Alarm	Exchange/BTS/PP/INFRA related ALARM EXTENSION upto OMCR, ensure working of alarms	one month of docket booking	No Penalty	Major
			more than one month	Rs 50/day	
		Attending/rectification the fault related to BTS/PP/INFRA related Alarm	<24 hrs	No Penalty	
			>24 to 48< hrs	Rs 10/hr	
			> 48 hrs	Rs 30/hr	
		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	
			>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 of EMF Radiation for Mobile sites.	7 days of docket booking	No Penalty	
			>7 day	Rs 50/day	
		Ordered Diesel filling	1 day of intimation	No Penalty	
			>1 day	Rs 100/day	
F	DG Operation	Starting of DG set as required/ power failure	<3 hrs	No penalty	Critical
			>3 hrs	Rs. 100/hr	
		filling of Diesel at the site/exchange resulting in site/exchange being fully / partially down	<3 hrs	No penalty	
			>3 to 6< hrs	Rs 50/hr	
			>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
			H	FLM	First line maintenance/ reporting
>3 hrs	Rs. 20/Hr				
Any other single instance of non-completion of ordered activity & single instance of performance deviation as per tender, unless defined in the above penalties	>1 day delay	Rs. 30/day			
	I	Transport			Non provision of vehicle for transportation as per recommended OEM/ guidelines of BSNL for executing works as per Section-IV
General: Performance deviation due to BSNL reasons will be exempted from Penalties					
1	Missing/damage/theft of the card/unit after taking custody of the same from BSNL till deployment in BTS / Equipment will be vendor's responsibility and the actual cost of the card will be recovered from the bill.				
2 (i)	Penalties attributable to the bidder will be capped to 20% of the total contracted value for the services of the relevant invoice period. However, if total penalties reaching the capping limit (i.e. 20%) consequently for 3 months in such cases the capping limit will be revised to 40% of the invoice and it will be restored back to original 20% when the penalties is below 20% for three consequent months.				
(ii)	If the total penalties reaching the capping limit consecutively for 3 Month, BSNL will have the right to terminate the contract of the concerned BA/ SSA without any further notice.				
3	If any fraudulent activity by the personnel deployed in filling of diesel in GSM sites or in site Maintenance activities, is detected by BSNL authorized personnel/officer, then the bidder is liable to pay penalty i.e. The cost of consequential damages to any BSNL equipment/installation(s)/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.				

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, non-compliance of services, for maintenance works etc. is to be categorically mentioned.
- b) Preventive maintenance completed satisfactorily certificate as per SECTION-IV, PART-B APPENDIX-I,II&III to be submitted with bill.

- c) Penalty are to be calculated as per penalty clause no.30, and the penalty calculation sheet as per annexure – II of this section is to be signed by both parties, i.e BSNL authorities and contractor, which is to be attached with the monthly bill.
- d) 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.
- e) Necessary Income Tax Deduction certificate will be issued by *Accounts Officer (Cash), BSNL, O/o GM, Berhampur* detailing the amount so deducted as tax at source at the time of payment of each bill.
- f) The bills are to be submitted in DUPLICATE and in the manner and form that may be prescribed by the GM, Berhampur. Payments will be made by Account Payee cheques or through RTGS/NEFT. The contractor has to intimate his bank account number and branch details for issuing the cheque.
- g) Any Penalty due shall also be recoverable from the bills submitted for payment, by the aforesaid officers.
- h) The Divisional Engineer/AGM will have right to impose penalty for delay or slow progress of the work from the bills submitted for payment.
- i) 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 within 15 days next month for the completion of the work of previous month.
- k) Any defect noticed during this period has to be attended without any extra payment.
- l) 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-II) 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 first claimed monthly bill.
- 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-III.
- vii) Preventive maintenance completed satisfactorily certificate for list in appendix I, II&III at Section-IV

36. TERMINATION OF CONTRACT

- a) The GM, Berhampur 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 GM, Berhampur, 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 GM Berhampur. (ii) to terminate the contract as per

Clause-36 (a) above.

c) In case of death of contractor during the period of contract, GM, Berhampur 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, GM, Berhampur at his discretion may offer the work of that zone to another contractor of other zone temporarily or till new tender is finalized for that zone.

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 GM, Berhampur.
- 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.
- l) 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 GM, Berhampur 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 GM, Berhampur reserves the right to reject one or all the tenders without assigning any reason thereof.
- d) The GM, Berhampur 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 GM, Berhampur BA 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 GM, Berhampur BA 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 GM, Berhampur BA will not be responsible for any misprinting by the newspaper concerned. Bidder 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.

- l) The GM, Berhampur BA is not bound to accept the lowest tender.
- m) The GM, Berhampur BA 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 GM, Berhampur shall be final and binding.

39. FALL CLAUSE

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.

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.

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

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.

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.

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 JTO/SDE/AGM.
ANNEXURE-I**

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

SL.No.	SSA	CLUSTER NAME	Name of site (Exchange+BTS, BTS, Only Exchange, IP/Non Out sourced site)	Category A/B/C/D
1.				
2.				
3.				

Certified that:

- 1) The up-keeping & maintenance works of Exchanges and 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 and check list as per Part-B of section IV is attached.
- 4) 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.
- 5) EPF and ESI contribution in respect of the labourer so deployed for GM, Berhampur under my jurisdiction has been deposited up to..... billing month,
- 6) For any sites category A/B/C has neither been converted from nor any agreement has been made with the house owner for watch & ward duty during the month of
- 7) The penalty calculation sheet (Annexure-II) is prepared, verified and total penalty for this bill is of amount Rs.....

Counter signed.

