



भारत संचार निगम लिमिटेड
BHARAT SANCHAR NIGAM LIMITED
मुख्य महाप्रबंधक दूरसंचार कार्यालय,
OFFICE OF THE CHIEF GENERAL MANAGER TELECOM
कर्नाटक सर्किल, बेंगलूर-560008
KARNATAKA CIRCLE, Bangaluru-560008.
www.karnataka.bsnl.co.in, E-mail id: agmmmsecktk1@gmail.com

E-Tender Document No : KTKCO-19/14(12)/2/2023-CM OPN/1 DATED 12-05-2023

**कर्नाटक दूरसंचार परिमंडल में मोबाइल सेवाओं में
आरएफ पुनर्नियोजन कार्यों के लिए ई-निविदा**
E-TENDER DOCUMENT FOR RF
redeployment works in Mobile
Services in Karnataka Telecom
Circle

बोली प्रस्तुति का अंतिम तारीख और समय Last Bid Submission Date and Time	Before 17:30 Hrs of 02.06.2023
बोली खोलने का अंतिम तारीख और समय Bid Opening Date and Time	05.06.2023 at 11:00 Hrs
निविदा दस्तावेज़ का मूल्य Cost of Tender Document	Rs. 2360/-

मुख्य महाप्रबंधक दूरसंचार कार्यालय/ OFFICE OF THE CHIEF GENERAL MANAGER TELECOM
कर्नाटक परिमंडल, हलसूरु, बेंगलूर
Karnataka Circle, Halasuru, BANGALORE- 560008.
दूरभाष/Phone: 9449017027
ई-मेल/e-Mail Id: agmmmsecktk1@gmail.com

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o Principal General Manager(CM), Mobile services,
Annexe Building, Karnataka Telecom Circle
No.1 Swamy Vivekananda Road, Halasuru, Bengaluru-560008

From

AGM (MM)
O/o CGMT,
Karnataka Telecom Circle, ,
Halasuru, Bengaluru-560008

To,

.....

No KTKCO-19/14(12)/2/2023-CM OPN /1 DATED 12-05-2023

**Sub: - e- Tender Documents for the RF redeployment works in Mobile
Services in Karnataka Telecom Circle**

E - Tender Enquiry No KTKCO-19/14(12)/2/2023-CM OPN /1 DATED 12-05-2023

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

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Read, understood and complied
Signature of the bidder

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If interested, kindly submit your Bid offers online on or before date & time specified in Detailed NIT Section 1.

AGM (MM)
O/o CGMT,
Karnataka Telecom Circle
Halasuru, Bengaluru-560008

SECTION-1 PART A
DETAILED NOTICE INVITING TENDER (DNIT)
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Karnataka Telecom Circle,
O/o CGMT Bengaluru- 560008

No **KTKCO-19/14(12)/2/2023-CM OPN/1** DATED 12-05-2023

1.

Notice Inviting E-tender
(THROUGH E-ETENDERING MODE)

Digitally sealed E-Tender is invited by Chief General Manager, Karnataka Telecom Circle, Bengaluru -08 for RF redeployment works in Mobile service in Karnataka Telecom Circle area from eligible bidders. The interested registered Indian agencies/firms/companies can visit our website www.karnataka.bsnl.co.in or <https://etenders.gov.in/eprocure/app> for E-Tenders by BSNL. Contact No : 9449017027

Sd/-
AGM (MM)
Halasuru Bangalore-8

Name of the Item	E-TENDER FOR THE REDEPLOYMENT WORKS IN MOBILE SERVICES, KARNATAKA TELECOM CIRCLE	
Tender Notice No. / Date	No <u>KTKCO-19/14(12)/2/2023-CM OPN/1</u> DATED 12-05-2023	
Estimated Quantity	<i>As per section 3 Part C Clause 7</i>	
Approximate Estimated Cost of Tender	Rs. 1,61,15,000.00/- (inclusive of GST)	
Amount of Total Bid Security /EMD (in ₹.), rounded to nearest 100.	Rs. 3,22,300.00	
Cost of Tender document (in ₹)	₹: 2360/- [₹2000/- +18% GST ₹360/-] (Non Refundable)	
Online Tender Document Availability for Downloading	From 17:30 Hrs on 12-05-2023 to 17:25 Hrs on 02-06-2023 .	Online Tender Document Availability for Downloading
Date of Submission/ Opening of E-BID.	ONLINE SUBMISSION OF BID From 17:30 Hrs on 12-05-2023 to 17:30 Hrs on 02-06-2023	ONLINE OPENING (Tech. Coml. Bid) At 11:00 Hrs. on 05-06-2023
Last date for seeking Clarification if any by Bidder	Up to 17:30 Hrs on 26-05-2023	

Note-1: The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of +25 % to -25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

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Read, understood and complied
Signature of the bidder

Note 2: 25 % of the Estimated Quantity/requirement in this tender Enquiry is earmarked for service from the eligible Micro & Small Enterprises (MSEs) having URN(Udyam Registration Number). The above earmarked 25 % of quantity includes 3% reservation for women owned MSEs and also includes a subtarget of 5% procurement from the MSEs owned by SC/ST entrepreneurs as described vide the DPE OM No PP-7(4)/2007-Fin dated 14.11.2018 & DPE OM No DPE-7(4)/2007-Fin Dated 08-01-2019 respectively. However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders..

2. Purchase of Tender Document: Tender document can be obtained by downloading it from the websites www.etenders.gov.in/eprocure/app and www.karnataka.bsnl.co.in following 'Link for E-tenders by BSNL'

2.1. The bidders downloading the tender document are required to submit the tender fee amount (₹:2360/- including GST at 18%) through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened / rejected. The DD/ banker's cheque shall be drawn from any Nationalized / Scheduled Bank in favour of "AO(Cash), O/o CGMT, BSNL, Bengaluru-08 and payable at Bengaluru.

2.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item as per Section 4 Part A Clause 37.1.

3. Availability of tender Document: The tender document shall be available for downloading from 12-05-2023 from 17:30 Hrs onwards up to 02-06-2023 up to 17-25 Hrs. The closure time/date of downloading of tender document (by bidder) from the e-tender portal will be 05 minutes before the last time/date of bid submission.

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

Note : Deleted

4. ELIGIBILITY CRITERIA:

The following conditions must be fulfilled by the bidder to be eligible for this tender

- a.** The firm/company must be an Indian registered Company under Companies Act 1956 / 2013 or an LLP (Limited Liability Partnership) or a Firm registered under applicable Acts. The firm /company shall have valid registration certificate under contract labour (R&A) act 1970, or any other applicable labour Act..
- b.** The firm/company should have partnership deed in case of partnership firm and power of attorney to the representative of the firm/company. The Bidder should have Certificate of incorporation, Articles of Association and Memorandum of association.
- c.** The firm/company should have no dues to be paid to law enforcement authorities like EPF/ESI and the firm/company should not have violated labour R&A act 1970

amended from time to time. In this respect the firm/company shall submit declaration as per **Annexure 1.(if applicable)**

- d. The bidder must have minimum of two years' experience , for the years 2020-21 and 2021-22 in GSM/CDMA RF works, field experience in BSNL/MTNL or with any of the other Telecom operators OR any other infrastructure providers to mobile operators and the experience certificate may be produced in this regard. The Tenderer's credentials regarding experience in carrying out similar works to Government/Semi Govt. or other reputed Corporate establishments should accompany the Tender in proper letter heads.
- e. The bidder shall furnish **latest annual report** showing minimum annual turnover of **30%** of annual estimated cost of tender, during each of the consecutive financial years 2020-21 and 2021-22 from telecom business /or a certificate from its bankers as evidence that he has financial capability to perform any contract of the value to the extent of the above mentioned Turn Over. *The bidder shall furnish audited annual report for the previous two years ie, 2020-21 and 2021-22 or IT returns for the financial years 2020-21 and 2021-22 or a certificate from its bankers to assess its solvency/financial capability*
- f. The bidder must have a valid PAN.
- g. The bidder must have a valid ESI and EPF registration, if applicable.
- h. Valid Goods and Services Tax Registration Certificate No(s).
- i. A self-declaration along with the evidence that the bidder is not black listed by GST authorities/Central Govt./State Govt./PSU.
- j. "The contractor shall indemnify that in the event of black-listing by BSNL during the tenure of the contract, the contractor shall reimburse the loss of Input Tax Credit due to failure of the contractor. The Contractor shall also indemnify that BSNL has got the right to recover input tax credit loss suffered by it due to mis declaration on invoice by the Contractor..
- k. In case of multiple GST numbers, all the numbers can be provided as Annexure
- l. Bidder must submit duly filled Bidder's profile as per section 8
- m. Copy of valid labour license under Labour (Regulation and Abolition) Act 1970, or any other applicable labour Act.
- n. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority as per OM N.6/18/2019-PPD dated 23rd July, 2020 & 24th July, 2020 from Department of Expenditure, imposing restrictions under Rule144 (xi) of the General Financial Rules (GFRs) 2017 on the grounds of Defense of India and National Security for information and compliance. (Pl refer the Department of Expenditure OM No: 6/18/2019-PPD dated 23rd July, 2020 & 24th July, 2020 for more details. Bidders complying this order in all respect only will be considered for placing orders. Non compliance of this order will result in rejection of bid at evaluation stage itself.) An undertaking is to be submitted by the bidder on the Bidder Company's letterhead (in Original) as per the proforma at ANNEXURE-5 (Available at the end of this Document).
- o. Relaxation of Norms for startups (whether MSE or Otherwise) is incorporated in this tender complied to DPE OM No DPE/7(4)/2017-Fin. Dated 08.11.2016 issued by Ministry of Heavy Industries and Public Enterprises. The Start-ups should have a minimum annual turnover of at least 15% of annual estimated cost of tender for any one year(2019-2020, 2020-21 or 2021-22). Turnover certificate from Chartered Accountant showing the turnover along with Supporting profit & loss statements certified by CA may be submitted. The Start-ups should also have a minimum of one year (2019-20 ,2020-21 or 2021-22) experience in providing similar/ related works as in section 3 for any telecom operator in India and the Experience Certificate to be submitted.
- p. Indemnity bond declaration for indemnifying BSNL against any non-compliance by

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Read, understood and complied
Signature of the bidder

bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-9.

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

5. Bid Security / EMD:

A. 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 CGMT, and payable at Bangalore.
- b) Bank Guarantee(s) from a Scheduled/Nationalized Bank in India, drawn in favour of DGM(MM), BSNL, O/o CGMT, and payable at Bangalore which should be valid for 210 days (i.e. one month above the offer/bid validity period) from the tender opening date.

(The MSE units shall be exempted from submission of Bid Security deposit and requisite proof in respect of valid certification (valid on the date of opening of the tender) from MSME as per Section 4 Part A Clause 37.1 to be submitted.

6 CONCESSIONS TO MSE UNITS

6.1 The guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the BSNL (Corporate Office) and it has been decided that these units shall be allowed the following concessions. " Micro and Small Enterprises(MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number)issued from MSME, in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN Certificate should broadly cover the Equipment/Services offered in Tender"

6.2 Supply of Tender Documents

The tender documents shall be issued to MSE bidders free of cost provided the tendered item is listed in the Registration Certificate of MSE.

6.3 Exemption from payment of Bid Security deposit /Earnest Money Deposit

The MSE units registered with bodies as detailed in para 6.1 above shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSE.

- a) A proof regarding current registration with bodies as detailed in para 6.1 above for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by bodies as detailed in para 6.1 should be current & valid on the date of opening of bid.

6.4 Bank details of BSNL for BG submission: (GST Details of Purchaser at Annexure-6)

Name & address of the Bank	Union Bank of India, Bangalore- Cantonment Branch
Account No.	510101004485660
IFSC /RTGS Code	UBIN0533114
Account Type	Current
Name and address of account holder	: AO(Cash), O/o CGM(T), BSNL Karnataka, Halasuru, Bangalore-08.

Note 4. Deleted

7. Date & Time of Online Submission of Tender bids: As per DNIT table.

Note 5:- In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

8. Online Opening of Tender Bids: As per DNIT table.

9. Place of opening of Tender bids:

9.1 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (POTOE) from the comfort of their offices. Kindly refer Clause 8 of Section 5 Part B of Tender Document for further instructions.

9.2 In addition authorized representatives of bidders (i.e. Vendor organization) can attend the TOE in the chamber of AGM(MM), Room No.123, O/o CGMT, BSNL, Karnataka Telecom Circle, No. 1 Swamy Vivekananda Road, Halasuru, Bengaluru-560008, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (POTOE).

