



**BHARAT SANCHAR NIGAM LIMITED  
(A Govt. of India Enterprise)  
Office of the General Manager Telecom District  
Berhampur-760001**

**Outsourcing of Operation and Maintenance of BSNL CSC**

**EOI No: BER-CSC/04 Outsourcing/BERHAMPUR SSA/2020-21**

**EOI Document for Expression of Interest (EOI) for Operation and  
Maintenance of BSNL CSC of Berhampur Telecom District**

**Cost of Tender Document: - Rs.1,180/-**

**(This includes Tender document Cost Rs.1,000/- and GST @ 18% i.e. Rs.180/-)**

**NOTE: One Tender form should be used for one Cluster only.**

**Total number of Pages: 47**

**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

O/o General Manager Telecom District , Telephone Bhawan,

Berhampur-760001

(Telephone 0680-2229000 &amp; Fax No.0680-2229111)

**E-Tender Notice****Tender No. EOI No: BER-CSC/20-21/10****Dated: 06/07/2020****Sub:** e-EOI Document for Expression of Interest (EOI) for Operation and Maintenance of BSNL CSC of BSNL Berhampur Telecom District.**Tender Enquiry No. : EOI No: BER-CSC/20-21/10****Dated: 06/07/2020.**

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

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

**General Manager Telecom District  
BSNL, Berhampur-760001****Tel: 0680-2229000, Email: gmtdbf07@gmail.com**

Regd. & Corporate Office: Bharat Sanchar Bhavan, H.C.Mathur lane, Janpath, New Delhi-110001  
Corporate Identity Number (CIN):U74899DL2000GOI107739  
www.bsnl.co.in.

**SECTION – 1**  
**DETAILED NOTICE INVITING E-TENDER (DNIT)**  
 BHARAT SANCHAR NIGAM LIMITED  
 (A Government of India Enterprise)  
 O/o Telecom District BSNL , Berhampur-760001,

On behalf of Bharat Sanchar Nigam Limited (BSNL),e-EOI is invited on two stage bidding system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per EOI document.

Sl.No.	Item	Particulars
1	EOI Notice No & date	EOI No: BER-CSCs-Outsource/2020-21 Dated: 06.07.2020
2	EOI item	Outsourcing of Operation and Maintenance of CSCs of Berhampur Telecom District.
3	EOI Document can be downloaded from	odisha.bsnl.co.in & <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>
4	Date of receipt of queries from bidders through email/Fax	From 07th July, 2020 to 10:00 Hrs of 11th July, 2020 upto 17:00 Hrs. Email id:sazid1966@gmail.com/ Fax No.0680-2229111
5	Pre- Bid Meeting	At 11:00 hours on 11/07/2020 in the Conference hall of GMTD BSNL, Berhampur-760001
6	Reply of queries by BSNL	Before 18.00 Hrs of 14 <sup>th</sup> July, 2020
7	Last Date of Submission of EOI	Up to 12:00 Hrs of 21 <sup>st</sup> July, 2020
8	Date & Time of Opening of	12:00 Hrs of 22 <sup>nd</sup> July, 2020

The List of CSCs for which Outsourcing of Operation and Maintenance is required is as detailed below.

Zone no	CSC NAME	CSC Category	EMD (In Rs.)	PBG ( In Rs )	EOI form cost Rs. (Non-refundable) including 18 % GST
1	Telephone Bhawan,Berhampur	I	100000/-	350000/-	1180/-
2	Paralakhemundi	II	75000/-	250000/-	1180/-
3	Chatrapur	II	75000/-	250000/-	1180/-
4	Aska	III	10000/-	100000/-	1180/-
5	Bhanjanagar	III	10000/-	100000/-	1180/-
6	Digapahandi	III	10000/-	100000/-	1180/-

Note1: The Bidder participation for CSCs will be considered as per the information given in Annexure-I of Section-XIII Financial Bid/BOQ for the all evaluation purpose.

**Note2:** Each bidder can participate for any number of CSCs (i.e Zones) but the evaluation will be done individual CSCs wise separately.

Note3: The bidder should quote a fixed amount to be paid to BSNL, for each Category-1/Category-II/Category-III CSCs at the beginning of the year. The Highest Bid among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid for any number of CSC offered in the EOI. However, evaluation shall be done for each CSC separately.

1.0 The bidding process will be accepted only through e- Platform

2.0 **Period of contract:** The EOI is valid for **One** year from the date of entering into agreement and period can be extended upto one more year with the approval of GMTD,Berhampur, if required, with mutual consent based on performance.

**3.0 Purchase of EOI Document:** - EOI document can be obtained by downloading it from the website <https://etenders.gov.in/eprocure/app>.

The bidders downloading the EOI document are required to submit the EOI fee (**for each participating CSCs separately**) amount through DD/Banker's cheque along with their EOI bid failing which the EOI bid shall be left archived un opened/rejected. The DD/banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash), BSNL, O/o GMTD, Berhampur" and payable at " Berhampur.

Micro & Small Enterprises bidder(s) registered with NSIC for similar items may claim exemption from payment of cost of EOI document on production of requisite proof in respect of valid certification from NSIC for the EOI edit item.

The Original Crossed Demand Draft/Bankers Cheque should be submitted offline in the envelopes mentioned in NIT for each Participating CSCs separately.

The EOI fee is non-refundable and EOI is non-transferable.

If there is any doubt/mismatching in instructions in this EOI related to offline/online (e-EOI) procedure, instruction related to e-EOI will be valid and final.

This is an e-EOI hence bidders may participate through online process only through E-tender website <https://etenders.gov.in/eprocure/app>.

The bidder is required to follow all terms and conditions as applicable in the GST The hard copy of the EOI document would not be available for sale.

#### 1.1. 4.0. Eligibility criteria & Turnover:-

Taking in to consideration the importance of CSCs for BSNL as well as for customers, it is very essential that the bidder firms have sufficient experience in setting up of and running such CSCs in India/worldwide. The following criterion shall be met by the bidder company and/or legally bound consortium who intend to participate in this EOI and only those bidders who qualify the following conditions, need put in the proposal:

**4.1** Bidder shall be registered & incorporated in India under the Company Act, 1956 or 2013 as the case may be or partnership firm/ Proprietorship firm.

**4.2** The bidder shall have a minimum annual cumulative turnover of INR 1 Crore for Category-I/INR 75 Lakhs for Category-II/INR 50 Lakhs for category-III CSC during last 3 years (i.e. financial year 2016-17, FY 2017- 18, FY 2018-19). Audited Balance Sheets for the last three years shall be submitted as a supporting document.

**OR**

Bidder Company shall have a Net worth of INR 2 Crores on 31<sup>st</sup> March'19. In case of consortium, turnover/ Net worth of only lead bidder shall be counted. Lead bidder is being referred as bidder in the EOI document.

**4.3** Bidder shall have relevant experience of setting up and running successfully at least 1000 (cumulative) square feet of raised floor commercial Customer Care Centre (excluding utilities) from a maximum of 2 commercial customer care centers locations in India, for at least 12 months on the date of EOI bid submission.

**OR**

If the bidder's company is not meeting the experience as in this Para 4.3 above, then Bid can be submitted through a legally bound consortium (format as at Section-VI) with a company who is having experience as in this Para 4.3 above. However in such case, the lead bidder company must have Customer Care Centre experience in last two financial years (i.e. 2017-18, 2018-19)

**OR**

Call Centre Operators of BSNL (existing & Old), who have worked for BSNL for at least 1 year & with at least 50 operator positions per month are eligible to apply for this EOI directly without fulfilling other eligibility conditions.