JTO/SDE(Site I/C)
(Signature with seal)

AGM(I/C)
(Signature with seal)

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

Zone no..... Name of zone/SSA.....

Name of the Vendor:

For the Month of _____

(Please refer Clause no.30, section-III of tender document and section-IV):

Penalty for such activity	Time line for attending /rectification	Penalty Rate per site in Hrs/Day	No.of sites/ occasions/ instance	Total Amt. of Penalty
TOTAL				
TOTAL(with capping 20/40%)				
TOTAL PENALTY FOR THE MONTH				

JTO/SDE(Site I/C)
 (signature with seal)

C/s AGM(I/C)
 (signature with seal)

AGREED

Signature & seal of vendor

ANNEXURE-III

(Information to be provided by the contractor to BSNL)

CONTACT DETAILS OF CLUSTER MANAGER

Zone No./SSA/BA/Zone name.....

a) Contact details Zonal Manager:

Sl. No	SSA	No. of BTS sites	ZONE No.	Name of Zonal Manager	Mobile No.	Email ID
			1			

b) Contact details Cluster Rigger cum Technician:

Sl. No	SSA	No. of BTS/Exchange sites	CLUSTER No.	Name of Rigger cum Technician	Mobile No.	Alt. Mobile No

c) Contact details Site supporting staff:

Sl. No	SSA	Name of BTS/Exchange	CLUSTER No.	Name of Site supporting staff.	Mobile No.	Alt Mobile No.

Signature of Contractor

*******END OF SECTION-III*******

SECTION-IV

SCOPE, SPECIFICATION & JOB DESCRIPTION

Standardized activities for BTS Sites & Infrastructure Maintenance Outsourcing PART A (SCOPE OF WORK)

List of Activities Covered under BTS & Infrastructure Maintenance for Outsourcing

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

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

- 1) 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).
- 2) The maintenance of Exchanges will include maintenance of Landline Exchanges, DSLAM, transmission equipments, USO WiFi Hot Spots & other Exchanges equipments etc. for keeping the equipments in working condition.
- 3) 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.
- 4) Exchange/ BTS site cleaning including BTS & Exchange equipments, Roof Area, Compound Area. Cleaning to be carried out by blower etc. (Equipments for cleaning to be provided by the Vendor)
- 5) 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.
- 6) 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.
- 7) 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
- 8) Replacement of the faulty modules with repaired modules as per instructions of Site Incharge
- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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.

- 13) To check Earth Connectivity is available at BTS/ Node B/ e-Node Bs. All measuring instruments to be provided by the vendor.
- 14) Vendor personnel should be provided with photo ID cards by Outsourcing Vendor.
- 15) 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
- 16) Maintaining EMF related boards and help in providing data for Biennial/Triennial submission of EMF Radiation for Mobile sites. (Bidder shall assist in Biennial related activities like getting photograph & uploading to SSA CMTS Team etc.).
- 17) Assistance in handling of minor store items.
- 18) Ensure working of Power plant alarms with OMC-R.
- 19) First line maintenance of power plants, battery and any problem reported (Any problem to be reported within 3hrs.)
- 20) 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.
- 21) 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.
- 22) Tightening of all nuts/ screws in interconnecting point of power cable from EB panel board to each equipment
- 23) To ensure the power plant/ control card is functioning properly so that battery do not go to deep discharge.
- 24) 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.
- 25) 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.
- 26) Conducting Battery Backup test with Existing Load at least quarterly & record the same in Log Book.
- 27) Bidder has to provide related testing equipments and necessary conveyance to discharge the functions listed in the tender.
- 28) Air filter cleaning in BTS/ Node B/ e-Node B, every month and entry in log book of site.
- 29) 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
- 30) Monitoring of Power Plant voltage and smooth change over in the absence of electricity.
- 31) 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.

- 32) 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.
- 33) Maintenance of Tower Aviation light. Bidder to ensure working of Aviation light.
- 34) 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.
- 35) 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
- 36) Periodicity of visit to be at least once in **3 days** for BSNL sites
- 37) Site visit/ inspection/ cleaning activity proof to be provided at least once in a month to Site in charge
- 38) 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.
- 39) 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.
- 40) 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
- 41) Sanction from EB/ police authorities to be arranged by the Vendor wherever necessary.
- 42) 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.
- 43) Routine check and Maintenance of Earth of power plant /BTS/ exchange and record the same in log book.
- 44) Watering earth pit and ring earth of the tower.
- 45) 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
- 46) Bidder to deploy the skilled resources for cluster maintenance minimal **per 4 to 10 sites** for better maintenance and fault rectification. These numbers could be fixed by the respective BA/ Circle based on area specific condition.

- 47) 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.
- 48) 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
- 49) 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. BTS & Infrastructure Maintenance for Non-BSNL sites (Excluding IP sites) (2G and/or 3G and/or 4G)

- 1) These are the sites housing only Mobile sites either 2G and/ or 3G and/ or 4G or a combination of them.
- 1) Cleaning, security (to the extent of alerting any abnormal observation at the site during visits, intimating police authorities promptly w.r.t. any incident, ensuring functioning of lock & key.) and upkeep of the site including all equipment, tower surroundings, shelter/OD cabinet, Media equipment, DG etc. This includes bush cutting in the BTS sites in open areas. All tools & Cleaning material to be provided by the bidder
- 2) 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.
- 3) Prompt action on receipt of instructions (by call or by SMS) from concerned officer regarding manual assistance in rectification of alarms/ faults in site.
- 4) 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.
- 5) 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
- 6) Replacement of the faulty modules with repaired modules as per instructions of Site Incharge
- 7) 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.
- 8) 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).
- 9) 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
- 10) 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.
- 11) To check Earth Connectivity is available at BTS/ Node B/ e-Node Bs (All measuring instruments to be provided by the vendor).
- 12) Vendor personnel should be provided with photo ID cards by Outsourcing Vendor
- 13) 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