10 Tender bids received after due time & date will not be accepted.

11. The offers of the bidders whose online process of bidding (Tender Download process) are incomplete, they will not be considered and will not be available for opening process. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

12. CGMT, BSNL, Karnataka, Bengaluru-08, reserves the right to accept or reject any or all tender bids without assigning any reason. CGMT, BSNL, Karnataka, Bengaluru-08 is not bound to accept the lowest tender.

13. The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website www.karnataka.bsnl.co.in following 'Link for E-tenders by BSNL'

13.1 In case of any correction / addition / alteration / omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

Note -6: - All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note -7: All computer generated documents should be duly signed/attested by the issuing bidder / Vendor organisation.

14. All the documents required as per the tender document are to be self-attested by Authorized signatory are to be uploaded in portal. The documents mentioned in Section 2- Clause 3 a & b and Power of Attorney are only to be submitted in original, Deviation will lead to rejection of bids.

Section – 1 Part B

N.I.T

BHARAT SANCHAR NIGAM LIMITED
O/o CGMT, Karnataka Telecom Circle,
No 1 , Swami Vivekananda Road, Halasuru Bangalore-560008.
NOTICE INVITING TENDER

Tender Enquiry **KTKCO-19/14(12)/2/2023-CM OPN/1** **DATED 12.05.2023**

Digitally sealed E-Tender is invited by Chief General Manager, Karnataka Telecom Circle, Bengaluru -08 for RF redeployment works in Mobile service in Karnataka Telecom Circle area from eligible bidders. The interested registered Indian agencies/firms/companies can visit our website www.karnataka.bsnl.co.in or <https://etenders.gov.in/e procure/app> for E-Tenders by BSNL .

Name of the item	Quantity	Estimated Cost
RF redeployment works in Mobile service in Karnataka Telecom Circle	As per list given vide Section 3 PART C.	Rs. 1,61,15,000.00/- (inclusive of GST)

Last Date of receipt of tender bids: 02.06.2023 up to 17-30 Hrs.

Tender Opening date and Time : 05-06-2023 at 11-00 Hrs.

For further detailed information, kindly visit websites: www.etenders.gov.in or www.karnataka.bsnl.co.in

AGM (MM)
O/o CGMT,
Karnataka Telecom Circle
Halasuru, Bengaluru-560008
Ph: 9449017027
agmmmsec1ktk@gmail.com

SECTION-2

Tender Information

1. Type of tender:

- a) No. of Bid Submission Stages for tender: Single Stage.
- b) No. of Envelopes for submission of Bids: Two Envelope.
(Opening stages)

Note 1:- In case of 1(b) above, the bidder shall submit Techno-commercial & Financial bid simultaneously

Note 2: The techno-commercial bid to be submitted in separate envelope & financial bid in separate envelope. The Techno commercial bid will be opened on the date of tender opening given in NIT and Financial bids of those eligible bidders whose Technical bid has been qualified will be opened on later date with intimation to the eligible bidders.

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

Validity of bid Offer

Note: In case, the date of opening of the Tender is postponed due to any reason and the bidder has already prepared BG towards Bid Security, in such cases, BG validity as per earlier Tender opening date would be acceptable at the time of bid opening and the same should be extended by the bidder covering the shortfall period w.r.t. the actual opening date

3. This Tender is invited under Single Stage two envelopes system. The first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility/Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents: -

a) Techno-commercial envelope shall contain :-

i)EMD

ii) Cost of the tender documents i.e. tender fee.

iii) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 and 5 of the Detailed NIT i.e. Section-1 Part A

iv) Power of Attorney& authorization for executing the power of Attorney in accordance with Clause 14.3 of Section 4 Part A.

v) Attestation of the specimen signatures of such authorized signatory by the Company's/firm's bankers shall be furnished.

vi) Integrity Pact in Proforma duly filled & signed -Not applicable.

vii) Clause by Clause compliance as per Clause 11.1© of Section-4 Part A.

viii) Bidder's Profile & Questionnaire duly filled & signed-Section-8.

ix) No-Near Relation Certificate duly filled & signed-section 6B

x) Undertaking & declaration duly filled & signed-Section-6 A

xi) Documents stated in Clause 10 of Section-4 Part A.

xii) Tender documents duly signed on all pages for having read it & accepted.

xiii) Tender/Bid form-Section 9A

xiv) Electronic Form-Technical.

xv) Copy of Valid PAN card, GST Registration Certificate or Exemption Certificate, valid Registration Certificate of Establishment, Experience Certificate for two years ie 2020-21 and 2021-22 from Central / State / PSU/ Reputed private firm / Organisation

xvi) valid EPF and ESI Registration Certificates, if applicable

xvii)MSME/ Udyam Registration certificate indicating URN in case of MSE Bidders

xviii) An undertaking as per Annexure-3 (available at the end of this document)

Proof of the tender fee paid along with other mandatory hard copy documents as per Note-3 below should be submitted to the purchaser before the locking period (Last date and time for bid submission).

b) Financial envelope shall contain:

No : KTKCO-19/14(12)/2/2023-CM OPN/1 DATED 12-05-2023

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Read, understood and complied

Signature of the bidder

- i) Electronic Form-financial along with Price Schedule (**Section-9 part B**) with all relevant bid annexure

Note 3:-The following documents are required to be submitted offline (i.e. offline submissions) to AGM(MM), Room No.123, O/o CGMT, BSNL, Karnataka Telecom Circle, No. 1 Swamy Vivekananda Road, Halasuru, Bengaluru-560008 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)."

- i) EMD –Bid security (original copy)
ii) DD / Banker's cheque of Tender fee
iii) Power of Attorney in accordance with Clause 14.3 of Section-4 Part A and authorization for executing the power of Attorney. Attestation of the specimen signatures of authorized signatory of the bid by the company's/firm's Bankers as per clause 14.3(d) of Section IV Part A..
iv) MSME/ Udyam Registration certificate indicating URN in case of MSE Bidders

Note :-Submission of Hard copy of all the documents above Note 3 is mandatory and should reach the purchaser, BSNL Karnataka, Bengaluru-08 ,before the locking period (Last date and time for bid submission) otherwise such bids shall be liable for rejection.

4. This tender is invited under Single Stage Two envelope system, two separate digitally sealed envelopes to be submitted one containing techno-commercial bid i.e. documents 3(a) (i) to (xviii) & other envelope containing financial bid i.e. documents 3(b) (i).

5. Payment terms:

- 5.1 100% of the payment will be made after the successful completion of work as per the work order Specification and certification to the effect that the work is completed satisfactorily by officer-in-charge / SDE BSNL Mobile Services wing of the concerned SSA/BA and duly counter signed by DGM (O&I) Concerned.
- 5.2 The claim of payment due to the contractor on the basis of approved rates may be prepared by contractor on monthly basis. The payment due, after passing by the competent authority will be worked out on actual and Payment will be released by the paying authority i.e. **Corporate Central Settlement Cell (C-CSC), BSNL Corporate Office, New Delhi**. The payment shall be released subject to the payment of GST by the vendor as applicable and after deduction of TDS and other relevant tax as applicable.
- 5.3 Payment will be made through ECS (Electronic Clearing Service) for which the contractor has to furnish the following Bank mandate / information:
- a) Name and Address of the Vendor & Vendor's Bank. b)Account No. c) Type of Account d)Bank MICR Code no. e) IFSC (Bank Branch) Code.**
- 5.4 Invoice should be submitted, work order wise – with work completed within the specific duration mentioned in the work order, along with documents mentioned below, to DGM (O&I) CM, of the concerned SSA/BA, Karnataka Circle which will be forwarded after following the necessary formalities to Accounts section of concerned units. Payment shall be made by the Corporate CSC to the vendor after the approval of the Competent Authority. Bill should be accompanied with following documents. Invoice should be submitted work order wise.
- a)** Invoice in Triplicate duly specifying PAN number and GST Registration Number and BSNL's GST Registration Number
- b)** Certificate of Satisfactory completion of work from Officers -In charge of Mobile Services Karnataka Circle.
- c)** Copy of Work Order with up to date amendment, and work completion certificate, if any.
- (d) The vendors has to submit the invoice with GSTN registration number of the vendor & BSNL. Invoice shall be submitted as per GST invoice rules. The Invoice should show the breakup % of CGST/SGST/IGST with CGST/SGST/IGST amount wherever applicable and place of supply.
- (e) Vendor has to submit the invoices within 30 days of completion of service/supply.
- (f) Invoice must be uploaded in GSTN and submitted on time with this uploading proof.
- (g) Vendor has to accept the debit and credit note wherever there is change in value of supplies made to BSNL and upload the same in GSTN. Further, the vendor has to furnish the credit note wherever required.

Note 4: - All statutory taxes as applicable shall be deducted at source before payment.

Note 5 :- (a) If the supplier fails to furnish necessary supporting documents i.e GST invoice/Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier. (b) Tax amount will be paid to the supplier only after supplier declared the details of the invoices in its return in GSTR1 and GSTR3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal. © TDS/TCS shall be deducted at the prescribed rate, if any (as the case may be)

6. Online Submission

A) Contents of 1st Envelope (Technical) All documents to be scanned and uploaded in single pdf file.
i. All the pages of the BID document except price schedule of rates should be signed by the bidder or an Authorised Signatory
ii. Tender document cost (if also downloaded) in form of DD/Banker's cheque/Bank guarantee for Rs 2360/- from a Nationalized/Scheduled Bank drawn in favour of "AO(Cash), O/o CGM(T), BSNL Karnataka, Halasuru, Bangalore-08" should be attached.
iii. Scanned copy of EMD.
iv. Certificate of Registration, incorporation and partnership deed of the Company to be attached.(As applicable)
v. Copy of the Articles of Association & Memorandum of Association of the Company as the case may be.
vi. General power of attorney in favour of the Authorized signatory if other than the proprietor or the Director himself signs the tender document. Attestation of the specimen signatures of such authorized signatory by the Company's/firm's bankers shall be furnished
vii. PAN, photocopy of the PAN Card duly attested.
viii. Goods and Service Tax registration Certificate.
ix. The bidder shall furnish latest annual report showing minimum annual turnover of 30% of annual estimated cost of tender, during each of the consecutive financial years 2020-21 and 2021-22 from telecom business /or a certificate from its bankers as evidence that he has financial capability to perform any contract of the value to the extent of the above mentioned Turn Over. <i>The bidder shall furnish audited annual report for the previous two years ie, 2020-21 and 2021-22 and IT returns for the financial years 2020-21 and 2021-22 or a certificate from its bankers to assess its solvency/financial capability Relaxation of norms to the Start ups is mentioned in Section 1 Part A Clause 4(o).</i>
x. In order to enable the purchaser to assess the services offered, the bidder shall provide documentary evidence regarding the services being offered by him. Experience Certificate for the two years 2020-21 and 2021-22.
xi. The bidder should give a certificate that none of his/her near relative is working in the units as defined in clause 34 of Section-4 Part A of the bid document where he is going to apply for the tender. In case of proprietorship firm Certificate will be given by the proprietor.
xii. Bidder must submit No modification certificate as per Annexure-2, Bid form as per Section 9 Part A, & Bidder's profile as per section-8.
xiii. Valid EPF and ESI Registration Certificates, if applicable
xiv. MSME/ / Udyam Registration certificate indicating URN in case of MSE Bidders
xv. An undertaking as per Annexure-3 (available at the end of this document)
B) Contents of 2nd Envelope (Financial)
Price Schedule in BOQ format as per Section- 9 Part B of Tender.

Note: (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'the document <name> called vide clause ____ is not applicable on us. (ii) All the online documents to be submitted in one pdf file.