**4.4** All existing BSNL franchisees / RD (CM, CFA, Integrated ) having Rs.50 Lakhs & Rs 20 Lakhs cumulative turnover from BSNL business during last 3 years (2016-17, 2017-18 & 2018-19) are eligible and do not need any more eligibility criteria as mentioned in 4.2 or 4.3 above.

**4.5** Bidders are required to submit certificates/documentary proof for item (4.1) to (4.3). The verifiable reference along with the contact details shall also be cited in the bid document for item at 4.3.

**4.6** The Company should not be a Licensed Telecom Service Provider (TSP) to provide Basic Services / Cellular Telephony Services / Internet Services / UASL / NLD / ILD Services anywhere in India or owned or controlled by a TSP in India.

**4.7** The Company should not have controlling equity stake (26% or more), or vice versa, in and of any Basic Services / Cellular Telephony Services/ UASL / NLD / ILD Services operating companies in India or their promoters

#### **5.0. DOCUMENTS ESTABLISHING FIRM'S ELIGIBILITY AND QUALIFICATION.**

The Company/Firm is required to furnish the following documents in the technical proposal:

- I. Documents as desired in section-1, Clause-4 at Page-4 of 47.
- II. Board's resolution in favor of authorized signatory.
- III. Attestation of the signature of the authorized signatory by the bidder's bankers.
- IV. Certificates regarding eligibility conditions as per EOI.
- V. Audited results of last three financial years(FY- 2016-17, FY-2017-18 and FY-2018-19)
- VI. A no relative certificate in the format as in given Annexure.
- VII. Bid security, as per the details given in the Notice Details.
- VIII. A certificate from its bankers as evidence that he has financial capability to perform the contract (optional).
- IX. Any other certificate(s) as per the EOI requirements.
- X. Detail of information of Participating CSC in Annexure-I of Section-XIII Financial Bid/BOQ

In case of consortium bids, only lead bidder will interact with BSNL for all obligations / payment; however all consortium members will be responsible for the execution of the project.

A consortium member may participate in more than one consortium. However the bidder is not permitted to be a consortium member under another bidder for this project.

No change in consortium members i.e. addition or dropping of member shall be permitted after the submission of the bid

EMD of requisite amount& cost of EOI form. MSE/ NSIC bidders are exempted from submitting the bid security and cost of EOI document.

Copy of GST registration certificate of the bidder duly self-attested.

Bidder shall submit necessary documentary proof showing that they meet the eligible criteria along with their EOI bid. **All document submitted will also be self-attested by the bidder.**

Scanned copies of all documents mentioned above should be signed with Digital Signature Certificate (DSC) by the authorized signatory of the bid offer.

Submission of documents listed above is mandatory and non-compliance may result in rejection of the Bid during evaluation.

If some document is not applicable for the bidder then he has to upload scanned copy of paper/ document mentioning " The document<Name>called vide clause is not applicable onus".

BID Security/EMD:

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

- a. Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), BSNL, O/o GMTD, BSNL Berhampur" and payable at Berhampur issued by a Nationalized/Scheduled Bank in India for an amount equal to given in DNIT.

OR

Bank Guarantee(s) from a Nationalized/Scheduled Bank in India, drawn in favour of "AO (Cash), BSNL, O/o GMTD, BSNL, Berhampur," which should be valid for 150days (i.e. one month above the offer/bid validity period) from the EOI opening date for an amount equal to given in DNIT.

Mutual Non-Disclosure Agreement (on Rs.100/- Non-Judicial Stamp paper or appropriate value) attached as Annexure is mandatory for obtaining EOI document.

Intending bidder may obtain copy of EOI document from the www.eprocure.gov.in in on payment of Rs.1180/- only (Rs1000/-+18%GST)(Non-Refundable) on all working days. The payment shall be accepted in the form of A/c Payee Demand Draft, drawn in any Scheduled Bank in India in favour of **AO(Cash), BSNL, O/o GMTD, BSNL, Berhampur**

Name of the Bank and Branch	Union Bank of India
Accounts Name	Accounts Officer(Cash), O/o GMTD, Berhampur
Account Number	385801010170144
IFC Code	UBIN0538582
Address of the Bank	Main Road Berhampur.

MICR Code	<b>760026002</b>
Mail Id :	<b>email id : gmtdbf07@rediffmail.com</b>
Contact No	<b>Tel.No: 0680-2229000 , Mob No: 9437961405</b>
In case of EMD in the form of TDR/ PBG	Should be pledged in favour of A.O. (Cash), BSNL, O/o GMTD Berhampur with validity for a period of Six Months from the date of opening <b>Or</b> N.B. - The existing vendor(s) of this SSA may avail for adjustment of respective EMD amount(s) against the pending Bill(s) / Invoice No(s). and passed amount of the bill(s), if so desire, by applying for the same with specific request on case to case basis (As Annexure-3).

## Note:

- a. The bidder at the time of purchase of EOI document shall give the Name and complete contact details (including Mobile no., E-mail address etc.) of the person(s) authorized by the bidder firm to visit various CSC locations as specified in the EOI document.  
Queries from only those perspective bidder's shall be entertained and considered for issuance of clarifications, who have purchased the EOI document. Proof of payment of requisite charges for the same, shall be submitted along with the queries.
  - b. EOI document shall be provided after signing a mutual Non-Disclosure Agreement (NDA) with BSNL (on non-judicial stamp paper of requisite value).  
It is at the discretion of the Successful bidder to get appointed as a Direct Selling Agent of BSNL or as a retailer of any of the CM-Franchise of BSNL, ODISHA.
  6. MSE/NSIC units shall be exempted from submission of bid security deposit on production of requisite proof in respect of valid & current certification from MSME for the EOled item.
  7. In case the date of submission (opening) of bid is declared to be a holiday; the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time.
  8. E-EOI bids received after due time & date will not be accepted by the online system.
  9. All documents should be digitally signed by the bidder.
  10. Incomplete, ambiguous, conditional, EOI bid are liable to be rejected.
  11. GMTD, Berhampur reserved the right to accept or reject any or all EOI bids without assigning any reason whatsoever and he is not bound to accept the highest bid.
  12. Bidder shall furnish a declaration under his digital signature that no addition/deletion/correction has been made in the downloaded EOI document being submitted and it is identical to the EOI document appearing on the e-procure EOI portal.
  13. In case of any correction/addition/alteration/omission in the EOI document by the bidder, the EOI bid shall be treated as non-responsive and shall be rejected summarily.
  14. Bidder is advised to visit the works it before offerring their bid if required.
  15. The bidder is required to submit the required Off-line documents in the EOI box before closing date & Time as given in NIT. In the case where no off-line document is received, the bid will be rejected.
- The Vendor shall obtain / provide at his own cost all easements, permits and license necessary to do work.