- 14) Maintaining EMF related boards and help in providing data for Biennial/ Triennial submission of EMF Radiation for Mobile sites. (Bidder shall assist in Biennial related activities like getting photograph & uploading to SSA CMTS Team etc.).
- 15) Assistance in handling of minor store items.
- 16) Ensure working of Power plant alarms with OMC-R.
- 17) First line maintenance of power plants, battery and any problem reported (Any problem to be reported within 3 hrs)
- 18) 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.
- 19) 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.
- 20) Tightening of all nuts/ screws in interconnecting point of power cable from EB panel board to each equipment.
- 21) To ensure the control card is functioning properly so that battery do not go to deep discharge.
- 22) 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.
- 23) 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
- 24) Conducting Battery Backup test with Existing Load at least in quarterly & record the same in Log Book.
- 25) Bidder has to provide related testing equipments & necessary conveyance to discharge the functions listed in the tender.
- 26) Air filter cleaning in BTS/ Node B/ e-Node B, every month and entry in log book of site.
- 27) 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.
- 28) Monitoring of Power Plant voltage and smooth change over in the absence of electricity.
- 29) 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.
- 30) 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

- 31) Maintenance of Tower Aviation light. Bidder to ensure working of Aviation light.
- 32) 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.
- 33) 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.
- 34) Periodicity of visit to be once in 5 days for NBSNI sites
- 35) Site visit/ inspection/ cleaning activity proof to be provided at least once in a month to the Site Incharge
- 36) 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.
- 37) 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.
- 38) 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
- 39) Sanction from EB/ police authorities to be arranged by the Vendor wherever necessary
- 40) 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.
- 41) Routine check and Maintenance of Earth of power plant / BTS and record the same in log book.
- 42) 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
- 43) Bidder to deploy the skilled resources for cluster maintenance minimal per 4 to 10 sites for better maintenance and fault rectification. These numbers could be fixed by the respective BA/ Circle based on area specific condition
- 44) 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.
- 45) 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

46) 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)

- 1) These are the Infrastructure Providers (IP) sites housing only Mobile sites either 2G and/ or 3G and/ or 4G or a combination of them.
- 2) 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.
- 3) Prompt action on receipt of instructions (by call or by SMS) from concerned officer regarding manual assistance in rectification of alarms/ faults in site.
- 4) 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.
- 5) 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.
- 6) Replacement of the faulty modules with repaired modules as per instructions of Site Incharge
- 7) 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
- 8) 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.
- 9) 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.
- 10) Air filter cleaning in BTS/ Node B/ e-Node B, every month and entry in log book of site.
- 11) For prolonged failure of Electricity as intimated by BSNL officer, Coordination for restoration of EB in consultation with IP In charge.
- 12) To check Earth Connectivity is available at BTS/ Node B/e-Node Bs (All measuring instruments to be provided by the vendor).
- 13) Vendor personnel should be provided with photo ID cards by Outsourcing Vendor
- 14) 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.
- 15) Maintaining EMF related boards and help in providing data for Biennial submission of EMF Radiation for Mobile sites. (Bidder shall assist in Biennial related activities like getting photograph & uploading to SSA CMTS Team etc.).
- 16) Assistance in handling of minor store items.
- 17)xlvi. Ensure working of Power plant alarms with OMC-R.

- 18)xlix. First line maintenance of BTS/ media equipment and any problem reported.
- 19)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.
- 20)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.
- 21)Bidder has to provide related testing equipments and necessary conveyance to discharge the functions listed in the tender.
- 22)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
- 23)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.
- 24)Periodicity of visit to be atleast once in 2 weeks for IP sites.
- 25)Site visit/ inspection/ cleaning activity proof to be provided at least once in a month to Site Incharge.
- 26)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.
- 27)Cleaning of the site including BTS OD cabinet & Media equipment etc. All tools & Cleaning material to be provided by the bidder
- 28)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.
- 29)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

- 1)Dismantling of Antenna
- 2)Installation of Antenna
- 3)Dismantling of Antenna Fixture (for phase/ Space diversity antenna)
- 4)Fixation of Antenna Fixture (for phase/ Space diversity antenna)
- 5)Height lowering of Phase Diversity Antenna along with fixture
- 6)Hoisting of RF Cable including connectorisation
- 7)Removing of RF Cable
- 8)Installation of Microwave Dish Antenna (Mini Link)
- 9)Dismantling of Microwave Dish Antenna (Mini Link)
- 10) Microwave Link LOS work including ODU replacement
- 11) ODU Replacement for Minilink.
- 12) Re-orientation/ Tilt adjustment of Antenna.
- 13) Verification/ Replacement of weather proof tapes to prevent water entry.
- 14) Verification/ replacement of connectors/ fittings and removal of VSWR including connectorisation and weather proofing.
- 15) Assistance in Verification/correction of MW LOS.