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Read, understood and complied
Signature of the bidder

SECTION 3 Part A

SCOPE OF WORK

1	Hoisting of GSM AMF on tower
2	Hoisting of GSM/UMTS/WLL Antenna on tower
3	De-hoisting of GSM/UMTS/WLL Antenna from tower
4	DE-hoisting of GSM AMF from tower
5	Hoist of GSM/UMTS/WLL Feeder Cable from BTS to Ant on tower
6	De-hoisting of GSM/UMTS/WLL Feeder Cable from antenna on tower to BTS
7	Connectorisation of the feeder cable per connector
8	Weather proofing of feeder cable
9	Fixing of Plates & Boot for Wave Guide entry including wall opening
10	EGB,IGB Fixing
11	Grounding of Feeder Cable
12	Connectorisation of the jumper cable per connector
13	Fixing of Surge arrestors per run
14	Heat Shrink Joint at Indoor Jumper/Power cables
15	Alignment of M/W system between A end and B end
16	Hoisting of MW AMF on tower
17	Hoisting of MW antenna 1.2/0.6 Mtr Dia with ODU fixing and earthing of ODU to tower body
18	DE-hoisting of MW AMF on tower
19	De-hoisting of 1.2/0.6 Mtr MW Ant including ODU
20	Hoisting of MW IF cable from IDU to ODU on tower with connectorization
21	De-Hoisting of MW IF cable from ODU to IDU
22	Hoisting of Radio modem ODU with antenna
23	De-hoisting of Radio modem antenna with ODU
24	De-hoisting CAT (1+1) cable from antenna(ODU) on tower to IDU
25	Alignment of Radio Modem antenna at A & B end for link up of the system
26	Removal of Bird/Honey bee/Wasp nest
27	Installation and commissioning of Optical Frequency Translators/Outdoor/indoor Repeaters
28	Fixing of transmitting and receiving antenna for repeaters
29	Laying of feeder cable from repeater to transmitting antenna
30	Laying of RF jumper cable (1/2") from repeater to receiving antenna

31	Laying of jumper cable from repeater/IBS BTS to various omni patch panel antennae in indoor buildings
32	Fixing of omni/patch panel antennna including connectorization
33	Fixing of Splitters/Combiners including connectorization
34	Hoisting of RRH
35	Hoisting of CPRI cable and connectorisation
36	Hoisting of RRH Power cable including boot sealing at RRH and running earth cable with connectorisation to RRH.
37	Antenna Height Increase/ Decrease
38	De Hoisting of CPRI cable
39	De-hoisting of RRH power cable
40	Erection of Roof Top poles - 3 mtr
41	Erection of Roof Top poles - 6 mtr
42	Erection of Roof Top poles - 9 mtr
43	Civil works for erection of Roof Top Poles
44	De-hoisting of RRH
45	Fixing of wall mounting fixtures
46	installation of RF cable tray for wall mounting antenna
47	changing of OVP (Over Voltage Protection)
48	Erection of MARR coupled masts: 12 /15/18/21mtrs, total- 20 nos :12m-6 nos, 15 m-6 nos,18m-4 nos, 21m-4 nos)
49	Dismantling of of MARR coupled masts: 12 /15/18/21mtrs (incl. Concrete base)- total- 20 nos :12m-6 nos, 15 m-6 nos,18m-4 nos, 21m-4 nos)
50	Concreting of bed with bricks/ jelly/ solid bricks of MARR masts GBT
51	Concreting of bed with bricks/ jelly/ solid bricks of MARR masts RTT
52	Welding/brazing of angles of coupled MARR masts
53	Erection of Ground based MARR masts 21/24/27 mtrs, total - 5 nos:21m-2,24m-2,27m-1)
54	Rehabilitation of Tower by tightening of nut-bolts/ welding, etc
55	Dismantling of 15/18/21 mtr RTT structures, total 7 nos: 15m-2nos ,18m-2 nos,21m-3nos
56	Erection of 15/18/21 mtr RTT structures, total 7 nos: 15m-2nos ,18m-2 nos,21m-3nos

SECTION-3 PART B
TECHNICAL SPECIFICATIONS

Detailed Work Specifications / Guidelines

1	Hoisting of GSM AMF on tower
2	Hoisting of GSM/UMTS/WLL Antenna on tower
3	De-hoisting of GSM/UMTS/WLL Antenna from tower
4	DE-hoisting of GSM AMF from tower
5	Hoist of GSM/UMTS/WLL Feeder Cable from BTS to Ant on tower
6	De-hoisting of GSM/UMTS/WLL Feeder Cable from antenna on tower to BTS
7	Connectorisation of the feeder cable per connector
8	Weather proofing of feeder cable
9	Fixing of Plates & Boot for Wave Guide entry including wall opening
10	EGB,IGB Fixing
11	Grounding of Feeder Cable
12	Connectorisation of the jumper cable per connector
13	Fixing of Surge arrestors per run
14	Heat Shrink Joint at Indoor Jumper/Power cables
15	Alignment of M/W system between A end and B end
16	Hoisting of MW AMF on tower
17	Hoisting of MW antenna 1.2/0.6 Mtr Dia with ODU fixing and earthing of ODU to tower body
18	DE-hoisting of MW AMF on tower
19	De-hoisting of 1.2/0.6 Mtr MW Ant including ODU
20	Hoisting of MW IF cable from IDU to ODU on tower with connectorization
21	De-Hoisting of MW IF cable from ODU to IDU
22	Hoisting of Radio modem ODU with antenna
23	De-hoisting of Radio modem antenna with ODU
24	De-hoisting CAT (1+1) cable from antenna(ODU) on tower to IDU
25	Alignment of Radio Modem antenna at A & B end for link up of the system
26	Removal of Bird/Honey bee/Wasp nest
27	Installation and commissioning of Optical Frequency Translators/Outdoor/indoor Repeaters
28	Fixing of transmitting and receiving antenna for repeaters
29	Laying of feeder cable from repeater to transmitting antenna
30	Laying of RF jumper cable (1/2") from repeater to receiving antenna
31	Laying of jumper cable from repeater/IBS BTS to various omni patch panel antennae in indoor buildings
32	Fixing of omni/patch panel antennna including connectorization

33	Fixing of Splitters/Combiners including connectorization
34	Hoisting of RRH
35	Hoisting of CPRI cable and connectorisation
36	Hoisting of RRH Power cable including boot sealing at RRH and running earth cable with connectorisation to RRH.
37	Antenna Height Increase/ Decrease
38	De Hoisting of CPRI cable
39	De-hoisting of RRH power cable
40	Erection of Roof Top poles - 3 mtr
41	Erection of Roof Top poles - 6 mtr
42	Erection of Roof Top poles - 9 mtr
43	Civil works for erection of Roof Top Poles
44	De-hoisting of RRH
45	Fixing of wall mounting fixtures
46	installation of RF cable tray for wall mounting antenna
47	changing of OVP (Over Voltage Protection)
48	Erection of MARR coupled masts: 12 /15/18/21mtrs, total- 20 nos :12m-6 nos, 15 m-6nos,18m-4 nos, 21m-4nos)
49	Dismantling of of MARR coupled masts: 12 /15/18/21mtrs (incl. Concrete base)- total- 20 nos :12m-6 nos, 15 m-6 nos,18m-4 nos, 21m-4 nos)
50	Concreting of bed with bricks/ jelly/ solid bricks of MARR masts GBT
51	Concreting of bed with bricks/ jelly/ solid bricks of MARR masts RTT
52	Welding/brazing of angles of coupled MARR masts
53	Erection of Ground based MARR masts 21/24/27 mtrs, total - 5 nos:21m-2,24m-2,27m-1)
54	Rehabilitation of Tower by tightening of nut-bolts/ welding, etc
55	Dismantling of 15/18/21 mtr RTT structures, total 7 nos: 15m-2nos ,18m-2 nos,21m-3nos
56	Erection of 15/18/21 mtr RTT structures, total 7 nos: 15m-2nos ,18m-2 nos,21m-3nos

RF Redeployment works of GSM/NodeB/MW and allied works as instructed by the designated BSNL teams. Works like GSM/MW Antenna Hoisting/Dehoisting, GSM Antenna Tilt adjustment, Reduction of Height of Antennas which include routing of Feeder cables, Attending VSWR faults, Hoist / De-hoist of Radio Modem, Connectorisation of the jumper cable/RF Cable /Replacements, Weather proofing of feeder cable, Adjustment of Line of Sight in case of M/W or Radio modems, providing assistance to BSNL Mobile Service Teams during BTS Power measurement, VSWR Measurement during AT. And whenever required to assist while attending BTS card faults, replacement of faulty ODU unit of Microwave, radio modems and related RF works and any other works assigned by the BSNL officer from time to time. All accessories like tools and testers are to be arranged by the party executing the work. Contractor shall carry out works mentioned in the tender document on towers [GBT/ RTT/Poles] of varying height up to maximum tower height of 100mtr h etc.

All the RF Works must conform to accepted standards of telecom industry and must comply with all industrial specifications.

The contractor teams shall report to the SDE(O&I)CM of concerned SSA/BA Head quarters and shall accompany BSNL staff to the work sites and generally perform 8 hours duty on all working days as per BSNL schedule also contractors shall carry out any of the itemized Tower works in case of emergencies as per instructions of officer –in-charge concerned of BSNL.

SECTION - 3 PART C
SCHEDULE OF WORK REQUIREMENTS/ SCOPE

- 1) **Description:** -
a) This tender is for RF works for Redeployment of GSM/NodeB/MW units in Karnataka Telecom Circle. The contractor is fully responsible for the safety and security of the materials supplied by BSNL.
- 2) **Eligibility:** - As per Tender Document
- 3) **Work Requirement:** - Time frame depending on the work ordered shall be specified in the detailed work order issued by field officer / units and that shall be binding on the contractor.
- 4) **Place of Operation:** - All Business/Operation Areas of *KARNATAKA CIRCLE*
- 5) **Distribution of works to the selected bidders of a Tender:-**
BA /OA heads will allot the works as per Technical Specification and at the Prices approved to the selected bidders. The allocation of areas to qualified bidder is as per the requirement of BSNL and at the discretion power of Officer-in- charge (O&I), Mobile Services of the SSA/BA or any nominated officer by the competitive authority.
- 6) **Paying Authority:** - Corporate Central Settlement Cell (C-CSC), BSNL Corporate Office, New Delhi.
- 7) **Work Schedule**

Sl.No	Item Description	Unit	No.of RF Activities
1	Hoisting of GSM AMF on tower	Fixture	173
2	Hoisting of GSM/UMTS/WLL Antenna on tower	Antenna	327
3	De-hoisting of GSM/UMTS/WLL Antenna from tower	Per Unit	380
4	DE-hoisting of GSM AMF from tower	Per Unit	181
5	Hoist of GSM/UMTS/WLL Feeder Cable from BTS to Ant on tower	Per Mtr	9488
6	De-hoisting of GSM/UMTS/WLL Feeder Cable from antenna on tower to BTS	Per Mtr	29450
7	Connectorisation of the feeder cable per connector	Connector	1309
8	Weather proofing of feeder cable	Job	509
9	Fixing of Plates & Boot for Wave Guide entry including wall opening	Job	97
10	EGB,IGB Fixing	Job	98
11	Grounding of Feeder Cable	Job	322

12	Connectorisation of the jumper cable per connector	Connector	4302
13	Fixing of Surge arrestors per run	Job	162
14	Heat Shrink Joint at Indoor Jumper/Power cables	Job	158
15	Alignment of M/W system between A end and B end	Per Hop	152
16	Hoisting of MW AMF on tower	Per Unit	97
17	Hoisting of MW antenna 1.2/0.6 Mtr Dia with ODU fixing and earthing of ODU to tower body	Antenna	145
18	DE-hoisting of MW AMF on tower	Per Unit	80
19	De-hoisting of 1.2/0.6 Mtr MW Ant including ODU	Antenna	326
20	Hoisting of MW IF cable from IDU to ODU on tower with connectorization	Per Mtr	4025
21	De-Hoisting of MW IF cable from ODU to IDU	Per Mtr	3700
22	Hoisting of Radio modem ODU with antenna	per end	56
23	De-hoisting of Radio modem antenna with ODU	per end	56
24	De-hoisting CAT (1+1) cable from antenna(ODU) on tower to IDU	Per Mtr	3030
25	Alignment of Radio Modem antenna at A & B end for link up of the system	Per Hop	57
26	Removal of Bird/Honey bee/Wasp nest	Job	102
27	Installation and commissioning of Optical Frequency Translators/Outdoor/indoor Repeaters	per end	40
28	Fixing of transmitting and receiving antenna for repeaters	per antenna	1000
29	Laying of feeder cable from repeater to transmitting antenna	Per Mtr	1000
30	Laying of RF jumper cable (1/2") from repeater to receiving antenna	Per Mtr	1000
31	Laying of jumper cable from repeater/IBS BTS to various omni patch panel antennae in indoor buildings	Per Mtr	4000
32	Fixing of omni/patch panel antennna including connectorization	per unit	1200
33	Fixing of Splitters/Combiners including connectorization	per unit	600
34	Hoisting of RRH	Per unit	237
35	Hoisting of CPRI cable and connectorisation	Per mtr	10800
36	Hoisting of RRH Power cable including boot sealing at RRH and running earth cable with connectorisation to RRH.	Per unit	12700
37	Antenna Height Increase/ Decrease	Per job	122
38	De Hoisting of CPRI cable	Per Mtr	4650
39	De-hoisting of RRH power cable	Per Mtr	4650
40	Erection of Roof Top poles - 3 mtr	Job	135
41	Erection of Roof Top poles - 6 mtr	Job	138
42	Erection of Roof Top poles - 9 mtr	Job	135
43	Civil works for erection of Roof Top Poles	Job	176
44	De-hoisting of RRH	Per unit	118
45	Fixing of wall mounting fixtures	per fixture	70
46	installation of RF cable tray for wall mounting antenna	Per mtrs	65

47	changing of OVP (Over Voltage Protection)	Per job	60
48	Erection of MARR coupled masts: 12 /15/18/21mtrs, total- 20 nos :12m-6 nos, 15 m-6 nos,18m-24nos, 21m-4nos)	Per 3 mtr	106
49	Dismantling of of MARR coupled masts: 12 /15/18/21mtrs (incl. Concrete base)- total- 20 nos :12m-6 nos, 15 m-6 nos,18m-24nos, 21m-4nos)	Per 3mtr	106
50	Concreting of bed with bricks/ jelly/ solid bricks of MARR masts GBT	Per job	10
51	Concreting of bed with bricks/ jelly/ solid bricks of MARR masts RTT	Per job	10
52	Welding/brazing of angles of coupled MARR masts	Per tower	10
53	Erection of Ground based MARR masts 21/24/27 mtrs, total - 5 nos:21m-2,24m-2,27m-1)	Per 3mtr	39
54	Rehabilitation of Tower by tightening of nut-bolts/ welding, etc	per metric ton	40
55	Dismantling of 15/18/21 mtr RTT structures, total 7 nos: 15m-2nos ,18m-2 nos,21m-3nos	Per 3 mtr	43
56	Erection of 15/18/21 mtr RTT structures, total 7 nos: 15m-2nos ,18m-2 nos,21m-3nos	Per 3 mtr	43

8) Supervisory and Certifying Authority: -

SDE or Any other Officer of Mobile services (O & I) of concerned SSA/BA, Karnataka Telecom Circle.