<b>BSNL Contact-1</b>	
BSNL's Contact Person	Mr.Sazid Mohammed , AGM(S&M/EB/IT) <i>between 10:30 hrs to 18:00 hrs, O/o GMTD Berhampur</i>
Telephone& Mobile	9437961405
E-mail ID	sazid1966@gmail.com
<b>BSNL Contact-2</b>	
BSNL's Contact Person	Miss Kothala Swathi ,JTO(S&M/IT) <i>between 10:30 hrs to 18:00 hrs , O/o GMTD Berhampur</i>
Telephone & Mobile	0680-2223366 & 9437108881
E-mail ID	swathikrishna.kothala@gmail.com

**GENERAL MANAGER TELECOM DISTRICT  
BSNL, Berhampur-760001.**

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

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

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

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

**2. Bid Validity Period** - The bid will remain valid for **120 days** from the tender opening date

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

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

- 1) Scanned copy of EMD.
- 2) Scanned copy of payment of cost of tender document i.e. tender fee.
- 3) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT.
- 4) Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with Clause 14.3 of Section 4 Part A.(not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.
- 5) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- 6) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- 7) Attestation of the signature of the authorized signatory issuing PoA, by Bank.
- 8) Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
- 9) Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-1.
- 10) Letter of authorization for attending bid opening event as per Section -7 Part (C).
- 11) No Near-Relationship Certificate duly filled & signed as per Section-6 Part B.
- 12) Undertaking & declaration duly filled & signed as per Section-6 Part A
- 13) Tender / Bid form-Section 9 Part A.
- 14) Checklist of the documents submitted as per Annexure-2.

**b. Financial envelope shall contain:**

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

**c. Offline Documents :**

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

- 1) EMD – Bid security (in original )
- 2) DD/ Banker's cheque of Tender fee (in original).
- 3) Power of Attorney in accordance with Clause 14. 3 of Section 4 Part A and authorization for executing the power of Attorney.
- 4) Integrity Pact (on plain paper, applicable only if tender's estimated value exceeds the threshold of Rs.



10.0 Crores for applicability of Integrity Pact as per letter No.CA/MMT/15-02/2014 dated 16.10.2018)

**4. Payment terms**

- 4.1 The bidder should submit the invoice to the officer in-charge of the CSC on a monthly basis. The Tax Invoices are to be submitted by bidder in triplicate.
- 4.2 The charges for provision of new Landline shall be based on the number of new landline provision during the month.
- 4.3 The CSC in-charge shall verify the Item wise Invoice submitted and process the bills for payment.

**5. Time line for start of services:...Within 7 days after the signing of agreement regarding this tender.**

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

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



**SECTION- 3 Part A  
SCOPE OF WORK**

**1. Scope of work for “Operation & Maintenance of BSNL CSCs”.**

Circle-wise EOI may be considered for different types of CSCs, namely Category-I/Category-II/Category-III CSCs, after valuating and justifying shortage of manpower in view of VRS

The broad scope of the CSC operations is:-

- a) Sale of new SIMs. Normal and Bulk Booking/Vanity and fancy number booking/Postpaid to pre-paid and vice versa conversions.
- b) Plan change/ISD / International roaming.
- c) VAS services.
- d) Replacement of SIMs
- e) Sale of postpaid mobile connections
- f) Sale of Top-ups/STVs/PVs
- g) Sales Complaint redressed.
- h) Processing of MNP requests
- i) Bill collection of Landline/Broadband/FTTH/Postpaid Mobile
- j) New Phone bookings and feasibility of and line/Broadband/FTTH/Wings/ASEEM, Vanity booking/ISDN/PRI/BRI
- k) DND Activation/deactivation
- l) Handling of bill related queries and complaints.
- m) Receiving and coordinating request for shift, name transfer and closure of connections.
- n) All commercial and CSC Services which are presently being offered in CSCs (Including services being provided free of charge) and all commercial and CSC services which may emerge in future.

All the above activities are to be done for retail as well as bulk/enterprises customers.

Terms and conditions of infrastructure and related facilities

1. BSNL shall provide covered space without any charges. Existing infrastructure of CSC shall be handed over on as-is where-is basis.
2. Since the CSC premises will be utilized exclusively by the bidder, hence electricity bill for CSC shall have to be paid by bidder as per actual consumption. Sub-meter will be installed by BSNL Electrical wing and manual bill also to be produced.
3. The bidder shall be responsible for keeping the area neat and clean and do all marketing activities like updating of posters/banners/new Tariff chart (provided by BSNL) etc.
4. The bidder may be permitted to put additional canopies/other product marketing tools, in the premises for promotion of BSNL products.
5. The bidder may be permitted to utilize existing electric equipment's light, fans, air-condition etc if available otherwise they shall bring their own
6. The bidder should be responsible for maintaining infrastructure, electric equipment, furniture and computers and replace the same if required, for proper upkeep of the CSC.

*One high speed BB/FTTH connection may be provided at CSC and connectivity to BSNL IT systems shall also provide by BSNL on rent fee basis.*

**Other Terms and Conditions**

- I. The CSCs are to be manned minimum from 8:00AM to 8:00PM for all Category-I and from 9:00AM to 6:30 PM for all Category-II & III on all days except National holidays.
- II. Proper training and dress code for staff manning the counters should be ensured by the bidder.
- III. Sale of products and services of BSNL should be restricted only within CSCs.
- IV. The bidder will be paid for all sales as per franchise S&D Policy 2018 and related circulars on bill payments or as modified from time to time.
- V. The bidder shall be paid Rs20.00 per Aadhaar demographic/Biometric or both updation and Rs50.00 per new Aadhaar generation (successful) or mandatory biometric update. For Aadhaar related activity operator should be through approved / empanelled agency by UIDAI.

- VI. The bidder will get commission/ facilitation charges as per franchisee policies of different products/ services. All cash transactions in the CSC shall be done through the CBP/CTOPUP wallet and no cash transactions shall be done between BSNL and the bidder for collections done in CSC.
- VII. The bidder shall be paid Rs 2/- per transaction for items not defined in franchise S&D Policy 2018. There will be a capping of 150 % for all non-commercial transactions e.g. issue of duplicate bills, DND activation / deactivation etc. based on average monthly volume of last six months, but it will be further restricted to ensure that it is not more than 10% of total charges/commission earned in a month.
- VIII. For CM related sales no FOS will be paid on SIM sale or Recharge sale, which is otherwise paid as per franchisee S&D Policy2018.

*All changes in Franchisee S&D policy will be implemented with reference to commission structure as and when BSNL does so.*

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

**1. DEFINITIONS**

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

**2 ELIGIBILITY CONDITIONS:**

- 2.1 Kindly refer to Clause 4 of Section-1 i.e. detailed NIT.
- 2.2 Bidder is expected to obtain clearance from Reserve Bank of India, wherever applicable.
- 2.3 The Bidder must furnish the documentary evidence to meet the eligibility conditions laid down in general, technical, and financial qualification criteria.

**3 COST OF BIDDING**

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

**4 DOCUMENTS REQUIRED**

- 4.1 The detailed list of services required to be provided by the bidder, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

**5 CLARIFICATION OF BID DOCUMENTS**

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by Fax & by Email (both) to tender inviting authority as indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives **latest up to 7 days from issue of NIT** Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. (Format for submission of queries in Excel sheet only)
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant Clauses of the bid documents.

**6 AMENDMENT OF BID DOCUMENTS**

- 6.1 BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified in writing by Fax or Email or by Addendum through e-tendering portal to

all prospective bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them.

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

#### **7 DOCUMENTS COMPRISING THE BID**

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

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

#### **8 BID FORM**

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

#### **9 BID PRICES – Not applicable**

#### **10 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION -**

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

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

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

- (a) The bidder shall furnish audited Annual Report for last two financial years & IT Returns (i.e. 2017-18 and 2018-19) and a certificate from its bankers to assess its solvency/financial capability **to the tune of 30% of annual estimated cost of tender.**

- (b) The bidder shall furnish documentary evidence about Job capability necessary to perform the contract.