- 16) Verification/ correction of Lightning Arrestor and its fittings.
- 17) Sector addition.
- 18) Antenna Changing.
- 19) Microwave Fault attending.
- 20) Microwave installation/replacement.
- 21) CPRI cable fault attending/replacement.
- 22) Feeder/ RF/ OF cable fault attending and replacement.
- 23) 2G/3G/4G booster installation.
- 24) 2G/3G/4G Repeater installations.
- 25) Any other related works in Tower.
- 26) Antenna Orientation & Tilt as per requirement for optimization.
- 27) VSWR fault rectification per sector (includes reconnectorisation, jumper cable change & weather proofing) (Handheld VSWR meter to be provided by the Vendor as per requirement)
- 28) Checking & correction of RF cable/ Fibre swap, Antenna at RRH, removal of bird/honey bee/wasp nest.
- 29) Hoisting of CIPRI cable to RRH (Base Unit to RX unit on tower), per meter
- 30) Connectorization of CIPRI Cable at RRH, per Site
- 31) Hoisting of Power cable to RRH (Base Unit to RX unit on tower), per meter
- 32) Connectorization of Power Cable including boot sealing, at RRH, per Site
- 33) Running of Earthing Cable with connectorization to RRH, per meter
- 34) VSWR fault rectification per sector (includes reconnectorization, jumper cable change & weather proofing), at RRH and Antenna ends
- 35) Hoisting of IF cable with connectorization, per meter
- 36) RF module dismantling with SFP, per module
- 37) Fixing of wall mounting fixture, per fixture
- 38) Installation of RF cable tray for wall mounting Antenna per meter
- 39) Installation of Micro/ Macro BTS Equipment per unit
- 40) Laying of RF Cable per meter for Micro BTS (50M /site)
- 41) Installation of Splitter including connectorization
- 42) Installation of Patch/Panel/ Omni antenna with connectorization
- 43) RF Repeater Installation including Yagi/ Panel Antenna & RF Cable of 25M
- 44) Completion of ordered RF optimization/ rigger activity.
- 45) Restoration of Rigger related fault resulting in site fully/ partially down
- 46) RRH replacement (dismantling and installation) in case of faulty one or new one
- 47) RRU link (Link between BBU-RRH link) restoration for RRH sites along with provision to provide the RRU link materials if found damaged).
- 48) If the microwave IDU/ODU IF connector faulty, the bidder is to arrange these IF connectors and replace them xlix. EGB / IGB fixing.
- 49) Grounding of feeder cable.
- 50) Laying of RF jumper cable and Connectorization of jumper cable.
- 51) Fixing of surge arrestors.
- 52) Heat shrinks joint at Indoor jumper / power cables. liv. Hoisting / de-hoisting of RRH.
- 53) Hoisting / de-hoisting of Microwave IF cable from IDU to ODU on tower with connectorization.
- 54) Hoisting / de-hoisting of Radio modem ODU with antenna.
- 55) De-hoisting CAT (1+1) cable from antenna(ODU) on tower to IDU.
- 56) 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
- 57) Hoisting / Dehoisting of Heavy RF material require supporting workers and may be included in tender.
- 58) 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.
- 59) Changing of OVP (Over Voltage protection)

- 60) 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/ mis happening occurs while performing any task defined under this tender by the bidder personnel.
- 61) Any other activity with minor modification in RF as per guidance of BSNL
- 62) 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 and Standalone exchange sites(Excluding IP sites):

- 1)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.
- 2)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.
- 3)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.
- 4)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.
- 5)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.
- 6)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.
- 7)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.
- 8)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.
- 9)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.

- 10) Entering DG & Battery voltage readings/status in the BTS site log book
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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
- 15) Arranging test run in case, if any dispute arise between the Contractor and the BSNL official concerned.
- 16) 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 in charge.
- 17) 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.
- 18) 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).
- 19) 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
- 20) 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.
- 21) 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.
- 22) BSNL reserves the right to incorporate and ask for any other reconciliation / operation report during the currency of tender.
- 23) 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
- 24) 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.
- 25) 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.

- 26) 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.
- 27) The payment will be based on logbook entries, but will be limited to monthly consumption based on run hour meter reading and the average consumption in liters/hour for each DG shall be measured along with the BSNL team and jointly signed off soon after any site is added in work order for diesel filling. In general, as per BTS load and capacity of DG, the average CPH may be taken as 2.2 LITRE / HOUR for DG Sets up to 15 KVA capacity and 2.7 Liter/Hour for more than 15KVA capacity. It is to be noted that in no case, hour meter remain non operational for consecutive months
- 28) 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.
- 29) 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.
- 30) 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.
- 31) 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.
- 32) 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.
- 33) 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.
- 34) 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
- 35) 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.
- 36) 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(PART-A)

- 1) Weekly/ monthly DG check schedule need to be followed and any problem need to be communicated to Mobile/Exchange site In-charge
- 2) Weekly Maintenance of DG Sets
- 3) Make sure there are no fluid leaks
- 4) Run the generator (typically no-load, automatic transfer switch exercise cycle).
- 5) Verify that the unit ran and has no alarms or warnings.
- 6) Ensure adequate fuel levels.
- 7) Ensure that the generator is in "Auto" mode, for automatic startup.
- 8) Monthly Maintenance
- 9) Check engine coolant level.
- 10)Check engine oil level.
- 11)Check the battery charger.
- 12)Run the generator (with load, automatic transfer switch exercise cycle).

- 13) 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.
- 14) 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.
- 15) Assisting in Diesel filling in the DG Set available at the site.
- 16) Check the battery electrolyte level and specific gravity.
- 17) Check battery cables and connections.
- 18) Inspect drive belts.
- 19) Inspect the coolant heater.
- 20) Check coolant lines and connections.
- 21) Check for oil leaks and inspect lubrication system hoses and connectors.
- 22) Check for fuel leaks and inspect fuel system hoses and connectors.
- 23) Inspect the exhaust system, muffler and exhaust pipe.
- 24) Check and clean air cleaner units.
- 25) Inspect air induction piping and connections.
- 26) Inspect the DC electrical system, control panel and accessories.
- 27) Inspect the AC wiring and accessories.