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- (a) **"Company"** means the Bharat Sanchar Nigam Limited./ **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), Karnataka, Bengaluru-08
- (b) **"Bidder"** means the individual or firm who participate in this tender and submit their bids and complied to **OM No.6/18/2019-PPD dated 23rd July, 2020 & 24th July, 2020**
- (c) **"Contractor" /"The Supplier" or "The Vendor"** means the individual or firm which provides service under terms specified in the Contract.
- (d) **"Services"** means all the services, the vendor has to supply to the company under the Contract.
- (e) **"The Advance Work Order" or Letter of Intent"** means the intention of the BSNL to enter into contract with the bidder. AWO is only a letter of intent and neither a contract nor the firm work orders and to be converted in the firm work order only through separate work order.
- (f) **"Detailed Work Order"** means the order placed by the BSNL on the vendor signed by the BSNL including all attachments and appendices thereto and all documents incorporated by reference therein. The detailed work order shall be deemed as "Contract" appearing in the document.
- (g) **"The Contract Price"** means the price payable to the contractor/supplier under the work order for full and proper performance of its contractual obligations.
- (h) **"Successful bidder"** means the bidder(s) on whom the work in this tender is awarded.

2 ELIGIBILITY CONDITIONS

2.1) Kindly refer to Clause 4 of Section -1 PART A in DNIT

3. **COST OF BIDDING:** The bidders shall bear all costs associated with the preparation / submission of the bid. The 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 Bid Documents includes:

- (a) Notice Inviting Tender
- (b) Instruction to Bidders
- (c) General (Commercial) Conditions of Contract
- (d) Special Conditions of Contract, if any
- (e) Schedule of requirements
- (f) Technical Specification
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Performance Security Bond Form
- (j) Letter of Authorization to attend bid opening.
- (k) Annexures

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

- 5.1. A prospective bidder, requiring any clarification of the Bid Documents shall notify the BSNL in writing. The BSNL shall respond in writing to any request for clarification of the Bid Documents, which it receives 14 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date for submission of bids, the BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- 6.2 The amendments shall be notified in writing or by FAX / e-mail to all prospective bidders and these amendments will be binding on them. It will also be notified on *www.karnataka.bsnl.co.in* website and all bidders are expected to see the amendments if any, before submission of their bids.
- 6.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission of bids suitably.
- 6.4 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise the following components:

- (A) Clause by Clause compliance as per *clause 11.1(c)*
- (B) Bid Form and price schedule completed in accordance with *clause 8 & 9 of this Section*.

8. BIDFORM

The bidder shall complete the **Bid Form** as per **section 9 Part A** and the appropriate Price Schedule (**as per Section-9 part B**) furnished in the Bid documents, indicating the services to be provided, a brief description of the services, quality and price.

9. BID PRICES:

- The Prices indicated in the price schedule shall be entered in the following manner:
- 9.1 The bidder shall quote as per price schedule given in **Section – 9 Part B** for all the services given in schedule of requirement.
- 9.2 The rates quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 The rates quoted by the bidder shall be in sufficient details to enable the purchaser to arrive at the price of services offered.
- 9.4 *As the work is spread across the territory of Karnataka Circle, the bidder has to quote rates after taking in to consideration the travel of men and material involved for the completion of the service ordered and the actual work involved. The rates so quoted should be rational and realistic.*
- 9.5 *It is mandatory for the bidder to quote rates for entire Karnataka Circle as per Price Schedule given in Section-9 Part B.*
- 9.6 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e.

Custom Duty, Goods & Services Tax on packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATION:

The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility.

1. The List of documents required to be attached along with the technical bid and financial bid are as under .

i.	All the pages of the BID document except schedule of rates should be signed by the bidder or an Authorised Signatory
ii.	Tender document cost (if also downloaded) in form of DD/Bankers Cheque for Rs2360/--(Rupees Two Thousand Three Hundred Sixty Only) from a Nationalized/Scheduled Bank drawn in favour of "AO(Cash), O/o CGM(T), BSNL Karnataka, Halasuru, Bangalore-08.
iii.	EMD-Bid Security , in original.
iv.	Certificate of Registration, incorporation and partnership deed of the Company to be attached.(As applicable)
v.	Copy of the Articles of Association & Memorandum of Association of the Company as the case may be.
vi.	General power of attorney in favour of the Authorised signatory if other than the proprietor or the Director himself signs the tender document. Attestation of the specimen signatures of such authorized signatory by the Company's/firm's bankers as per clause 14.3(d) of Section IV Part A
vii.	PAN, photocopy of the PAN Card duly attested.
viii.	Goods and Service Tax registration Certificate.
ix.	The bidder shall furnish latest annual report showing minimum annual turnover of 30% of annual estimated cost of tender, during each of the consecutive financial years 2020-21 and 2021-22 from telecom business /or a certificate from its bankers as evidence that he has financial capability to perform any contract of the value to the extent of the above mentioned Turn Over. <i>The bidder shall furnish audited annual report for the previous two years ie, 2020-21 and 2021-22 or IT returns for the financial years 2020-21 and 2021-22 or a certificate from its bankers to assess its solvency/financial capability.</i>
x.	In order to enable the BSNL to assess the services offered, the bidder shall provide documentary evidence regarding the services being offered by him. Experience certificate for two years ie for 2020-21 and 2021-22 to be enclosed.
xi.	The bidder should give a certificate that none of his/her near relative is working in the units as defined in clause 34 of Section 4 part A of the bid document where he is going to apply for the tender. In case of proprietorship firm Certificate will be given by the proprietor.
xii.	Bidder must submit No modification certificate as per Annexure, Bid form as per section 9 Part A,& Bidder's profile as per section 8 .
xiii.	Valid EPF and ESI Registration Certificates , if applicable.

xiv.	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. (IF APPLICABLE)
xv.	Copy of Valid PAN Card, Valid GST Registration Certificate or Exemption Certificate, Valid Registration Certificate of Establishment, Valid Experience certificate.

11.DOCUMENTS ESTABLISHING SERVICES CONFORMITY TO BID DOCUMENTS:

11.1 Pursuant to **Clause 7**, the bidder shall furnish (as part of his bid) documents establishing the conformity of his bid to the Bid documents of all services which he proposes to supply under the contract.

The documentary evidences of the 'services' conformity may be in the form of:-

A)	A detailed description of the services with technical and performance characteristics:
B)	Bidder shall give full particulars including and current prices of any additional services if any that are required for the proper and continuous, smooth functioning of the services rendered for a period of one year.
C)	A clause by clause compliance on the BSNL's General, Commercial, Special, Technical Conditions demonstrating substantial responsiveness. A bid without Clause-by-Clause compliance of the General/Technical /Commercial /Special Conditions 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 as per Section 4 Part A Clause 37.1.

- a) A proof regarding valid registration (URN –Udyam Registration Number is required) with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. “ Micro and Small Enterprises(MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number)issued from MSME, in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN Certificate should broadly cover the Equipment/Services offered in Tender
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

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

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

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Read, understood and complied
Signature of the bidder

- 12.5 The Bid security of the unsuccessful bidder will be discharged/ returned promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13 of this section - -
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

13. PERIOD OF VALIDITY OF BIDS:

- 13.1** Bids shall remain valid for **180 days** from the date of opening of bids prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser being non responsive.
- 13.2** In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The **bid security provided under Clause 12**, shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. PERIOD OF VALIDITY OF CONTRACT

The contract is valid for a period of 1(ONE) year from the date of entering into agreement or completion of work specified in the tender, whichever is earlier. However the BSNL reserves the right to extend the period of contract by another six months with the same terms and conditions as per the agreement with mutual consent and on satisfactory work.

The **bid security provided under clause 12** shall also be suitably extended

14.1 FORMAT AND SIGNING OF BID

All Pages of the original Bid shall be signed by the Bidder or a person duly authorized to sign the Bid & Contract in which case 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 the errors made by the Bidder in which case such correction shall be 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.

- © In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of such authorized signatory by the Company's/firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid. (This clause is for E-tender only)

15. SEALING AND MARKING OF BIDS:

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

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

15.1 The bid should be submitted as per Clause 3 of Section-2 i.e., Tender Information.

15.1.1 The bids may be called under

a) Single Stage Bidding & Two Envelope System

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

15.1.2 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes;

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 of this Section with Bid Security as per Clause 12 of this Section. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B .

The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to Clause 14.2 of this Section, duly marked '**TECHNO-COMMERCIAL BID**'. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to Clause 14.2 of this Section, duly marked '**FINANCIAL BID**'.

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

15.2 a) Purchaser's address for this Tender is furnished below:

CGMT, BSNL

Karnataka Telecom Circle ,No.1, Swamy
Vivekananda Road, Halasuru , Bengaluru- 560 008

b) The 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 envelopes 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 line documents as mentioned in Section 4 Part C Clause 6 of DNIT 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 of this Section). The responsibility for ensuring that the offline documents are delivered in time would vest with the bidder.

e) Offline documents delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT to AGM (MM) ,Room No 123, O/o CGMT, BSNL, No 1 SV Road, Halasuru, Bengaluru, Karnataka- 560008 at the venue (address is given in Clause 15.2 (a) of this Section above). The purchaser shall not be responsible if the bids are delivered elsewhere.

f) Venue of Tender Opening:

(i) This tender will be opened in the room of AGM (MM) ,Room No 123, O/o CGMT, BSNL, No 1 SV Road, Halasuru, Bengaluru, Karnataka- 560008 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 in the room of AGM (MM) ,Room No 123, O/o CGMT, BSNL, No 1 SV Road, Halasuru, Bengaluru, Karnataka- 560008.

15.3 If both the envelopes are not sealed and marked as required at Clause 15.1 the bid shall be rejected.

16.0 SUBMISSION OF BIDS

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

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

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

17.0 LATE BIDS

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

18. MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 The bidder may modify/withdraw his bid after submission provided that a written notice of the modification / withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post marked not later than the deadline for submission of bids.
- 18.3 Subject to clause 18.1, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER:

- 19.1 The purchaser shall open Bid in two stages as indicated at clause 7 of DNIT(Section-1) in the presence of bidders or their authorized representatives. The bidders / representatives shall sign in an attendance register. Authorization letter for attending Bid opening shall be submitted prior to bid opening. (***Format is given in Section 7 Part C.***)
- 19.2 The Bidders names, Bid prices, modifications, Bid withdrawals and such other details as the purchaser at his discretion, may consider appropriate will be announced at the time of opening.
- (i). If 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.
- (ii). First Technical (Eligibility) bids only shall be opened. Only technically and commercially responsive bids complying with the terms and conditions specified shall be considered for the opening of the Finance Bids. The Finance bid of technically and commercially eligible bids only shall be opened in second stage. Date of opening of Financial bid shall be intimated later. Non responsive or Technical and commercially unsuccessful bidders price bid shall not be considered for further evaluation and unopened price bids shall be returned to the unsuccessful bidders. The date of opening of the Finance bid shall be intimated to the technically and commercially responsive bidders only.
- (ii) The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the RF work activities offered on package basis along with all applicable Taxes, etc. as arrived in Col. M of Price schedule in Section 9 Part B and of the Bid-document after arithmetical correction in the manner laid down in above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes (if any) applicable.

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

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

- (i) In Single stage bidding & 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 (MM) ,Room No 123, O/o CGMT, BSNL, No 1 SV Road, Halasuru, Bengaluru, Karnataka- 560008 (as applicable) for retention.