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

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

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

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

#### **12. BID SECURITY / EMD**

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

- 12.2** The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits and fails to accept AWO/ Letter of Intent & submit required performance security or fails to obey any of the contractual obligations after being awarded work; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

- 12.3** The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant

the forfeiture of bid security pursuant to Para 12.7.

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

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

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

**12.7** The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with Clause 28.

### **13. PERIOD OF VALIDITY OF BIDS**

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

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

### **14. FORMAT AND SIGNING OF BID**

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

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

### **14.3 Power of Attorney**

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

### **15. SEALING AND MARKING OF BIDS**

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

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

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

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

**15.1.3** In Single stage bidding & two envelopes system the bidder shall submit his bid online in two electronic envelopes; (Refer Section-4 Part C))

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per Clause 2 & 10 with Bid Security as per Clause 12. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B.

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

**AGM(S&M,O/o GMTD, BSNL, Berhampur-760001**

- b) The offline envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer offline envelopes (in case of manual tendering process) shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline envelope should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time, would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to AGM(Plg), BSNL, O/o GMTD, Berhampur at the venue (address is given in Clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening: Chamber of GMTD BSNL Berhampur-760001 at specified time & date as stated in NIT.

If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on BSNL website, e-tender portal (as the case may be).

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

### **16. SUBMISSION OF BIDS**

16.1 Bids must be submitted online only by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.

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

#### **LATE BIDS**

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

### **17. MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

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

### **18. OPENING OF BIDS BY BSNL**

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

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

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

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

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

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

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

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

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

- a) Name of the Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.



(iv) The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

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

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

#### **20. CLARIFICATION OF BIDS**

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

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

#### **21. PRELIMINARY EVALUATION**

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

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points.

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

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

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

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

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

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

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

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

#### **23. CONTACTING BSNL**

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

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

#### **24. Deleted**

24.1 Deleted

24.2 Deleted



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

25.1. The GMTD, Berhampur reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work. The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the contract work will be got done from some other agency at the cost of the contractor and payment will be settled on prorata Basis.

25.2. The decision of GMTD, Berhampur on any matter connected to this tender is final binding.

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

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

**27. ISSUE OF ADVANCE WORKORDER**

27.1. The issue of an Advance Work Order shall constitute the intention of BSNL to enter into contract with the bidder.

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

27.3 **H-1 bidder may be issued Advanced Work Order (AWO) in one stage.**

27.4 In the event of withdrawal of AWO/Letter of Intent, subsequent claim of bidder for placement of Work Order/signing of contract, shall not be entertained by this office.

**28. SIGNING OF CONTRACT**

**28.1** The issue of Work Order (WO) shall constitute the award of contract on the bidder.

**28.2** Upon the successful bidder furnishing performance security pursuant to Clause 27 of this Section, the Purchaser shall discharge the bid security in pursuant to Clause 12 of this Section, except in case of H-1 bidder, whose EMBG / EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to Clause nos. 24 & 27 of this Section.

**29. ANNULMENT OF AWARD**

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

**30. QUALITY ASSURANCE (QA) REQUIREMENTS – This Clause is not applicable****31. REJECTION OF BIDS**

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

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

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

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

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

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

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

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

31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in

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

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

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

As per Appendix-1 to Section 4 Part A.

33. Clause deleted.

**34. NEAR-RELATIONSHIP CERTIFICATE**

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

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

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

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

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

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

**35. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

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

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

**Note for Tender opening Committee:**

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

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

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



	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of AWO and SD/ PG by H-1bidder within time period specified in AWO.	Forfeiture of EMD.
4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	i) Termination of WO. ii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract	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. 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.
	(a) for amount already paid by BSNL .	
	c) for amount higher than that approved by BSNL for that service.	
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ 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.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the WO.</p> <p>ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</p> <p>iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
10 con-td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note 8:</b> In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
<b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.		

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

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

**1. Evaluation**

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

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

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

Step III: Selection of Successful Bidder

**1.2. Step I - Responsiveness check of Techno-Commercial Bids**

1.2.1. The Techno-Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in Clause4 of DNIT

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

a. Bids that are incomplete i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution as per Clause 5, format for disclosure, valid EMD;

b. Bid not signed by authorized signatory and / or stamped in the manner indicated in this Bid Document;

c. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Qualification Requirements;

d. Information not submitted in formats specified in the Bid Document

e. Bid not providing information/ document to satisfy Qualification Requirements;

f. Bidder not meeting the criteria mentioned in Clause4 of Section 1 DNIT of this Document

g. A Bidder submitting more than one Bid for the same Cluster;

h. Bid validity being less than that required as per Clause 13Section 4A of this Bid Document;

i. Bid being conditional in nature

j. Bid not received (Electronic and offline) by due date and time as specified in Clause 6 of DNIT;

k. More than one Bidding Company using the credentials of the same Parent /Affiliate;

l. Bidder delaying in submission of additional information or clarifications sought by BSNL.

m. Bidder makes any misrepresentation of facts.

n. Bid not accompanied by valid EMD

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

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

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

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

**1.4. Step III – Selection of Successful Bidders**

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

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

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

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



- 1.4.5. It shall not be obligatory on the part of BSNL to furnish any information or explanation for cause of rejection of Bid or part of the Bid. Notwithstanding anything stated above, BSNL reserves the right to assess the credibility, capability and capacity of the bidders and viability of the Proposal to perform the contract should circumstances warrant such an assessment in the overall interest of BSNL and Bidder shall furnish all other required documents to BSNL.
- 1.4.6. BSNL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this Bid Document and make its own judgment regarding the interpretation of the same. In this regard BSNL shall have no liability towards any Bidder and no Bidder shall have any recourse to BSNL with respect to the selection process.
- 1.4.7. BSNL shall evaluate the Bids using the evaluation process specified above, at its sole discretion.
- 1.4.8. BSNL's decision in this regard shall be final and binding.



## Section- 4 Part C

## E-tendering Instructions to Bidders

**General**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

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

For conducting electronic tendering, BSNL, Odisha is using the NIC portal (<http://etenders.gov.in/eprocure/app>).

**1. Broad outline of activities on e-tender portal from Bidders prospective**

- a. Procure a Digital Signature Certificate (DSC)
- b. Register for Electronic Tendering System (ETS) in e-Tender Portal.
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS – Query to BSNL (Optional)
- g. View response to queries posted by BSNL, through addenda.
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- j. Post-TOE Clarification on ETS (Optional)
- k. Respond to BSNL's Post-TOE queries
- l. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technically Responsive Bidders).

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

**2. 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 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>].

**3. Registration**

To use the Electronic Tender portal <http://etenders.gov.in/eprocure/app>, vendor needs to register on the portal (if not already registered). 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.

Pay Annual Registration Fee if applicable.

**Note:** After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact Helpdesk (as given below), to get your registration accepted/activated.