PART-B (PREVENTIVE MAINTENANCE)

Appendix-I (PM checklist)

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

APPENDIX-II

S.No	Equipment Type	Work to be done
1	Power Plant Testing	Proper working of Power Plant with the existing Modules, Dust cleaning, Tightening of Input and output terminals, replacement of burnt lugs and connections, earthing, Alarms, etc.
2	AMF/ACDB Panel Checking	Tightening of Input and output terminals, replacement of burnt lugs, fuses and connections in ACDB, removal of excess sagging of service wire from pole to ACDB, dry joints at poles in co-ordination with EB officials, AMF panel with Alarms, etc.

3	Battery Bank Testing	Battery cells physical checking with voltage after disconnecting EB mains supply, cleaning of Batteries and battery terminals, tightening of all the Battery terminals, providing of jelly to the terminals, Test discharge of Battery. Log book entry to be made for battery voltage value.
4	Air Conditioner Testing	Checking of Proper working of AC unit through control panel, filter cleaning, working of Temperature sensor, checking of all the electrical connections, etc.,
5	External Alarm Testing	Extension of external alarms and Checking of proper working of external alarms. The list of alarms to be updated by BSNL CO from time to time. The current list is being attached.
	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/Toer 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.

APENDIX-III,(GENERAL INSPECTION)

Sl. No.	Check List	Specifications	Observations/ Remarks
1	Shelter properly cleaned	yes/no	
2	Any Extra material inside shelter	yes/no	

3	DG Set / canopy properly cleaned	yes/no	
4	VRLA Battery Bank	ok/not ok	
5	General site cleaning	done/not done	
6	Aviation Light & its functioning	ok/not ok	
7	Lightening Arrestors and its connection	ok/not ok	
8	DG silencer and 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 filters, old clothes.	yes/no	

******* END OF SECTION-IV*******

SECTION-V
Schedule of Rates And Estimation Of Cost of Works Put To Tender

Ref:

- 1) BSNL CO, New Delhi Ltr.no. BSNLCO-NOCM/32(17)/1/2022-NWO-CM-1 Dated 12.12.2022
(2) CGM, Odisha Ltr. No. ODCO-20/16(12)/1/2021-CMTS-OD CO/379832 Dt.19.01.2023.

There can be four categories of sites as below:

Category	Type	Description
A	BSNL Infra sites	Mobile BTS & Landline Exchange sites with infrastructure (in Rural areas and SDCA & other multi BTS cities with no BSNL maintenance staffs available) to be outsourced. Sites in SSA HQ and within 2Km beyond the city limit are not included.
B	NBSNL Infra sites	Mobile BTS sites with infrastructure (in Rural areas and SDCA & other multi BTS cities with no BSNL maintenance staffs available) to be outsourced. Sites in SSA HQ and within 2Km beyond the city limit are not included.
C	Exchange Infra sites	Landline Exchange sites with infrastructure (in Rural areas and SOCA & with no BSNL maintenance staffs available) to be outsourced. Sites in SSA HQ and within 2Km beyond the city limit are not included.
D	Non-outsourced sites	BTS sites like Leased-in IP sites, House/Land owner-maintained sites or sites in BA/SSA HQ.

1. There can be five types of standardized outsourcing line items as below :

SL NO	Item description	Scope of Work
1	BSNL sites (Category-A) with Infra Maintenance including rigger activity.	As mentioned in clause- A, D & E of SECTION-IV under scope of work
2	NBSNL(Category-B) sites with Infra Maintenance including rigger activity.	As mentioned in clause – B, D & E of SECTION-IV under scope of work.
3	Exchange sites (Category-C) maintenance.	As mentioned in clause A (Exchange related job excluding of BTS) & clause-E of SECTION-IV under scope of work.
4	Non-outsourced sites (Category-D) maintenance.	As mentioned in clause -C of SECTION-IV under scope of work.
5	Rigger activities NON outsourced sites (Category-D)	As mentioned in clause -D of SECTION-IV under scope of work.

2. Based on prevailing tender rates and ceiling limit fixed by corporate office, the financial bid items along with the SoR may be as follows:

SL	Item description	Category of the Site	SoR (in Rupees) per site per month
1	BSNL sites with Infra maintenance including rigger activity and DG fuel filling & operation	CAT-A	2800
2	NBSNL sites with Infra maintenance including rigger activity and DG fuel filling & operation	CAT-B	2600
3	Exchange sites with Infra maintenance including DG fuel filling & operation	CAT-C	2200
4	Non-outsourced sites maintenance (Rs. 150).	CAT-D	350
5	Rigger activities for non-outsourced sites (Rs. 200)		

Estimated Quantities of different category of sites in ZONE-BERHAMPUR OA

SN	CLUSTER NAME	CAT-A	CAT-B	CAT-C	CAT-D	Total
1	ASKA	7	22	4	13	46
2	BERHAMPUR-1	1	4		45	50
3	BERHAMPUR-2	14	28	3	16	61
4	BAHNJANAGAR	5	30	1	10	46
5	CHATRAPUR	14	24		11	49
6	PARLAKHEMUNDI-1	4	14	1	11	30
7	PARLAKHEMUNDI-2	4	9		5	18
	Total	49	131	9	111	300

Estimated Quantities of different category of sites in ZONE-PHULBANI OA

SN	CLUSTER NAME	CAT-A	CAT-B	CAT-C	CAT-D	Total
1	BALIGUDA	8	23	0	3	34
2	BOUDH	6	15	0	14	35
3	G.UDAYAGIRI	5	22	0	3	30
4	PHULBANI	5	25	0	15	45
	Total	24	85	0	35	144

Note:-

- The above Schedule of Rates are inclusive of all levies and charges but excluding GST which shall be paid extra as applicable.
- The list of items mentioned above is not exhaustive and it may be suitably modified as per requirement of the Circle/Field units with scope of work precisely defined for each item in the tender document.
- The quantity stipulated in the tender is estimated and the BSNL reserves the right to vary the value of works to the extent of -25% to + 25% of contract value during contract period at the same rates and terms & conditions with prior approval of the tender approving authority.
- However, in exceptional circumstances only, due to change in scope of work or otherwise, any variation in the value of work may be permitted up to 50% of contract value with prior approval of the next higher authority after recording adequate reasons and justification for the same.