Thereafter the TEC will evaluate Techno-commercial bids & the report of TEC 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.

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

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

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

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

19.5 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, the purchaser may at his discretion ask the bidder for the clarification of his 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 The purchaser 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

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Read, understood and complied
Signature of the bidder

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. If there is a discrepancy between the Unit Price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected by the purchaser. If there is a discrepancy between words and figures the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected.

21.3 Prior to detailed evaluation pursuant to **clause 21**, the 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 document without material deviations. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.4 A bid, determined as substantially non-responsive will be rejected and shall not be allowed of corrections for the bid to be made responsive.

21.5 The BSNL may waive any minor infirmity or non - conformity or irregularity in a bid, which does not constitute a material deviation, provided such waivers, does not prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

22.1 The purchaser shall evaluate and compare the bids previously determined to be substantially responsive pursuant to **clause 21 of this Section..**

22.2 The evaluation and comparison of responsive bids shall be done on the prices of all the Services offered for entire Karnataka Circle.

22.3 Bidder shall quote for all items/services mentioned in the price schedule as per **Section-9 Part B**

22.4 The tender shall be evaluated for entire Karnataka Circle. The rates quoted shall be rational and realistic.

22.5 Bidder shall quote for entire Karnataka Circle mentioned in price schedule. The quote under price schedule will alone be considered for evaluation. The offers of the bidder shall be evaluated taking in to account the total quoted price of entire Karnataka Circle in the price schedule of **Section-9 Part B** and the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering in this tender. The so evaluated techno-commercially compliant eligible bidder with the lowest quoted rate will be the respective L-1 bidder. The lowest evaluated price of the technically and commercially responsive bid will be awarded the work contract at lowest quoted (L1) price.

22.6 Deleted

22.7 Deleted.

22.8 Deleted,

22.9

(a) Duties and Taxes for which the firm has to furnish Input Tax Challans/Invoices will be indicated separately in the PO/APO.

(b) Vendors should furnish the correct GST./Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes and under **INPUT TAX CREDIT** as per GST Act 2017 found to be not admissible at any stage subsequently owing to wrong furnishing

of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.

- © In case the Duties & Taxes which are **Non- Input Tax Credit** as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per, **Input Tax Credit** as per GST Act 2017 then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in his regard which may enable the purchaser to avail the Input Tax credit provided such credit is still available for the amount so paid as per Input tax credit as per GST Act 2017
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the GST./Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST./Customs Tariff notifications.
- (e) (1) If the supplier fails to furnish necessary supporting documents i.e GST invoice/Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier. (2) Tax amount will be paid to the supplier only after supplier declared the details of the invoices in its return in GSTR1 and GSTR3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal. (3) TDS/TCS shall be deducted at the prescribed rate, if any (as the case may be)

23. CONTACTING THE PURCHASER:

- 23.1** Subject to Clause 20, no bidder shall try to influence the 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 his bid or influence the BSNL in BSNL's bid evaluation, bid comparison or contract award Decisions shall result in the rejection of the bid.

24. PLACEMENT OF ORDER:

- a.** The purchaser, BSNL shall consider placement of orders for services on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose service have been Approved / Validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder. The purchaser reserves the right to place order on more than one contractor for the supply of services at the lowest quoted (L1) price, at the discretion of the competent authority
- b.** Deleted.

25. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- a).** BSNL reserves the right at the time of award of the contract to increase or decrease of quantity **up to 25%** based on the actual requirement without any change in the unit price of ordered quantity or other terms and conditions. The quantity of work mentioned in the tender schedule for each item is only approximate. The exact quantity of work required will be ordered in either one lot or part by part over a period of one year and the extended period, if any, at the discretion of BSNL. The contractor shall not have any claim whatsoever over the quantity of work.

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

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

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

27. ISSUE OF Advance Work Order /LOI (Letter of Intent):

27.1 The issue of an Advance Work Order / letter of intent (LOI) shall constitute the intention of the purchaser to enter into contract with the bidder.

27.2 The bidder shall within **14 days** of issue of advance work order/LOI, give his acceptance along with the proforma provided with the bid document at Section-7B.

28. SIGNING OF CONTRACT:

28.1 The issue of Work Order shall constitute the award of Contract on the bidder.

28.2 The Successful bidder after depositing the required security deposit as demanded will have to execute an agreement in Non-judicial stamp paper of **Rs.200/-** (The cost of the stamp paper shall be borne by the approved tenderer) in the prescribed proforma to the effect that the supplier and the purchaser are bound by the terms and conditions of the agreement which in terms will be the same terms and conditions as mentioned in the Tender Document.

28.3 Upon the successful bidder furnishing of performance security pursuant to **clause 3 of Section-5 Part A**, the purchaser shall discharge the bid security in pursuant to clause 12.6

29. ANNULMENT OF AWARD

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

30. QUALITY ASSURANCE REQUIREMENTS (Not Applicable for this tender)

The supplier shall have Quality Management System supported and evidenced by the following:

- a) A Quality Policy.
- b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- (d) System of Inward Good Inspection.
- (e) System to calibrate and maintain required measuring and test equipment.
- (f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- (g) Configuration management and change-control mechanism.
- (h) A quality plan for the product.
- (i) Periodical internal quality audits.

A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate (TAC)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.

31. REJECTION OF BIDS.

While all the conditions specified in the Bid Documents are critical and are to be complied Special attention of bidder is invited to the following clauses of the bid document. Non-Compliance of any one of which shall result in outright rejection of the bid.

- (i) Clause 12.1, 12.3 & 13.1 of Section Section 4 Part A-** The bids will be rejected at opening stage if bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above
- (ii) Clause 2 & 10 of Section 4 Part A -** If the eligibility condition as per Clause 2 of Section 4 Part A is not met and / or documents prescribed to establish the eligibility as per Clause 10 of Section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- (iii) Clause 11.1 (c) of Section 4 Part A-** If clause-by-clause compliance statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation
- (iv) Section 5 Part A-** Commercial conditions, **Section 5 Part B** Special Conditions of Contract & **Section 3 Part B** Technical Specifications: Compliance if given using 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.
- (v)Section 9 Part B:** Price Schedule-Prices are not filled in as prescribed in price schedule.

31.1. BSNL reserves the right to disqualify the contractor for a suitable period who has habitually failed to perform the services in time. Further, the contractor who do not perform satisfactorily in the field may also be disqualified for a suitable period as decided by the purchaser.

31.2. BSNL reserves the right to blacklist a contractor for a suitable period in case he fails to honour his bid without sufficient grounds.

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

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

- a) Does not supply the equipment in time;
- b) Equipment does not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1.

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

33. Tax Indemnity clause :

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier. GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

34. NEAR RELATIVE CERTIFICATE

34.1. The bidder should give a certificate that none of his / her near relative is working in the units as defined below 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.
- 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.*

They are husband and wife.

(b) 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 the Purchaser 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 .

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

37.1 CONCESSIONS TO MSE UNITS: The guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the BSNL (Corporate

Office) and it has been decided that these units shall be allowed the following concessions.

As per the instruction of DOT Ltr dt 02/04/2018 along with Department of Expenditure OM dt 28/02/2018, Registration of UAM (Udyog Aadhar memorandum) by ministry of MSME vendors on CPPP(Central Public Procurement Portal) is mandatory. The bidders who also fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs order, 2012 issued by MSME. In this regard, FAQs/guidelines published time to time by MSME ministry and BSNL HQ wrt MSEs shall be applicable in this tender.

As per the BSNL HQ Ltr dated 14-06-2021 with reference to the OM No 1/1(5)/2019-P&G/Policy (Pt IV) dated 06-08-2020, "Micro and Small Enterprises(MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN Certificate should broadly cover the Equipment/Services offered in Tender"

1. Supply of Tender Documents: The tender documents shall be issued to MSE bidders free of cost provided the tendered item is listed in the Registration Certificate of MSE.

2. Exemption from payment of Bid Security deposit /Earnest Money Deposit

The MSE units registered with bodies as detailed in para 37.1 above shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSE.

- a) A proof regarding current registration with bodies as detailed in 37.1 above for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by bodies as detailed in 37.1 should be current & valid on the date of opening of bid.

**Appendix-1 to Section 4 Part A of Chapter 4
(Standard Tender Enquiry Document)**

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

	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD.
1(b) contd.	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If detection of default after issue of AWO/ WO	i) Termination/ Short Closure of AWO/WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for upto 3 years which implies banning further dealing with the vendor for procurement of goods& services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	

	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO/	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against WO.	<p>i) Termination of WO.</p> <p>Ii) Under take purchase/ work at the risk & cost of defaulting vendor.</p> <p>Iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against WO.	<p>i) Short Closure of WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.</p> <p>Ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor.</p> <p>Iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the WO.	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD.</p> <p>OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>

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

7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
7 con- td.	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 quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/

		or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. 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 material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & 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/Goods and Services Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.

12	<p>The following cases may also be considered for Banning of business:</p> <p>(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.</p>	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.
12 Contd..	<p>(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.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(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.</p>	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.
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:- In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

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

1. **Eligibility Conditions:** As per Para 4 of DNIT.

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

2.1 ~~The bidder shall furnish the bid security in one of the following ways:-~~

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

- (a) Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), BSNL, O/o CGMT Bengaluru-08 and payable at Bengaluru .
- (b) Bank Guarantee from a scheduled bank drawn in favour of "DGM(MM), BSNL, O/o CGMT, and payable at Bangalore, which should be valid for 210 days from the tender opening date.

3. **Distribution of Quantity**

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

Table 1 A (With provisions for MSE Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)					Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	L3	L4	L5 and so on	
One bidder	75%	Nil	Nil	Nil	Nil	25 %

Table 1(B) (Without provisions for MSE Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil

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

If L1 is MSE/non- MSE, the 25% exemption will be awarded as per table 1(A).

For distributing the 25% among the MSE Bidders, whose quoted price is within +15% of L-1 price ,option may be called for from the L1 Bidder to select 7 BAs out of the 9 BAs, and the balance 2 BAs will be offered among the MSE Bidders on submission the willingness to work at **L1 Rate**.

Note 1(b): Deleted.

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

Note 3: Deleted

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

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

Note 4: Deleted

4. The work will be awarded on work order basis.
5. RANKING and Evaluation: The ranking & evaluation of the tender as well as allotment of the work will be done for the given package.
6. Any clarification issued by the BSNL in response to query raised by prospective bidder shall form an integral part of bid documents and it may amount to an amendment of relevant Clauses of bid documents.

Section- 4 Part C

E-tendering Instructions to Bidders

Note :-The instructions given below are CPPP's e-tender portal centric and for e-tenders invited by **BSNL, Karnataka Telecom Circle only.**

General

As BSNL has decided to use process of e-tendering for inviting this tender, the physical copy of the tender would not be sold. Submission of Bids only through online process is mandatory for this Tender.

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL KARNATAKA Circle has decided to use the Portal (<https://etenders.gov.in/eprocure/app>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

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

Special Instructions :

1. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage Submission & Two stage opening (Electronic form),

Financial & Techno-commercial bids shall be submitted by the bidder at the same time in 2 envelopes.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP
Clarification to Tender Documents on CPPP
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL, as addenda.
6. Bid-Submission on CPP
7. Attend Public Online Tender Opening Event (TOE) on CPP Opening of Techno-commercial Part
8. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL's Post-TOE queries
9. Attend Public Online Tender Opening Event (TOE) on CPPP Opening of Financial-Part (Only for Technical Responsive Bidders)
10. Participate in e-Reverse Auction on CPPP, wherever applicable (For this tender Not applicable)
11. Please take care to scan documents that total size of documents, to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
12. Utmost care may be taken to name the file/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

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

13. It is advised that all the documents to be submitted (See clause 4 of Section 4 Part C) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (BOQ) as per Section-9 Part-B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked

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 CPPP.

Note 1: It is advised that all the documents to be submitted (See clause 5 of Section 4 Part C) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (BOQ) as per Section-9 Part-B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked

The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Central Public Procurement Portal (<https://etenders.gov.in/eprocure/app>) Vendor need to register on the portal. The vendor should visit the home-page of the CPPP portal (<https://etenders.gov.in/eprocure/app>) and go to the e-procure link then select Bidders Manual Kit.

Intending bidders are requested to register themselves with CPPP through <https://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc., Tender processing fee payment (if applicable) should be done during requisition of tender online.

BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

Note: After successful submission of Registration details and Vendor registration fee and processing fee (as applicable). Please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

CPPP Helpdesk	
Telephone/Mobile Nos.	0120-4001002,0120-4001005, 0120-4200462, 0120-6277 787
E-mail ID	cphp-nic@nic.in base mark CC: support-eproc@gov.in

As a first step kindly refer the User Manual. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002. A mail can be sent to support-eproc@nic.in and cphp-nic@nic.in For all technical issues. A mail can be sent to cphp-doe@nic.in for any policy / domain issues. If some problem is faced during publishing of Tender / Corrigendum / AOC, users may kindly send a mail to support-eproc@nic.in along with the screen shot of the page.