NIC HELPDESK	
Telephone No. (Toll Free)	1800 233 7315
E-Mail I.D.	<a href="mailto:cphp-nic@nic.in">cphp-nic@nic.in</a> (Please mark cc to <a href="mailto:support-nic@ncode.in">support-nic@ncode.in</a> )
BSNL CONTACT DETAILS.	
BSNL's Contact Person	Mr.Sazid Mohammed , AGM(S&M/EB/IT) <i>between 10:30 hrs to 18:00 hrs,O/o GMTD Berhampur</i>
Telephone & Mobile	9437961405
E-mail ID	<a href="mailto:sazid1966@gmail.com">sazid1966@gmail.com</a>

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

Bidders should refer to User Manual for SO (Supplier Organization) in USER GUIDANCE on <http://etenders.gov.in/eprocure/app>.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the

responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

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

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

**NOTE 2:** In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

#### 5. Offline Submissions:

The bidder is requested to submit the following documents offline to AGM (Plg), BSNL, O/o GMTD, Berhampur on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- i. EMD-Bid Security in Original.
- ii. DD/ Bankers cheque against payment of tender fee.
- iii. Power of attorney in accordance with Clause 14.3 of Section-4 Part A.
- iv. Integrity Pact (if applicable).
- v. Sealed pass-phrases

#### 6. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<http://etenders.gov.in/e procure/app>) and go to the User-Guidance Center

**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.

#### 7. Method for submission of bid documents:-

The bid-submission shall be online on CPPP, however, **some documents mentioned in clause**

#### **7.1 are to be submitted physically and offline as follows:**

##### **Online submission:**

S.No	Contentsof1stEnvelope(Techno-CommercialBid)(As applicable)(To be submitted on line)
1	DD/Bankers Cheque for EOI Fee as per DNIT (Scanned copy in case of e-EOI)
2	DD/Bankers Cheque for EMD as per DNIT (Scanned copy in case of e-EOI)
3	Experience Certificate & Turn Over Certificates as per DNIT
4	Bid Document digitally signed
5	Valid MSE Certificate of EOled items, if applicable.
6	Valid PAN No.
7	GST Registration Certificate No or exemption certificate No.
8	Bid Form duly filled
9	Bidder's Profile duly filled
10	Power of Attorney if applicable
11	Declaration regarding no addition/deletion in EOI document
12	Declaration regarding Non Black List anywhere
13	Near relative certificates(s)
14	Article of Memorandum of Association or Partnership deed or Proprietorship deed and Certificate of Registration of Firm.
S.No	Contents of 2nd Envelope (Financial Bid/ BoQ) (To be submitted online)
1	Original Price Schedule (BOQ)

**SECTION-5 Part A**  
**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

**1. APPLICATION**

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

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

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

**4. PERFORMANCE SECURITY**

4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance Work Order/ Lol, within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

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

4.3 The performance security Bond shall be in the form of either FD/DD in favour of AO (Cash), BSNL, O/o GMTD, Berhampur or in form of Bank Guarantee issued by a scheduled Bank in India and in the proforma provided in 'Section-7B of this Bid Document.

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

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

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

**5. PAYMENT TERMS-**

1.1 The bidder should submit the invoice to the officer in-charge of the CSC.

1.2 The bidder will present monthly claims with supporting documents.

1.3 For claim of commission on postpaid new services, Performa Invoice shall be generated by the BSNL IT system based on the business conducted, and successful payment of same by BSNL customer. For new customer or add on/ upgrade of service, the sales commission shall be paid as per S&D policy2018.

1.4 Bill collection for postpaid services shall be through the CBP wallet and for pre-paid services it shall be through the CTOPUP wallet. Commission shall get paid as per BSNL S&D policy 2018.(Subject to future changes).

In case of any clause is not mentioned, prevailing DOT/BSNL rules will apply.

**6. Financial SCHEDULE:**

S. NO	Name of CSC	Monthly amount to be paid to BSNL (in Rs)*

\*Taxes shall be extra as applicable.

7. **Termination for Insolvency:** The BSNL may at any time terminate the Contract by giving written notice to the Vendor, without compensation to Vendor, if the Vendor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue thereafter to the BSNL.

8. **Termination of contract due to non-performance(default) [Exit Clause invoked by BSNL]**

- a) Quarterly targets for sale of SIM, recharge, and new connection shall be assigned based on the average volume of last quarter with an incremental increase up to 10%.
- b) Failure to meet the targets for two successive quarters shall lead to first notice for termination of contract.
- c) On second failure to meet the target for one more quarter, the actual termination of contract shall be done.

9. The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the Vendor, in which event the Vendor shall be entitled to payment for the work done up to the time of such cancellation.
10. In the event of the termination of the contract, the Vendor shall forthwith clear the site of all the Vendor's materials, machinery and equipment's and hand over possession of the work/operation concerned to the BSNL designated officer, within seven days w.e.f. the date of termination.
11. **Issuance of Notice:** The GMTD in-charge of work shall issue **show cause notice** giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress/performance to the Vendor directing the Vendor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the Vendor fails to take corrective action within the stipulated time frame, the GMTD in charge shall submit a draft of final notice along with detailed report to the competent authority who had accepted the contract.
12. The final notice for termination of contract to the Vendor shall expressly state the precise date and time from which the termination would become effective. The following safe guards shall be taken while issuing the final notice.
- During the period of service of notice and its effectiveness, the Vendor should not be allowed to remove from the site any material/equipment belonging to the BSNL.
  - The Vendor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the AGM in-charge of work to be removed with proper records.
  - No reconstruction beneficial to the Vendor shall be allowed.
  - Adequate BSNL security arrangement in replacement of the Vendor watch and ward shall be made forth with Expenses on this account are recoverable from the security deposit or any amount due to the Vendor.
13. **INDEMNITIES:**  
The Vendor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the **BSNL**, its officers and employees and forthwith upon demand and without protect or demur to pay to the **BSNL** any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the **BSNL** may now or at anytime have relative to the work or the Vendor's obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the Vendor or damage to property 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 Vendor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and loses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the **BSNL** arising out of or incidental to or in connection with the operation covered by the Vendor.
14. The Vendor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting acclaim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.
15. **DELAYS IN THE SUPPLIER'S PERFORMANCE- Refer Section-2.**
16. **PENALTY—The GMTD, Berhampur is the final authority to decide the parameters for performances from time to time and take necessary action for penalty.**
17. **FORCE MAJEURE**
- 17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the

deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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

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

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

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

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

#### 19. ARBITRATION

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

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

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

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

- 20.3 Neither party shall appoint its serving employee as arbitrator.

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

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

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

#### 20.8 Fast Track Procedure –

- 20.8.1 Notwithstanding anything contained in this ACT, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their

- dispute resolved by fast track procedure specified in Sub Section (3).
- 20.8.2 The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track Procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- 20.8.3 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Sub-section (1):-
- The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
  - The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
  - An oral hearing may be held only, if all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
  - The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- 20.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- 20.8.5 If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29 A shall apply to the proceedings.
- 20.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- 20.8.7 The arbitral tribunal shall make and publish the award within time stipulated as under:

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

- However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.
- 20.8.8 In case arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.  
In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel / stay and the expenses incurred shall be shared equally by the parties.
- 20.8.9 The Arbitration proceeding shall be held at Circle Office (as the case may be).
- 20.8.10 Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act,1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this Clause.