*****END OF SECTION V*****

SECTION-VI
SPECIAL CONDITIONS OF CONTRACT

1. For smooth execution of the above routine and maintenance works the vendor is binding to engage one cluster manager for every ZONE 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.
2. For smooth execution of the above rigger activities works the vendor is binding to engage one rigger cum technicians for every cluster and part thereof as. The detail of BTS sites allotted to cluster rigger will be decided by the BSNL authority. The cluster rigger should have minimum 5 years' experience in rigger activities.
3. Cluster Manager will be the overall in charge for up keeping 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.
4. The vendor will supply vehicle (MUV) for each zone 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. The vehicle is to be supplied on days of fault occurrence (even on holidays whenever required). Separate payment for vehicle, fuel and driver of vehicle will not be made as the lump sum cost per site is inclusive of all but excluding rigger cost.
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 one skilled cluster technical person having knowledge in electrical installation, DG and AC maintenance for about 4 to 10 no. cat A/B/C sites considering the BTS density . However, depending on geographical location the no. of BTS sites for a skilled worker may be varied in consultation with site engineer for proper maintenance works.

The no of BTS sites and minimum number of cluster managers, and to be utilised for the smooth maintenance are mentioned below:-

ANNEXURE-1

Quantities of SITES/CLUSTER MANAGER/TECHN/RIGGER in ZONE-BERHAMPUR OA									
SN	CLUSTER NAME	CAT-A	CAT-B	CAT-C	CAT-D	Total	Skilled Riggers cum technicians	Site supporting staff	Zone Manager
1	ASKA	7	22	4	13	46	available in each cluster as and when required	available at site as and when required	ONE along with One MUV at zone HQ.
2	BERHAMPUR-1	1	4		45	50			
3	BERHAMPUR-2	14	28	3	16	61			
4	BAHNJANAGAR	5	30	1	10	46			
5	CHATRAPUR	14	24		11	49			
6	PARLAKHEMUN DI-1	4	14	1	11	30			
7	PARLAKHEMUN DI-2	4	9		5	18			
	Total	49	131	9	111	300			

Quantities of SITES/CLUSTER MANAGER/TECHN/RIGGER in ZONE-PHULBANI OA

SN	CLUSTER NAME	CAT-A	CAT-B	CAT-C	CAT-D	Total	skilled Riggers cum technicians	Site supporting staff	Zone Manager
1	BALIGUDA	8	23	0	3	34	available in each cluster as and when required	available at site as and when required	ONE along with One MUV at zone HQ.
2	BOUDH	6	15	0	14	35			
3	G.UDAYAGIRI	5	22	0	3	30			
4	PHULBANI	5	25	0	15	45			
	Total	24	85	0	35	144			

*******END OF SECTION-VI*******

SECTION-VII

E-tendering Instructions to Bidders

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL, Corporate office has decided to use the E tender portal (www.etenders.gov.in/e procure/app) through E- tender portal, Benefits to Suppliers are outlined on the Home-page of the e tender portal.

Instructions

1. Tender Bidding Methodology : Sealed Bid System – 'Single Stage – TWO Envelope'

2. Broad outline of activities from Bidders prospective

1. Procure a Digital Signing Certificate (DSC)
2. Register on e- tender portal (www.eprocure.gov.in)
3. Create Users and assign roles on E-TENDER PORTAL
4. View Notice Inviting Tender (NIT) on E TENDER PORTAL
5. Download Official Copy of Tender Documents from E-TENDER PORTAL
6. Bid-Submission on E-TENDER PORTAL
 - a) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
 - b) Utmost care may be taken to name the files/documents to be uploaded on E-TENDER PORTAL. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

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

- c) It is advised that **all the documents to be submitted (See clause 5 of Section VI) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.** BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of each document (Preferably below 5 MB) may be checked.

7. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL : Opening of Techno-commercial Part
8. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.
9. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL: Opening of Financial-Part (Only for Technical Responsive Bidders)
10. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.

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

3. Digital Certificates

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

4. Registration

To use the e-tender portal www.etenders.gov.in/eprocure/app. Vendor/Contractor need to register on the e-tender portal. The vendor should visit the home-page of the e tender portal (www.etenders.gov.in/eprocure/app) and go to the e-procure link then select **Bidders Manual Kit**. To use the Electronic Tender[®] e tender portal (www.etenders.gov.in/eprocure/app) or through the circle website www.odisha.bsnl.co.in portal name vendor needs to register on the e tender portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/e tender portal, and click on the 'Register Me' tab on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact the company providing e-tender. Helpdesk (as given below), to get your registration accepted/activated.

BSNL Contact-1	
BSNL's Contact Person	Shri A.K.Swian, AGM(Plg&Admn), O/o GM, Berhampur BA, Berhampur
Telephone& Mobile	0680-2220300,9437479511
E-maillID	agmagmtber@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Smt Arivnd Rath, SDE(Plg), O/o GM, Berhampur BA, Berhampur
Telephone & Mobile	0680-2229410,9438155666
E-maillID	sdeplngbam@gmail.com

5. Method for submission of bid documents

In this tender the bidder has to participate in e-tender online.