BSNL Contact-1	Shri S P Jagadale
BSNL's Contact Person	AGM.(Infra), O/o PGM(CM,CGMT Office ,BSNL,BENGALURU-08
Telephone/ Mobile	9449854799 [between 9:30 hrs to 17:00 hrs on working days]
E-mail ID	sdetandg@gmail.com

BSNL Contact-2	Smt Sheela V
BSNL's Contact Person	DGM (NW-O) CM, O/o PGM(CM),CGMT Office ,BSNL,BENGALURU-08
Telephone/ Mobile	9449850790 [between 9:30 hrs to 17:00 hrs on working days]
E-mail ID	dgmadmin2013@gmail.com

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

5 . Some Bidding related Information for this Tender

In this tender the bidder has to participate in e-tender online. Some documents are to be submitted physically offline. For details please see clause 6 Section 4 Part C

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/ Addendum/addenda
3. Eligibility proof
4. Two Envelopes
 - Techno-commercial -Part
 - Financial-Part

6. Offline Submissions:

The bidder is requested to submit the all the below documents offline to AGM (MM) ,Room No 123, O/o CGMT, BSNL, No 1 SV Road, Halasuru, Bengaluru, Karnataka- 560008 in a sealed envelope before due date. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security in Original
2. DD/ Bankers cheque against payment of tender fee.
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A. Attestation of the specimen signatures of such authorized signatory by the Company's/firm's bankers shall be furnished
4. Integrity Pact.(Applicable if the estimated cost is 10 Crore or above))
5. MSE registration certificate if the bidder is claiming concession for Tender fee & Bid Security
6. MSE bidders should submit their valid Udyam Registration Certificate indicating URN(Udyam Registration Number) issued from MSME

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission also.

6.1 Online submission:

The following documents must be uploaded in CPPP portal

Sl.No.	Contents -Techno-Commercial	Submitted or Not
1	DD for Tender Fee as per DNIT (Scanned copy on E-TENDER Portal and Physically to Tender Inviting Officer in case of e-Tender).	
2	EMD-Bid Security	
3	Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.(Scanned copy on E-TENDER Portal and hardcopy to Tender Inviting Officer in case of e-Tender). MSE bidders should submit their valid Udyam Registration Certificate indicating URN(Udyam Registration Number) issued from MSME	
4	Valid PAN No.	
5	Valid GST Registration Certificate No or exemption certificate No.	
6	Original Bid Form as per Section-9 Part-A.	
7	Original Bid Document signed in all pages (scanned copy)	
8	Power of Attorney duly notarized as per clause 10.1 of Section-4 Part-A. (Scanned copy on E-TENDER Portal and Physically to Tender Inviting Officer in case of e-Tender). Attestation of the specimen signatures of such authorized signatory by the Company's/firm's bankers as per Clause 14.3(d) of Section IV Part A	
9	List of all Board of Directors of the company as per clause 10.1 of Section-4 Part-A.	
10	Near relative certificates(s) as per format-6(B) of Section-6 and clause 10.1 of Section-4 part A	
11	Under taking as per format-6(A) of Section-6.	
12	Documentary proof of applicable rate of GST/Other taxes/duties. as per clause 10.1 of Section-4 Part-A.	
13	Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally	
14	Clause-by-Clause compliance statement pursuant to clause 11.1 (c) Section-4 Part-A – Annexure 8	
15	No deviation statement for Clause-by-Clause compliance as per clause 11.1(c) of Section-4 Part-A . Annexure-9	
16	Copy of Certificate of Incorporation as per clause 10.1 of Section-4 Part-A.	
17	Article of Memorandum of Association or Partnership deed or Proprietorship deed as per clause 10.1 Section-4 Part-A.	
18	Reg. Certificate from state Director of Industries of from Secretariat for Industrial Approval (SIA) .	
19	Documentary evidence for financial capability.	
20	Documentary evidence for technical capability	
21	Any other supporting documents asked for in bid document.	
22	A self-declaration that Non- black-listed by GST Authority/BSNL	

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Read, understood and complied
Signature of the bidder

23	Declaration as per Clause-13 of Sec-1 Part-A	
	Contents -(Financial Bid/ BoQ)	
1	Original Price Schedule (BOQ) as per Section-9 Part-B.	

NOTE:

- (i) It is strictly instructed that documents should be uploaded in order as detailed above.
- (ii) No document should be uploaded twice.
- (iii) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'the document ...<name>.... called vide clause _____ is not applicable on us.
- (iv) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

5.2 Price schedule / BOQ

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

- i) Down load price schedule / BOQ part
- ii) Fill rates in down loaded price schedule / BOQ
- iii) Save filled copy of downloaded price schedule / BOQ file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
- iv) Download price schedule / BOQ Section-9 Part B in **Excel format**. Fill up required information and save in your computer for uploading it while submitting the bid

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

8. Public Online Tender Opening Event (TOE)

CPPP offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on CPPP.

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

9.E-Reverse Auction : No reverse auction

E-Reverse Auction would be conducted on unit/total package/net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial Part.(Not applicable for this tender)

The following would be parameters for e-Reverse Auction- Not applicable for this tender

Sl No	Parameter	Value
1.	Date and Time of reverse Auction bidding event	Will be intimated to Technically Responsive bidders after the opening of financial part
2	Duration of Reverse –Auction bidding event(typically 1 to 2) hours.
3	Automatic extension of the Reverse – Auction Closing Time, if last bid received is within a pre-defined Time Duration before the Reverse Auction closing Time	Yes
3.1	Pre defined Time Durationxx Minutes (typically 05 minutes)
3.2	Time Duration of Automatic extensionyy Minutes (Typically 10 minutes)
3.3	Maximum number of Auto Extensionsnn Automatic Extensions (Typically 04 to 06 extensions)
4	Criteria of bid acceptance	Beat on starting last quoted price as well as Beat on Rank-1 Bid Value
5	Entity start price	Unit/total package/net cost to BSNL (To be decided by planning cell)
6	Minimum bid decrement(Value in currency) to be decided by planning cell
7	Display of Pseudo identity of bidders during bidding period	Tot all Bidders, as well as BSNL's officers
8	Display of Bidder's own current Rank	Yes

Note: Parameters at Sl No. 5 and 6 shall be confirmed after opening & evaluation of Financial bid parts.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPPP Portal. The help information provided through 'CPPP User-Guidance Center' is available in three categories –Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP. The following ' **FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
3. Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP (BSNL should not be responsible any problem arising out of internet connectivity issues).

Important Note:

1. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
2. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

For further instructions, the vendor should visit the home -page of the portal

11. Minimum Requirements at Bidders end

Computer System with good configuration (1 GB RAM, OS Windows 7 or higher version) ,Broadband connectivity. Microsoft Internet Explorer 8.0 /Mozilla Fire Fox, Digital Certificate(s) and latest version of Java installed

12. Vendors Training Program

Vendors may contact the CPPP Helpdesk personnel given in clause 4 of Section 4 Part C, for any type of training/help, which they may require while uploading the bids.

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Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This

would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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

1. APPLICATION:

The General Conditions shall apply in contracts made by the BSNL for the availing of services.

2. STANDARDS:

The services supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section 3 Part B.

3. PERFORMANCE SECURITY:

3.1. Performance Security: All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance Work Order/ LoI, valid for a period of 30 months within 14 days from the date of issue of Advance Purchase Order by the Purchaser and enter into agreement with BSNL Mobile Services, Karnataka Circle. BSNL Karnataka Circle reserves the right to revise it subsequently.

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

3.3 The Performance Security Guarantee Bond shall be in the form of a Bank Guarantee issued by a Nationalised /Scheduled Bank and in the form provided in **Section 7 B** of this Bid Document.

3.4 The performance security Bond will be discharged by the BSNL after completion of the contractor/Suppliers performance obligations under the Contract.

4. PENALTY FOR DELAYS IN PERFORMANCE:

4.1 In case of delayed execution of work, penalty in the form of liquidated charges will be imposed as per **clause 10, Section-5 Part A** of the bid document

4.2 In case of non-execution / part execution of work and remaining work being evaded, CGMT, Karnataka Circle, Bengaluru reserves the right to get the work / remaining work completed through other agencies even at higher rate and the expenditure incurred thereof will be recovered from the first party, from the bill or Security Deposit or from both as the case may be with termination of agreement.

4.3 For substandard work or bad fitting, the contractor will have to re-execute the work as per the instruction of the supervising staff / officer of BSNL without extra charge.

4.4 The Performance Guarantee will be en-cashed for unsatisfactory service after allowing reasonable chance to set right the service deficiencies to the full satisfaction of BSNL Mobile Services, Karnataka Circle, Bangalore. Security Deposit / Performance Guarantee can be forfeited / encashed to set off claim of BSNL Mobile Services, Karnataka Circle, Bangalore for penalty.

4.5 BA Heads, Karnataka Circle, reserves the right to conduct an independent survey to ascertain the qualitative and quantitative performance of the vendor. In case the vendor is found deficient in various aspects of customer expectations, the purchaser reserves the right to impose a penalty maximum up to 12 % of the total cost of work.

5. INSPECTIONS AND TESTS:

The BSNL or his representative shall have the right to inspect the services carried out by the contractor at any time during the execution and during the validity of the contract.

6. PAYMENT TERMS:

- 6.1 100% of the payment will be made after the successful completion of work as per the work order Specification and certification to the effect that the work is completed satisfactorily by officer-in-charge / SDE BSNL Mobile Services wing of the concerned SSA/BA and duly counter signed by DGM (O&I) Concerned.
- 6.2 The claim of payment due to the contractor on the basis of approved rates may be prepared by contractor on monthly basis. The payment due, after passing by the competent authority will be worked out on actual and Payment will be released by the paying authority i.e. **Corporate Central Settlement Cell (C-CSC), BSNL Corporate Office, New Delhi**. The payment shall be released subject to the payment of GST by the vendor as applicable and after deduction of TDS and other relevant tax as applicable.
- 6.3 Payment will be made through ECS (Electronic Clearing Service) for which the contractor has to furnish the following Bank mandate / information:
- a) Name and Address of the Vendor & Vendor's Bank. b) Account No. c) Type of Account d) Bank MICR Code no. e) IFSC (Bank Branch) Code.**
- 6.4 Invoice should be submitted, work order wise – with work completed within the specific duration mentioned in the work order, along with documents mentioned below, to DGM (O&I) CM, of the concerned SSA/BA, Karnataka Circle which will be forwarded after following the necessary formalities to Accounts section of concerned units. Payment shall be made by the Corporate CSC to the vendor after the approval of the Competent Authority. Bill should be accompanied with following documents. Invoice should be submitted work order wise
- a)** Invoice in Triplicate duly specifying PAN number and GST Registration Number and BSNL's GST Registration Number
- b)** Certificate of Satisfactory completion of work from Officers -In charge of Mobile Services Karnataka Circle.
- c)** Copy of Work Order with up to date amendment, and work completion certificate, if any.
- (d) The vendors has to submit the invoice with GSTN registration number of the vendor & BSNL. Invoice shall be submitted as per GST invoice rules.
- The Invoice should show the breakup % of CGST/SGST/IGST with CGST/SGST/IGST amount wherever applicable and place of supply.
- (e) Vendor has to submit the invoices within 30 days of completion of service/supply.
- (f) Invoice must be uploaded in GSTN and submitted on time with this uploading proof.
- (g) Vendor has to accept the debit and credit note wherever there is change in value of supplies made to BSNL and upload the same in GSTN. Further, the vendor has to furnish the credit note wherever required.

Note 4: - All statutory taxes as applicable shall be deducted at source before payment.

Note :- (1) If the supplier fails to furnish necessary supporting documents i.e GST invoice/Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier. (2) Tax amount will be paid to the supplier only after supplier declared the details of the invoices in its return in GSTR1 and GSTR3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal. (3) TDS/TCS shall be deducted at the prescribed rate, if any (as the case may be)

6.5 The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-

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

7. PRICE:

- 7.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in Taxes and duties as specified in Clause-7.2 of this Section mentioned below.
- 7.2 For changes in Taxes and Duties during the scheduled delivery period, the unit price shall be regulated as under:
 - 1. Prices will be fixed at the time of issue of purchase order as per Taxes and Statutory Duties applicable at that time
 - 2. In case of reduction of Taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
- 7.3 In case of increase in taxes/ duties during the scheduled delivery period, the purchaser shall revise the prices as per new taxes/ duties for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 7.4 Any increase in **taxes and other statutory duties/ levies**, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and Taxes as per price mentioned in PO.