## 21. SET OFF

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

## 25. COURT JURISDICTION

- 25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

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

## 26. General Guidelines:-

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



**SECTION –5 Part B**  
**SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)**

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

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

The **successful tenderer / contractor shall** be solely responsible for payment and compensation under WC Act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and GMTD Berhampur shall not be responsible in any manner.
- 2.1 The contractor shall obtain / purchase all required insurances and make all safety arrangements required for the labourer engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. BSNL shall not be responsible for any mishap, injury, accident or death of the contractor's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the contractor. No claims in this regard shall be entertained / accepted by the BSNL.
- 2.2 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards / flags and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. Nothing extra shall be paid on this account.
- 2.3 Contractor shall be fully responsible for any damages caused to BSNL / Government/ private /other operators property / Injuries public at large/ loss of life by him or his Labourer in carrying out the work and the same shall be rectified / compensated by the contractor at his own cost.
- 2.4 It will be sole responsibility of the contractor that the men deployed for the purpose of maintenance of the external plant with BSNL are to be trained to avoid any mishap, directly or indirectly.
- 2.5 On account of security considerations or on account of convenience of office staff, there could be some restrictions on the working hours or movement of vehicles for transportation of materials. The contractor shall be bound of follow all such restrictions and just the program for execution accordingly.
- 2.6 The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the tendering authority reserves the right to offer the contract to any other tenderer or any other agency in case of unsatisfactory work at the cost of the contractor and payment will be settled on prorate Basis.
- 2.7 The contractor should engage workers with proven integrity to carry out the contract work. He/His worker should vacate premises after the completion of contract work.
- 2.8 The contractor shall be solely responsible for payment and compensation under WC act 1923 as in force from time to time applicable in the event of accident causing injury/death to his workers and PGM SSA shall not involve in any manner.
- 2.9 **No documents, towards compliance of aforesaid requirements, will be required to be submitted by bidder to BSNL paying authority for settlement of their payment invoices but the contractor must comply all requirements as per applicable Law/ Acts etc.**
- 2.10 The decision of GMTD Berhampur on any matter connected to this tender is final & binding on bidder.

\*\*\*\*\*



**SECTION –5 Part C**  
**(Other Conditions of contract)**

1. In the event of any damage or loss of material while in possession of the Vendor, recovery will be made from the Vendor to the extent of damage/loss as the case may be, at the rates decided by the ,GMTD BSNL, Berhampur.
2. The GMTD BSNL, Berhampur at his discretion on furnishing of genuine and sufficient grounds for delay in the work by the Vendor may waive off the imposition of liquidated damage charges or reduce the amount of such charges.
3. The Vendor will be responsible for any accident and any hazards, which may occur while carrying out the specified work. The compensation to the effected person will be the responsibility of the Vendor in such eventualities.
4. TheBSNLwillnotresponsibleinanywayforanydisputearisingasaresultofcontraventionof prevailing labour laws for which responsibility will lie on Vendor.
5. The Bidder will comply with the provisions of the contract labour "regulation & abolition 26 Act 1970 "and contract labour rules 1971 and minimum wages act and rules thereof, Central and State Governments.Vendorshallalsoapplytothelabourenforcementofficerand/ortheAsstt.Labour Commissioner for registration and for obtaining labour licenses and shall obtain labour license with in a period of 15 days of signing the agreement & before the commencement of the work and continue tohavevalidlicenseuntilthecompletionofthework,asapplicable,asperrules.
6. The Vendor shall be responsible for providing all statutory benefits to the personnel employed by him including off day after 6 days work & national holidays, PF, ESI etc & the documentary proof of the same has to be submitted with bill.
7. The Vendor shall be solely responsible for compliance of various statutory obligation(including the financial liability) under the contract labour (Regulation & Abolition Act), minimum wages act, work man compensation act & other law& rules as applicable from time to time.
8. The Manpower deployed by the Vendor for providing the service to do specified work will have no claim whatsoever for absorption in BSNL later on. Acceptance of EOI for engagement of aforesaid work shall not entitle the Vendor or anybody employed by him for the purpose for future absorption/employment in the BSNL. As it is just casual work and contract can be terminated at any time without assigning any reason whatsoever.
9. GMTD, BSNL, Berhampur reserves the right to suspend any schedule of work temporarily or permanently.Thequantityofworkcanalsobeincreasedordecreasedasperrequirement.
10. If the Vendor refuses to accept the work order after having accepted the EOI or does not provide the services properly, BSNL reserve the right to get the work done through other agencies even at higher rates & difference of the cost will be deducted from the Vendor s" pending bill or security deposit as the case maybe.
11. GMTD,BSNL, Berhampur reserve the right to get these specified works done departmentally or throughanyotheragency.ThecostsoincurredshallberecoveredfromtheVendor.
12. Ifthereisanytheftorbreakageofanystore/equipment/itemsetc.bytheVendors"workman,itwill be the responsibility of the Vendor who will pay to the office of GMTD, BSNL, Berhampur the amount of loss suffered due to above.
13. Conditional EOIs which propose any alterations in specified items or in the item Schedule or which contain any other condition of any sort shall be summarily rejected.
14. The BSNL shall not be responsible for any Injury/Temporary disability/Permanent disability/Death suffered by the work of the Vendor while performing his duty.
15. Control of personnel: The control of the person deputed will be the entire responsibility of the Bidder.
16. Income Tax or any other tax at the prevailing rates will be deducted from the bill of the Vendor. Any other statutory Tax or levies introduced by the Odisha Govt./Govt. of India shall be borne by the Vendor.

**SECTION-6  
UNDERTAKING & DECLARATION**

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

**a) Certified that:**

1. I/ We ..... have read, understood and agree with all the terms and conditions included in the tender documents & offer to execute the work as per tender terms & conditions (without any deviation) and at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/Performance linked Security Deposit/PBG deposited by us will stand forfeited to the BSNL.

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

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

Date: .....

.....  
Signature of Tenderer

Place: .....

Name of Tenderer  
Along with date & Seal

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

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

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

Signature of the tenderer  
With date and seal

OR

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

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

Note:- The Certificate should be signed by individual /all the Directors of the Company /all the partners of Firm

**SECTION- 7**  
**PROFORMAS (Sample Copy)**

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

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

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

Whereas M/s ..... having registered office at .....  
..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of  
Rs. ..../- (hereafter known as the "B. G. Amount") valid up to ...../...../ 20..... (here after known as the  
"Validity date") in favour of ..... (Hereafter referred to as BSNL) for participation in the  
tender of work of ..... vide tender no. ....

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under 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) BSNL ....." payable at .....

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 .....

**(B) For the Performance Guarantee (Sample Copy)**

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

Dated:.....

**Sub: Performance guarantee.**

Whereas .....(hereafter referred to as BSNL) has issued an AWO no. .... Dated ...../...../20.... awarding the work of ..... to M/s ..... R/o ..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of .....of Rs. ..../- (hereafter referred to as "P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date")

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

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

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

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

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

6. Notwithstanding anything herein contained ;  
(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.  
(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

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

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

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....  
Fax numbers .....

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

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

**Subject:** Authorization for attending Bid opening

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

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

.....  
Signature of the Representative

Signature of Bidder/ Officer authorized to sign  
on behalf of the Bidder

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

**SECTION- 8**  
**Bidder's profile & Questionnaire.**  
 Tenderer / Bidder's Profile & Questionnaire  
 (To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

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

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

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

**B) Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the specification?  
Yes/ No.
- 1.1 If Yes, Give details .....
2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.
- 2.1 If Yes, Give details.....
3. Suggestion for improvement of the tender document.  
.....

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....



SECTION-9 Part-A

BID FORM

To

From,

.....

.....

<complete address of the purchaser>

<complete address of the Bidder>

.....

.....

.....

.....

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

Ref:Your Tender Enquiry No. ....dated .....

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

2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

3. We agree to abide by this Bid for a period of **150days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.

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

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

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

7. Until a formal Purchase/ 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.

Dated: ..... day of ..... 2020

Signature .....

Witness

Name .....

Signature.....

In the capacity of .....