5.1. **Offline submission**

The bidder shall submit the following documents offline to **AGM (Planning), Room no 214, O/o GMTD BERHAMPUR, PIN-760001** on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- 1. EMD-Bid Security in Original i.e. DD/Banker Cheque/Bank Guarantee /proof of payment if paid through NEFT/RTGS**
- 2. DD/ Bankers cheque against payment of tender fee /proof of payment if paid through NEFT/RTGS.**
- 3. Power of attorney in accordance with clause available in tender.**
- 4. MSE registration certificate if the bidder is claiming concession for Bid cost and Bid security.**
- 5. Pass Phrase to open the tender document, if applicable.**

(Note: In case the bidder could not submit. The documents should be submitted to AGM (Plg) on or before TEC.

5.2 Online submission.

As per document required for eligibility in SECTION-II

Note:

- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause _____ is not applicable on us.
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

6. Price Schedule /Schedule of Quoting Rates

Utmost care may kindly be taken to upload price schedule / Schedule of Quoting Rates. Any change in the format of Price Schedule / Schedule of Quoting Rates file shall render it unfit for bidding. Following steps may be followed-

1. Down load Price Schedule / Schedule of Quoting Rates.
2. Fill rates in down loaded Price Schedule / Schedule of Quoting Rates
3. Save filled copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

For further instructions, the vendor should visit the home-page of the e tender portal(www.etenders.gov.in/eprocure/app), and go to the **Bidders Manual Kit**. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from E-tender portal or anywhere else.

The help information provided through 'E- TENDER PORTAL User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important :

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

Note: The special instructions to contractors/Bidders for e-submission of bids online through www.etenders.gov.in/eprocure/app which are mentioned below for ready reference-

1. Bidder should do the registration in the tender site www.etenders.gov.in/eprocure/app using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority(NICCA)/MTNL/SIFY/TCS / nCode/eMudhra etc.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can upload well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.

9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
11. The **General Manager telecom District, BERHAMPUR** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
12. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
13. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
14. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
15. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
16. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (**as per Server System Clock**).
17. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**

For any other queries, the bidders are asked to contact through Telephone nos at clause 4 this Section

7. Key Instructions for Bidders:-

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on E-TENDER PORTAL.
2. Register your organization on E-TENDER PORTAL well in advance of your first tender submission deadline on E- TENDER PORTAL.
3. Get your organization's concerned executives trained on E- TENDER PORTAL using online training module well in advance of your tender submission deadline on E- TENDER PORTAL.
4. Submit your bids well in advance of tender submission deadline on E- TENDER PORTAL. as there could be last minute problems due to internet timeout, breakdown, etc.

(BSNL should not be responsible for any problem arising out of internet connectivity issues).

While the first three instructions mentioned above are especially relevant to first-time users of E-TENDER PORTAL, the fourth instruction is relevant at all times.

8. Minimum Requirements at Bidders end

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

-----END OF SECTION VII -----

SECTION-VIII

BID FORM

To
The General Manager BSNL,
Berhampur BA

Dear Sir,

1. Having examined the conditions of contract and specifications including amendment/ clarification/ addenda Nos.....,the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the up-keeping and maintenance of CATEGORY OF A/B/C/D SITES(as per SOR in section-) in Odisha in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial bid.
2. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 5%of the contract sum for the due performance of the Contract.
3. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule
4. 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.
5. 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.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of2023

Signature of Bidder in capacity of

Name of the Firm with full address

Tel. No.-

FAX No.-

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature.....

*****END OF SECTION-VIII*****

SECTION-IX
FINANCIAL BID (FORMAT)

(Details for each zone are given in the Percentage BOQ template) Tender No.

Name of contractor.....

Zone No. Name of the zone

Name of work: Up-keeping and maintenance of Mobile BTS/Exchange Sites under Berhampur SSA.

Sl No	Description of item/works (As per specification attached at Section-IV)	Category of sites	ESTIMATED RATE PER SITE PER MONTH (Rs.)(Excluding GST)
a	b	c	d
1	BSNL sites with BTS and infra maintenance including rigger activity and DG fuel filling & operation	A	Rs.2800.00
2	NBSNL sites with infra maintenance including rigger activity and DG fuel filling & operation	B	Rs.2600.00
3	Exchange sites with Infra maintenance including DG fuel filling & operation	C	Rs 2200.00
4.1	Maintenance of IP non-out sourced sites	D	Rs.350.00
4.2	Supply of RIGGER as and when required for non-out sourced sites		
5	Total Monthly amount per month(Without GST)	d1+d2+d3+d4	Rs 7950.00
6	Rate quoted in % at par/above/below than total monthly amount(without GST)		

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.**
- (v) **L1 will be decided zone wise as per lowest total composite price of the zone.**

***** END OF SECTION IX*****

SECTION-X
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 bidder hereby covenants and declares that:

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

Date:

Signature of Bidder

Place:

Along with date & Seal

Name of Bidder

******END OF SECTION-X******

SECTION-XI
PERFORMANCE SECURITY GUARANTEE (BOND FORM)

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

Performance Bank Guarantee (PBG)

Whereas GMTD BERHAMPUR(here in after referred to as BSNL) has issued an Award Letter (AWO) No. Dated...../...../2022 for awarding the work of Optical Fibre Cable Laying work to M/s (here after referred to as “Contractor”) and theBSNL has asked them to submit a performance bank guarantee in favour of O/o of Rs./- (hereafter referred to as “PBG. Amount”) valid up to/...../20.....(hereinafter referred to as “Validity Date”). Now at the request of the Contractor, We BankBranch having (Address) and Regd. office address as (Hereinafter called „the Bank”) agreed to give this guarantee as hereinafter contained:

1. We, “the Bank” do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Contractor has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to PBG Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of Contractor to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Contractor and BSNL regarding the claim. Liability of the bank under this present being absolute and unequivocal.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Contractor and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Contractor or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the PBG Amount and it will remain in force up to its Validity date. (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

6. In case BSNL demands for any money under this bank guarantee, the same shall be paid through Banker's Cheque in favour of

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

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers.....