8. CHANGES IN WORK ORDERS:

The purchaser may, at any time, by a written order given to vendor, make changes within the general scope of the contract in any one or more of the following:

- a) The services to be provided by the tenderer.
- b) If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract, an equitable adjustment shall be made in the contract price or scheduled time, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within 30-days from the date of the receipt of the change in order.

9.DELAYS IN THE VENDOR'S PERFORMANCE:

9.1 Performance of the services shall be made by the supplier in accordance with the time schedule and technical specifications provided in the work order. In case the services are not completed in the stipulated delivery period, as indicated in the purchase order, purchasers reserves the right either to short close / cancel the purchase order in part or full and/or recover liquidated damage charges. The cancellation / short closing of the order for services in part or full shall be at the risk and responsibility of the contractor. BSNL reserves the right to short closed / cancelled services at the risk and cost of the defaulting contractor.

9.2 Delay by the supplier in the performance of its obligations with reference to the services shall render the supplier liable to any or all of the following sanctions:

- i) Forfeiture of its performance security.
 - ii) Imposition of liquidated damages.
 - iii) Short closure of contract in part or full and/ or termination of the contract for default.
- 9.3 Performance of services shall be made by the contractor in accordance with the time schedule specified by the work order, if any. If work is not performed in the stipulated time period as per work order, BSNL reserves the right to recover liquidated damage charges or short-close / cancel this work order. The cancellation / short-closing of the order shall be at the risk and responsibility of the vendor and CGMT, Karnataka Circle, Bangalore reserves the right to award contract to other vendor.
- 9.4 If at any time during performance of the contract, the contractor encounters any condition impeding timely performance of service, he shall promptly notify the purchaser in writing the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the vendor's notice, BSNL Mobile Services, shall evaluate the situation and may at its discretion extend the period for performance of the contract subject to interests of BSNL Karnataka.

10. LIQUIDATED DAMAGES:

The maximum time limit allowed to complete the work is as per the detailed work order. For the Incomplete work beyond stipulated time period, the tendering authority shall be entitled to recover 0.5 % of the value of the work order for *each week of delay or part thereof* for a period up to *ten weeks* and thereafter at the rate of 0.7% of the value of the work order for *each week of delay or part thereof* for another *ten weeks*. BSNL reserves the right to terminate the tender and take necessary action as appropriate. The total value of penalty / liquidated damages shall be limited to a maximum of 12% of the value of the work order.

11. REGISTRATION WITH LABOUR COMMISSIONER

Successful Tenderers shall register themselves with Assistant labour commissioner as per Central Labour Act 1972 and Contract Labour Rules 1971 as applicable **within 10 days** after receipt of letter of acceptance of the tender. The contractor is wholly responsible for the safety and security of the personnel and bound to follow all labour rules regarding wages, EPF and ES etc, if applicable.

12. INSURANCE

- a) The Contractor shall also take out workmen's compensation insurance as required by Law and undertake to indemnify and keep indemnified BSNL from and against all manner of claims, demands, losses, damages, costs (including the cost between attorney and client) and charges and expenses that may arise in regard to the same or that the Government may suffer or incur with respect to and/or incidental to the same.
- b) The Contractor is fully responsible for taking all possible safety precautions during preparation for and actual performance of the works.
- c) The contractor shall be solely liable for the expenses for and in respect of repairs and / or damage occasioned by injury or damage to such structures or other properties while executing the work. He will ensure all necessary precautions to avoid such damages either to the property of the BSNL or public.
- d) BSNL may, at its option cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the contractor.
- e) The contractor shall have to furnish originals or attested copies of the policies of insurance taken of being called upon to do so together with all premium receipts and other papers related there to within 15 days.
- f) The Contractor shall have to furnish originals and/or attested copies when called upon by the BSNL or its nominee of all the insurance policies taken as afore said, within 15 days of being called upon to do so together with all premium receipts and other papers related thereto which the BSNL may require. In no case, the work should be commenced without taking the necessary insurance policies as aforesaid.

13. WORK MEN'S COMPENSATION

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

14. FORCE MAJEURE:

14.1 If at any time, during this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason 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 such claim for damages against the 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 event may come to an end or cease to exist, and the decision of the BSNL as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period of *60 days* either party may, at his option terminate the contract.

14.2 Provided, if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, brought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the BSNL may deem fit accepting such materials brought out components and stores as the contractor may with the concurrence of the BSNL elect to retain.

15. TERMINATION FOR DEFAULT:

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole or in part:

a) If the contractor fails or neglects to observe or commit or allows to be committed any breach of the terms and conditions provided or stipulation of this contract on its part to be performed and if such breach is remediable fails to remedy such breach required to be remedied within reasonable time .

or

b) If contractor by his act or omission gives to GM (CM), Karnataka Circle, Bangalore reasonable ground to consider that its right may be prejudiced or jeopardized.

16. TERMINATION FOR INSOLVENCY

The BSNL may at any time terminate the Contract by giving written notice to the contractor without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BSNL.

17. 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 hereunder:

1. A party 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.
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 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

- (3) Neither party shall appoint its serving employee as arbitrator.

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.

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

6. Unless otherwise decided by the parties, Fast 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 upto Rs. 5 crores.

[29B. Fast track procedure – (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).

(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.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

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

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

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub- sections (3) to (9) of Section 29 A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
UptoRs. 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.

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

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

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, Eols, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

III. APPLICABLE LAW AND JURISDICTION

(a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

(b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

18. COURT JURISDICTION

The contract shall be governed by Indian Laws and the Courts at Bengaluru, Karnataka will have jurisdiction to entertain any dispute(s) or claim(s) arising out of such dispute(s).

(i) Any dispute arising out of the Tender / Bid Document / Evaluation of bids / issue of LOI shall be subject to the jurisdiction of the competent court at Bengaluru, the place from where the NIT / Tender has been issued.

(ii) LOI / WO entered with him shall be subject to the jurisdiction of the competent Court at Bengaluru.

“This Contract / PO is subject to jurisdiction of court at BANGALORE only”

19. SET OFF:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL, or any other person or persons contracting through the BSNL, India and set off the same against any claim of the purchaser or BSNL or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the purchaser of BSNL or such other person or persons contracting through BSNL, India. The contractors who are given work orders, must give the details of the services made against all the work orders every month on the first working day of the following month to DGM(O&I) CM, Mobile Services of the concerned SSA/BA of Karnataka Circle.

The bidder should furnish the name of his collaborator (if applicable) and services offered in this tender. No changes in specification of the services offered shall be permitted after opening of bids.

20. FALL CLAUSE

20.1 The prices once fixed will remain valid during the scheduled delivery period. Further, if at any time during the contract.

a) It comes to the notice of purchaser regarding reduction of price for the same or similar service;
And / Or

b) The prices received in a new tender for the same or similar service are less than the prices chargeable under the contract. The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quality, geographical location etc., and the date of its effect for the balance service to the contractor. In case the contractor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further services. This termination of the contract shall be at the risk and responsibility of the contractor and the purchaser reserves the right to purchase the balance services at the risk and cost of the defaulting contractor considering the forfeiture of his performance security.

21. WARRANTY

The services offered by the vendor shall be free from all defects and shall be in conformity with the specifications and in consistent with the established and generally accepted standards of services offered. If it becomes necessary for the purchaser to redo the work, the purchaser may proceed to do the work at the contractor's risk and expenses but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects. The warranty shall be **3 months** from the date on which the services are successfully completed and certificate issued to that effect from the officer in charge

22 SAFETY CODE:

22.1 All necessary personal safety equipments and accessories as considered adequate by the BSNL or its nominee should be kept available for the use of persons employed on the site and maintained in condition suitable for immediate use, and the contractor(s) should take adequate steps of ensuring proper use of equipment by those concerned.

22.2 Any other accessories needed for protection during work execution should be arranged by the contractor.

22.3 The Contractor(s) shall not employ persons below the age of 18 years and females for all works involving risk. Only men above the age of 18 years shall be employee.

22.4 To ensure effective enforcement of the Rules and Regulations relating to safety precautions, the arrangements made by the Contractor(s) shall be open to inspection by the Labour Officer or by the BSNL or by its representatives.

22.5 Notwithstanding the above clauses, there is nothing in these to exempt the Contractor(s) from the operations of any other Act or Rules in force in the Republic of India.

LABOUR CONDITIONS:

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

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

- 1) The *Special Conditions* shall supplement 'Instructions to the Bidders' as per Section - II & "General(Commercial) Conditions of the Contract" as per Section – 5 Part A
- 2) The tenderer should quote specific price for entire Karnataka. No service should be left unquoted. If it is left out by any bidder, the lowest rate quoted by the other bidder will be taken in to account for evaluation purpose. The rate quoted should be composite inclusive of GST and to be applicable anywhere within the jurisdiction of Karnataka Telecom Circle. However, the bidder has to indicate clearly the basic price exclusively along with applicable GST.
- 3) The rates so quoted shall be valid for one year from the date of acceptance of the tender and can be extended for six more months, on mutual consent and satisfactory work.
- 4) The quantities mentioned in the tender schedule is only approximate. The exact quantity of work required will be ordered in either one lot or part by part over a period of one year and for the extended period, if any, at the discretion of BSNL. The contractor shall not have any claim whatsoever over the quantity of work.
- 5) CGM, Karnataka Circle, Bengaluru in exceptional cases, reserves the right to increase/decrease the quantity of the work to be ordered under this tender and in that event no claim what so ever for any damages, losses or compensation on any account shall be entertained by BSNL.

6) Penalty Clause:

- 6.1) If at any stage it is found that the papers submitted by the bidder are not in order, work order / purchase order issued to the bidder is liable to be cancelled and further necessary action against the bidder will be taken as per clause 6.2 detailed below:
- 6.2) If any fraud, misappropriation of funds / stores is detected on part of the bidder at any stage, the bid or work order / Purchase order issued to the bidder is liable to be cancelled and shall render the supplier liable to any or all of the following sanctions:
 - i) Forfeiture of its performance security.
 - ii) Imposition of liquidated damages.
 - iii) Short closure of contract in part or full or termination of the contract for default
 - iv) Banning of the bidder from participation in BSNL tenders in future
- 7) CGMT Karnataka Circle, Bengaluru, reserves the right to terminate the contract without assigning any reasons by giving one month's notice in writing in advance.
- 8) **Contractor is responsible for arranging skilled workforce** with necessary tools and accessories like ropes, spanners, safety belts, Helmets and other safety materials required for his nature of works. Contractor shall be fully responsible for the safety and security of the personnel so engaged for carrying out the works mentioned in the tender document.
- 9) The Bidder shall comply with all applicable labour laws and shall complete all statutory obligations under the applicable labour laws mentioned below:
 - a) CONTRACT LABOUR (REGULARATION & ABOLITION) ACT, 1970.
 - b) EMPLOYEES' PROVIDENT FUNDS & MISC. PROVISIONS ACT, 1952.
 - c) EMPLOYEES' STATE INSURANCE ACT, 1948.

SECTION-6 A

UNDERTAKING & DECLARATION

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

Certified that:

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

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

The tenderer hereby covenants and declares that:

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

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

Date:

Signature of Tenderer

Place: Name of Tenderer

Along with date & Seal

6 (B) – NO NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 32 of Section-4 Part-A & by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is

"I.....s/o.....

r/o.....hereby certify that none of my relative(s) as defined in the tender

document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Signature of the tenderer

With date and seal

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee

(To be typed on Rs.200/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o

..... (Hereafter referred to as
Bidder) has

approached us for giving Bank Guarantee of Rs./- (hereafter

known as the "B. G. Amount") valid up to/...../ 20..... (hereafter known as the

"Validity date") in favour of DGM(MM), BSNL, O/o CGMT, and payable at Bangalore
(Hereafter referred to as BSNL) for participation in the tender of work of

..... vide tender no.....

.....

Now at the request of the Bidder, We

BankBranch having

..... (Address) and Regd. office address as

.....

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

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".

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.

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 operable 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.

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.

Notwithstanding anything herein contained ;

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.

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.

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

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

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

7(B) For the Performance Bank Guarantee

(To be typed on Rs.200/- non-judicial stamp paper) Dated:.....

Sub: Performance Bank guarantee.

Whereas DGM(MM), BSNL, O/o CGMT, and payable at Bangalore

.....(hereafter referred to as BSNL) has issued an APO no.

..... Dated/...../20..... awarding the work of

... to M/s

..... R/o

..... (hereafter referred to as

“Bidder”) and BSNL has asked him to submit a performance guarantee in favour of DGM(MM), BSNL, O/o CGMT, and payable at Bangalore 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

BankBranch having

..... (Address) and Regd. office address as

.....