Name .....

Duly authorized to sign the bid for and on

Address .....

behalf of .....

**SECTION 9 PART-B**  
**Financial Bid/ BOQ Schedule:**

**Annexure-I**

**Detail information of Participation in EOI for Expression of Interest (Eoi) for Operation and Maintenance of BSNL CSC of BSNL Berhampur SSA.**

CSC NAME	CSC Category	EMD (In Rs.)	EOI form cost Rs. (Non-refundable) including 18% GST	Participating for EOI CSC YES / NO
Telephone Bhawan,Berhampur	1	100000/-	1180/-	
Paralakhemundi	2	75000/-	1180/-	
Chatrapur	2	75000/-	1180/-	
Aska	3	10000/-	1180/-	
Bhanjanagar	3	10000/-	1180/-	
Digapahandi	3	10000/-	1180/-	

1. The bidder is compulsorily required to fill above information and submit it with Off-line document.
2. The bidder is required to fill the Financial Bid/BOQ accordingly for the participating EOI for CSCs as per the given above information.
3. Rate quoted in the Financial Bid/ BOQ will be only considered for CSC wise evaluation as per the above information.
4. If there is any mismatch in rate quoted for participating EOI in Financial Bid/BOQ the above given information will be considered for evaluation of CSC that will be binding to all.
5. The ambiguous information between the rate quoted in Financial Bid/BOQ and the above information in Annexure- I, the Bid is liable to reject for particular CSC bid. Further the decision of GMTD, Berhampur is full and final bidding to all.
6. Bidder is clearly required to mention Yes/No for Every participating/ non-participating CSCs EOI. If in the above information for particular CSC is "Yes" and rate quoted in Financial Bid/BOQ is "Zero" it will be treated as participation at the Rs "Zero". In case if bidder quote rate "Zero" in Financial Bid/BOQ and this.

Annexure-I kept blank than it will be treated as non-participation of that particular CSC EOI.

EOI Inviting Authority: GMTD BSNL, Berhampur

**Name of Work: e-EOI for outsourcing of Operation and Maintenance of CSCs of Berhampur SSA**

Name of the Bidder/  
Bidding Firm /  
Company :

**PRICE SCHEDULE**

(DOMESTIC EOIS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns else the bidder is liable to be rejected for this EOI. Bidders are allowed to enter the Bidder Name and Values only)(The highest bid among the eligible bidders for each CSC shall be awarded the work for that CSC)

NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
SL. NO.	ITEM DESCRIPTION (Name of CSC with category (BERHAMPURSSA)	QUOTED CURRENCY IN INR / OTHER CURRENCY	TOTAL AMT TO BE PAID TO BSNL PER MONTH (EXCLUDING TAXES)	TOTAL AMT TO BE PAID TO BSNL PER MONTH (INCLUDING TAXES)	TOTAL AMOUNT IN WORDS
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1	Telephone Bhawan,Berhampur	INR			
2	Paralakhemundi	INR			
3	Chatrapur	INR			
4	Aska	INR			
5	Bhanjanagar	INR			
6	Digapahandi	INR			

1. GST will be extra as applicable.

ONLINE FINANCIAL BID FORMAT (PRICE IS TO BE SUBMITTED THROUGH ONLINE MODE {E-EOIING} ONLY)

**ANNEXURE - 1  
DEED OF INDEMNITY**

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

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

**TO AND IN FAVOUR OF**

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

**WHEREAS**

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

**NOW THIS DEED OF WITNESSETH AS FOLLOWS:**

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

**(Authorized Signatory)**

**Date:**

**Place:**

**<< Name of the Bidder >>**

**Witness 1:**

**Witness 2:**

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

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

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

Sl. No.	DOCUMENTS	Submitted / Not Submitted (If Not Applicable, reason in brief)
1	Cost of the tender document (₹___/-) or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
2	Bid Security in the form of Bank Guarantee for ₹___/- valid up to 180 days from the date of tender opening. Or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSME certificate must be the same. The enlistment certificate issued by MSME should be valid on the date of opening of tender.	
3	Scanned copy of <b>Bid Form in Section-9 Part A</b> and <b>Price Schedule in Section-9 Part B</b> duly filled up and signed.	
4	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
5	Scanned copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per Clause no. <b>14.3 of Section-4 Part A</b> .	
6	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
7	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
8	Scanned copy of Credentials regarding experience as per clause 4.2	
9	Scanned copy of Documents related to financial capabilities of the bidder as per clause 4.3	
10	Scanned copy of 'No Deviation' statement or Clause-by-Clause compliance statement pursuant to <b>Clause 11.2 (a) of Section-4 Part A</b> .	
11	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
12	Scanned copy of Near Relationship Certificate as per <b>Section 6 Part (B)</b>	
13	Declaration that the firm is not black listed by GST Authorities agreement as per clause 4.1.2 of Section -1	
14	Letter of Authorization to attend Bid opening event	
15	Valid PAN Card	
16	Valid Goods and Services Tax Registration Certificate(s)	
17	Indemnity as per <b>Clause-4.1.2 of Section -1</b> .	
18	Undertaking and Declaration as per <b>Section-6 Part A</b> duly filled up and signed	
19	Scanned copy of attestation of the specimen signature of the authorized by the Bank as per <b>Clause 14.3 Section -4 Part A</b> .	
20	Bidder's Profile & Questionnaire as per <b>Section-8</b> duly filled up and signed.	
21	Indemnity Bond as per Annexure-1.	
22	Any other supporting documents asked for in bid document.	
23	This Check list	

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

.....

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

Date:.....

**Annexure-3**

**(Format of undertaking/declaration to be given by the existing/past vendors of BSNL Odisha Circle towards EMD/BID Security Adjustment from pending bills)**

To  
The GMTD, Berhampur

Ref: NIT No. N-42/20-21 Dated:21.04.2020

Name of work: **e-EOI Document for "Expression of Interest (EOI) for Operation and Maintenance of BSNL CSC of BSNL Berhampur Telecom District**

SUB: DECLARATION-CUM-UNDERTAKING FOR EMD/BID SECURITY OF ZONE No. \_\_\_\_\_

Sir,

I am submitting the following undertaking/declaration towards EMD/Bid Security adjustment from my pending bills at your end.

**DECLARATION-CUM-UNDERTAKING FOR EMD/BID SECURITY**

1) I/We.....do hereby submit an unqualified and unconditional declaration cum undertaking that, I am a contractor of BSNL, Odisha Circle, Berhampur (Vendor Code.....) from .....to ..... of SSA .....

2) That, I have not received payment from BSNL Odisha Circle amounting Rs.....(Rupees.....) against the submitted bills for different works carried out for BSNL and bills were duly passed for payment and the payment in all respect is overdue for over 90 days as on the date of publication of NIT. (Supporting documents duly attested/certified by the concerned Accounts Officer (BSNL) of the BA/SSA are to be enclosed.)

3) That, I request you to consider an amount of Rs ..... (Rupees .....) equivalent to EMD/BID security of zone no..... of NIT No. .... which may be retained out of the outstanding towards EMD/BID security without any interest or other liability on BSNL for the same tenure (180 days) and terms and conditions of EMD/BID security for NIT No.....

4) That, if I will be successful in the tender, I will submit Performance Security Guarantee Bond as per tender norms. If I will not submit Performance Security Guarantee Bond, my EMD/BID security amount will be forfeited by BSNL and I will not claim it in future.