*******END OF SECTION XI*******

SECTION-XII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending Bid opening on..... (Date) in the
tender of

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of
..... (Bidder)

<u>Name</u>	<u>Specimen Signature</u>

Alternate Representative

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

Note :

1. Maximum of two representatives 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.

*******END OF SECTION XII*******

SECTION-XIII

EMD/BID SECURITY FORM

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
..... (Hereafter referred to as Bidder) has approached us for giving Bank
Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to/...../
20..... (hereafter known as the "Validity date") in favour of AO cash ,O/o- GMTD BSNL, BERHAMPUR
(Hereafter referred to as BSNL) for participation in the tender of work of
..... vide tender no.

Now at the request of the Bidder, We Bank
.....Branch having
..... (Address) and Regd. office address as

(Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our

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

6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash), BERHAMPUR” payable at BERHAMPUR
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....
Telephone Numbers

Fax numbers

*******END OF SECTION XIII*******

SECTION-XIV

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 contractor.)

The Bidder or his staff shall not be a working officer/official of the BSNL. The near relatives of all BSNL executive in the concerned territorial circle or non-executive employees working in the concerned SSA of the territorial circle in which the work is stipulated under this contract either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

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

2. **The Bidder (s) should give a certificate to the effect that none of his/her relatives as defined above are working in the SSA/ Odisha Circle in which the work is stipulated under this contract.** In case of proprietorship firm, the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money /security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company or firm or the person may also be debarred for further participation in the concerned unit.

CERTIFICATE

I.....S/o.....

R/o.....

Hereby certify that none of my relative(s) as defined above is/are employed in the **BERHAMPUR SSA/Odisha Circle** in which the work is stipulated under this contract. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me”

DATE_____

SIGNATURE OF 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.

*******END OF SECTION XIV*******

SECTION-XV

Bidder / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Bidder's Profile

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

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
.....
.....
7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address
.....

.....
B) **Questionnaire**

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

1.1 If Yes, Give details
.....
.....

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

2.1 If Yes, Give details
.....
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

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

4. Suggestion for improvement of the tender document.
.....
.....
.....

Place.....

Signature of contractor

Date

Name of Contractor

*******END OF SECTION XV*******

SECTION-XVI
Pro forma for Experience Certificate

Name and address including contact no of the issuing office:

No: _____ Dated _____

Subject: Experience certificate for Up-keeping & maintenance of Mobile BTS/Telecom equipments & it's infrastructure/similar nature of work

It is certified that M/s _____ having office at _____ whose Proprietor(s)/Partner(s)/Director(s)are

have successfully carried out Up-keeping & maintenance of Mobile BTS/Telecom equipments & it's infrastructure/similar nature of work for the amount mentioned here under. It is certified that these amounts have been paid to the above mentioned contractor.

S.N.	Period during which payments Made		Contract No(s).	Amount Paid(InRs.)
	From	To		
1.	01-04-YYYY	31-03-YYYY+		

Signature with office seal

(Signing authority should be as mentioned in Note-d in eligibility criteria (Clause 3) of Section-I)

*******END OF SECTION-XVI*******

SECTION-XVII

**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/ Director(s) of M/s

Hereby declare that the firm/ company namely M/s

..... Has not been blacklisted or debarred in the past by DOT/BSNL/ or any other Government / Semi government organization from taking part in the Govt. tenders

In case the above information is found false I/we are fully aware that the tender / contract will be rejected / cancelled by the General Manager, Berhampur BA & EMD/BID Security /SD shall stand forfeited along with any suitable action as deemed fit..

Place
Seal of the firm
Capacity in which is signed
Date

Signature

Name Address of the firm:

*******END OF SECTION XVII*******

SECTION-XVIII
DECLARATION ON CLAUSE BY CLAUSE COMPLIANCE

I,.....(authorized signatory) hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.

Place :

Signature of the Bidder:-

Date:

Name of the Bidder :-

*******END OF SECTION XVIII*******

SECTION-XIX

Declaration for Downloading & Non tampering the tender Document.

I.....(authorized signatory) hereby declare that, the tender document submitted has been downloaded from the website “www.odisha.bsnl.co.in” or “<https://eprocure.gov.in>” or <https://etenders.gov.in/eprocure/app/> and I have checked up that, no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the downloaded tender document.

In case at any stage, it is found that the information given above is false / incorrect or any addition / deletion / correction has been made in the proforma downloaded, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place:.....

Date:.....

Signature of

bidder/Authorized Signatory Name of the bidder.....

Seal of the bidder.....

*******END OF SECTION XIX*******

SECTION-XX

Guidelines for taking action against vendors who default

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

		released shall be returned.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
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.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

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.	<p>i) It will be regulated as per the penalty clause of the tender document</p> <p>ii) Recover the excess penalty charges from the PG/SD & outstanding bills of the defaulting vendors.</p>
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non- rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	Submission of claims to BSNL against a contract	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.		
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods</p>

	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	& 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
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		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.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>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).</p> <p>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.</p> <p>(continues to page 173)</p>

*****END OF SECTION XX*****

!!!!!!THANK YOU, THE END!!!!!!