**Signature of the bidder with seal  
Name of the Bidder**

**Annexure-4**  
**MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH**  
**ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER**

To

The General Manager Telecom District,  
BSNL, Berhampur.

Sir,

Kindly pay any amount due to us to our Bank Account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and oblige.

*VENDOR CODE (BSNL)	
NAME OF THE CONTRACTOR/FIRM	

\* If not available then fill up the below mention form.

SI No	Item	Details
1	NAME OF THE CONTRACTOR	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	NATURE OF ACCOUNT CA/SB/CC	
5	ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

DATE: \_\_\_\_\_

SIGNATURE OF SUPPLIER/BIDDER \_\_\_\_\_

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our records.

SIGNATURE OF MANAGER \_\_\_\_\_

WITH BANK SEAL AND DATE

Tel No: \_\_\_\_\_

Fax No:.....

Original copy signed by Bank Officer with seal to be submitted.

**N.B.:- The bidder(s) who has/have already vendor code under BSNL Odisha Circle need not to fill up**





**Excise Details:**

Excise reg. no.	:	
Excise Range	:	
Excise Division	:	
Excise Commissionerate	:	

**Payment Transaction/Bank Details:**

Bank Country	:	
Bank Name	:	
Bank Address	:	
Bank A/c No	:	
Bank IFSC	:	
Account holder's Name	:	
Type of Account	:	Savings(10) <input type="checkbox"/> Current(11) <input type="checkbox"/>
SWIFT Code (for Foreign Vendors)	:	
IBAN (for Foreign Vendors)	:	

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

**Industry Status:**

Micro/ SSI Status : Yes  No

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

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

**Company / Vendor Authorized Signatory / Designation                      Date:                      Company Seal**

**(For Office Use)**

Vendor Account Group :		Payment Method :	
TDS Type - Invoice :		TDS Code - Invoice :	

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

**SECTION XII  
FAQ**

Note: The above Clarifications (as per FAQs) will be part of tender.

Q No.1: Evaluation criteria may be clarified for bidder who quotes the same bid amount in EOI.

Ans: Through reverse auction as per procurement manual

Q.No.2: Retail chain ie. Franchisee of the other Telecom Service Provider shall be restricted to participate in the bid/EOI.

Ans: Yes only BSNL franchisees are entitled as per clause 4 in eligibility criteria

Q No.3 Bidder shall be restricted to use CSC and shall not extend services using CSCS

Ans: All activities to be done through CSC is already defined. Only BSNL products and services are to be sold from CSC

Q No 4: Along with the BSNL Franchisees/RD TIPs/channel partners with at least 1 year of experience may also be allowed to participate in the EO/bid for CSCs as they are FTTH (CFA) business

Ans: Not agreed, however they can participate if they are eligible otherwise there is no bar

Q.No. 5: BA/SSA-wise EOI may be considered for different type of CSCs namely Category Category-II & Category-III instead of Circle-wise EOI

Ans: The evaluation is to be done for each CSC as H1 bidder and not package so circle may decide the method of floating EOI, but it is preferred that one EOI is floated and bidder is free to bid for one or any number of CSC in the EOI

Q No.6 Whether separate user credentials will be created for bidder or the existing CSC user credentials are to be used for system like Sanchar Soft ,Kenan FX ,Minsat etc

Ans: Suitable login arrangements will be available for bidder as user

Q No.7 Non commercial transactions made by bidder should include change of billing address change of mobile No GSTIN update change of plan 5% rebate to Govt employees etc

Ans: All transactions available through system are part of Rs.2/- per transaction payments

Q.No.8 Specification of high speed BB/FTTH plan that is to be provided in CSC

Ans: Suitable plan will be intimated

Q.No.9 Penalty imposed by UIDAI for wrong Aadhaar Generation / wrong Demographic Biometric updation is to be passed on the bidder

Ans: Yes, it should be incorporated in the EOI

Q.No.10 Uniform dress code for bidder staff working at CSC on PAN India basis for proper market image of BSNL

Ans: Not mandatory

Q No 11 Turnover for Franchisees/RD (CM-CFA integrated) can be reduced to 30 lakhs instead of 50 lakhs from BSNL business during last 3 years for their eligibility and better competition during bidding

Ans: Not agreed

Q No. 12 Initial duration of contract can be for 2 year which can be further extended for 1 year based on bidder performance under same terms and conditions

Ans: Not agreed

QNo. 13 Issue of address/Advice Note of PRUBRI in accordance with the approval of competent authorities

Ans. All circuits booking shall be done in BSNL owned CSCS

Q No 14 Please allow sale of product like ONU ONT Adapter Other product as approved by SSA time to time

Ans Not agreed other methods will suitably be intimated in due course.

Q No.15 For Bill Collection Recharge E-mitra kiosks model shall also be accepted

Ans: In no CSC, the hybrid arrangement shall be implemented having both BSNL staff and outsourced arrangement of manning in any BA/SSA

QNo. 16: On UIDAI Rate GST will be extra

Ans: As per UIDAI rate guideline

Q.No.17: BSNL TIP shall also be treated as BSNL Franchisee for eligibility

Ans: Not agreed

Q No 18 PBG shall return to the vendor once he do capex investment at CSC for Improvement of CSC of similar or higher amount

Ans: Not agreed

Q No.19 Termination of contract should be linked with non-performance like not attending the customers as SIM sale and Recharge may depend upon market conditions

Ans : As per policy guidelines

A Eligibility Criteria

Q No.20 a Clause 4- may be modified as

a 1 For cat-3 CSCS- All existing Franchisees/Rd/DSA/BSNL Exclusive LCO ate eligible and do not need any more eligibility criteria as mentioned in clause 4

Ans: Not agreed

B Selection Criteria

Q No 21: Following may be added

a. Priority will be given to Franchise of the respective territory Next preference to DSA/RD, BSNL exclusive LCO, in the order of preference as per the average revenue generated during the last 6 months

b. In the absence of EO fro Franchisee the best performing (based on revenue performance for the last six months) DSA/RD will be selected

c. Further i DSAIRD also is absent best performing (based on revenue performance for the last six months) BSNL exclusive LCO will be selected

Ans: Not agreed

C. Clause 6 - May be modified

Q.No 22: The bidder shall have to pay bid Security of Rs 1 lakh for Cat 1 & Cat-2 CSCs and Rs 5000/- for Cat-3 CSCs per CSC

Ans: Amendment for bid security is being issued

Q.No 23. The successful bidder shall have to pay PBG of Rs 10000 for Cat 3 CSC and all other conditions remain the same

Ans: Existing Franchisee exempted from additional PBG (over & above bid security which will be converted to PBG). provided the existing PBG taken under S&D policy is higher than the required PBG as per CSC policy and C-top up balance is not issued against cheques (against PBG of S&D policy)

Q.No 24 Sale of Telecom products (MONTICOPE/EPBT/Wifi Router/ADSL Modem/Data Dongle/set top box/Laptops Mobile handsets) for the convenience of BSNL customers shall be allowed

Ans Not agreed

Q No 25: Also for handing over of AEks to the bidder, necessary guidelines may be issued on security of AEKS restricted data access by third party penalty to the bidder in case of malpractice may be communicated immediately The bidder shall be made sole responsible for Aadhaar related activities and he/she will indemnity BSNL in all legal/violation of Govt of India guidelines on the subject

Ans: EKS shall be operated by operators hired on contract by the bidder through a manpower hiring agency approved/empanelled by UIDAI Any penalty by UIDAI will be passed on to the bidder.