..... (Hereinafter called ‘the Bank’) agreed to give this guarantee as hereinafter contained:

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.

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.

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.

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.

Notwithstanding anything herein contained ;

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.

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.

In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o CGMT, BSNL Karnataka Circle, Bengaluru-08" payable at Bengaluru.

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

(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

.....

Name of the Representative

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

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

Note 1: Only one representative will be permitted to attend the Bid opening

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. Address of place of Works/
Manufacture
-

Telephone No. Mobile No.

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

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

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

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

.....

.....

7. Permanent Account No. :

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

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

.....

.....

10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.

GSTN 1.....

GSTN 2.....

GSTN 3..... and so on

B) Questionnaire

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

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

.....
.....

Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.- Not applicable

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

4. Suggestion for improvement of the tender document.

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

Place.....

Date

Signature of contractor

Name of Contractor.....

**SECTION-9 Part-A
BID FORM**

Tender No:

To,

.....
<complete address of the purchaser>
.....
.....

.....
<complete address of the Bidder>
.....
.....

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

Ref: Your Tender Enquiry No.dated

Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. dated

.....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.

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

We agree to abide by this Bid for a period ofdays 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.

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

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.

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).

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

Dated: day of 20...

Signature

Witness Name

Signature..... In the capacity of

Name Duly authorized to sign the bid for and on

Address behalf of

No : KTKCO-19/14(12)/2/2023-CM OPN/1 DATED 12-05-2023 Page 75 of 99

Read, Understood and Complied

Signature of the Bidder

SECTION-9 PART-B

Price Schedule for RF RE DEPLOYMENT WORKS IN MOBILE SERVICES KARNATAKA TELECOM CIRCLE

SI No	SoR Item Description	Total Quantity	Basic Unit Price excluding all taxes & charges	GST						All Inclusive Unit Cost	Amount of Input tax Credit(ITC) to be availed by BSNL	Unit price excluding ITC amount (net unit cost to BSNL)	Total price. Inclusive of all levies and charges but excluding ITC (net total cost)	HSN for goods and SAC for services
				CGST		SGST		IGST						
				Rate	Amt	Rate	Amt	Rate	Amt					
A	B	C	D	E	F=(C*D)*E	G	H=(C*D)G	I	J=(C*D)*I	K=(C*D)+F+H+J	L	M=K-L	N	O
1	Hoisting of GSM AMF on tower	173												
2	Hoisting of GSM/UMTS/WLL Antenna on tower	327												
3	De-hoisting of GSM/UMTS/WLL Antenna from tower	380												
4	DE-hoisting of GSM AMF from tower	181												
5	Hoist of GSM/UMTS/WLL Feeder Cable from BTS to Ant on tower	9488												
6	De-hoisting of GSM/UMTS/WLL Feeder Cable from antenna on tower to BTS	29450												

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Read, Understood and Complied
Signature of the Bidder

7	Connectorisation of the feeder cable per connector	1309												
8	Weather proofing of feeder cable	509												
9	Fixing of Plates & Boot for Wave Guide entry including wall opening	97												
10	EGB,IGB Fixing	98												
11	Grounding of Feeder Cable	322												
12	Connectorisation of the jumper cable per connector	4302												
13	Fixing of Surge arrestors per run	162												
14	Heat Shrink Joint at Indoor Jumper/Power cables	158												
15	Alignment of M/W system between A end and B end	152												
16	Hoisting of MW AMF on tower	97												
17	Hoisting of MW antenna 1.2/0.6 Mtr Dia with ODU fixing and earthing of ODU to tower body	145												
18	DE-hoisting of MW AMF on tower	80												

19	De-hoisting of 1.2/0.6 Mtr MW Ant including ODU	326												
20	Hoisting of MW IF cable from IDU to ODU on tower with connectorization	4025												
21	De-Hoisting of MW IF cable from ODU to IDU	3700												
22	Hoisting of Radio modem ODU with antenna	56												
23	De-hoisting of Radio modem antenna with ODU	56												
24	De-hoisting CAT (1+1) cable from antenna(ODU) on tower to IDU	3030												
25	Alignment of Radio Modem antenna at A & B end for link up of the system	57												
26	Removal of Bird/Honey bee/Wasp nest	102												
27	Installation and commissioning of Optical Frequency Translators/Outdoor /indoor Repeaters	40												
28	Fixing of transmitting and receiving	1000												

	antenna for repeaters													
29	Laying of feeder cable from repeater to transmitting antenna	1000												
30	Laying of RF jumper cable (1/2") from repeater to receiving antenna	1000												
31	Laying of jumper cable from repeater/IBS BTS to various omni patch panel antennae in indoor buildings	4000												
32	Fixing of omni/patch panel antennna including connectorization	1200												
33	Fixing of Splitters/Combiners including connectorization	600												
34	Hoisting of RRH	237												
35	Hoisting of CPRI cable and connectorisation	10800												
36	Hoisting of RRH Power cable including boot sealing at RRH and running earth cable with	12700												

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Read, Understood and Complied
Signature of the Bidder

	connectorization to RRH													
37	Antenna Height Increase/ Decrease	122												
38	De Hoisting of CPRI cable	4650												
39	De-hoisting of RRH power cable	4650												
40	Erection of Roof Top poles - 3 mtr	135												
41	Erection of Roof Top poles - 6 mtr	138												
42	Erection of Roof Top poles - 9 mtr	135												
43	Civil works for erection of Roof Top Poles	176												
44	De-hoisting of RRH	118												
45	Fixing of wall mounting fixtures,	70												
46	installation of RF cable tray for wall mounting antenna	65												
47	changing of OVP (Over Voltage Protection)	60												
48	Erection of MARR coupled masts: 12 /15/18/21mtrs, total 20 nos :12m-6 nos, 15 m-6 nos,18m-4 nos, 21m-4 nos)	106												

49	Dismantling of of MARR coupled masts: 12 /15/18/21mtrs (incl. Concrete base), total 20 nos :12m-6 nos, 15 m-6 nos,18m-4 nos, 21m-4 nos)	106												
50	Concreting of bed with bricks/ jelly/ solid bricks of MARR masts GBT	10												
51	Concreting of bed with bricks/ jelly/ solid bricks of MARR masts RTT	10												
52	Welding/brazing of angles of coupled MARR masts	10												
53	Erection of Ground based MARR masts 21/24/27 mtrs., total 5 nos:21m-2,24m-2,27m-1	39												
54	Rehabilitation of Tower by tightening of nut-bolts/ welding, etc	40												
55	Dismantling of 15/18/21 mtr RTT structures, total 7 nos: 15m-2nos ,18m-2 nos,21m-3nos	43												

56	Erection of 15/18/21 mtr RTT structures total 7 nos: 15m- 2nos ,18m-2 nos,21m-3nos	43												
----	---	----	--	--	--	--	--	--	--	--	--	--	--	--

Note s for bidder:

1. Bidder must mandatorily quote for all GST components (CGST, SGST, and IGST) as required.
2. If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column - 4 & the Goods and Services Tax (GST) in column 7 to 12.
3. The bidder who submits the offer with concessional Goods and Services Tax (GST) shall submit the proof of applicable concessional GST. In case the concessional GST is not Creditable to BSNL it should be included in the price of the Goods / Services.
4. In case, dealer is registered under compounding scheme or any Rule / Notification where the BSNL is not eligible for Input tax credit then the bidder should not disclose any amount in Amount in column 7 to 12 & 14.
5. *** %ge Rate of FF & packing should be shown of Basic Unit Price excluding all taxes & charges (i.e. as %ge of Col.4)**
6. The FF & packing amount quoted shall not be subject to change after bid evaluation / ordering on account of change of Copper, Lead base price, charges in duties & taxes of Item, etc.
7. Bidder must mandatorily mention HSN & SAC numbers.

Declaration by bidder

1. "We here by declare that in quoting the above prices, we have taken into account the entire credit on Inputs available under the GST Act Introduced w.e.f 1st July 2017 and further extended on more Items till date"
2. We hereby certify that HSN / SAC shown in column 15 are correct & credit of GST for the amount shown in column 14 above is admissible as per GST Laws."

Name of the Firm and Signature of the Bidder.

Read, Understood and Complied
Signature of the Bidder

Annexure to Price Bid

Sl.No	Item Description	Unit	No.of RF Activities
1	Hoisting of GSM AMF on tower	Fixture	173
2	Hoisting of GSM/UMTS/WLL Antenna on tower	Antenna	327
3	De-hoisting of GSM/UMTS/WLL Antenna from tower	Per Unit	380
4	DE-hoisting of GSM AMF from tower	Per Unit	181
5	Hoist of GSM/UMTS/WLL Feeder Cable from BTS to Ant on tower	Per Mtr	9488
6	De-hoisting of GSM/UMTS/WLL Feeder Cable from antenna on tower to BTS	Per Mtr	29450
7	Connectorisation of the feeder cable per connector	Connector	1309
8	Weather proofing of feeder cable	Job	509
9	Fixing of Plates & Boot for Wave Guide entry including wall opening	Job	97
10	EGB,IGB Fixing	Job	98
11	Grounding of Feeder Cable	Job	322
12	Connectorisation of the jumper cable per connector	Connector	4302
13	Fixing of Surge arrestors per run	Job	162
14	Heat Shrink Joint at Indoor Jumper/Power cables	Job	158
15	Alignment of M/W system between A end and B end	Per Hop	152
16	Hoisting of MW AMF on tower	Per Unit	97
17	Hoisting of MW antenna 1.2/0.6 MtrDia with ODU fixing and earthing of ODU to tower body	Antenna	145
18	DE-hoisting of MW AMF on tower	Per Unit	80
19	De-hoisting of 1.2/0.6 Mtr MW Ant including ODU	Antenna	326
20	Hoisting of MW IF cable from IDU to ODU on tower with connectorization	Per Mtr	4025
21	De-Hoisting of MW IF cable from ODU to IDU	Per Mtr	3700
22	Hoisting of Radio modem ODU with antenna	per end	56
23	De-hoisting of Radio modem antenna with ODU	per end	56
24	De-hoisting CAT (1+1) cable from antenna(ODU) on tower to IDU	Per Mtr	3030
25	Alignment of Radio Modem antenna at A & B end for link up of the system	Per Hop	57
26	Removal of Bird/Honey bee/Wasp nest	Job	102
27	Installation and commissioning of Optical Frequency Translators/Outdoor/indoor Repeaters	per end	40
28	Fixing of transmitting and receiving antenna for repeaters	per antenna	1000

29	Laying of feeder cable from repeater to transmitting antenna	Per Mtr	1000
30	Laying of RF jumper cable (1/2") from repeater to receiving antenna	Per Mtr	1000
31	Laying of jumper cable from repeater/IBS BTS to various omni patch panel antennae in indoor buildings	Per Mtr	4000
32	Fixing of omni/patch panel antennna including connectorization	per unit	1200
33	Fixing of Splitters/Combiners including connectorization	per unit	600
34	Hoisting of RRH	Per unit	237
35	Hoisting of CPRI cable and connectorisation	Per mtr	10800
36	Hoisting of RRH Power cable including boot sealing at RRH and running earth cable with connectorization to RRH	Per unit	12700
37	Antenna Height Increase/ Decrease	Per job	122
38	De Hoisting of CPRI cable	Per Mtr	4650
39	De-hoisting of RRH power cable	Per Mtr	4650
40	Erection of Roof Top poles - 3 mtr	Job	135
41	Erection of Roof Top poles - 6 mtr	Job	138
42	Erection of Roof Top poles - 9 mtr	Job	135
43	Civil works for erection of Roof Top Poles	Job	176
44	De-hoisting of RRH	Per unit	118
45	Fixing of wall mounting fixtures,	Per unit	70
46	installation of RF cable tray for wall mounting antenna	job	65
47	changing of OVP (Over Voltage Protection)	job	60
48	Erection of MARR coupled masts: 12 /15/18/21mtrs, total 20 nos :12m-6 nos, 15 m-6 nos,18m-4 nos, 21m-4 nos)	Per 3 mtr	106
49	Dismantling of of MARR coupled masts: 12 /15/18/21mtrs (incl. Concrete base), total 20 nos :12m-6 nos, 15 m-6 nos,18m-4 nos, 21m-4 nos)	Per 3 mtr	106
50	Concreting of bed with bricks/ jelly/ solid bricks of MARR masts GBT	job	10
51	Concreting of bed with bricks/ jelly/ solid bricks of MARR masts RTT	job	10
52	Welding/brazing of angles of coupled MARR masts	job	10
53	Erection of Ground based MARR masts 21/24/27 mtrs, total 5 nos:21m-2,24m-2,27m-1)	Per 3 mtr	39
54	Rehabilitation of Tower by tightening of nut-bolts/ welding, etc	Per tower	40
55	Dismantling of 15/18/21 mtr RTT structures, - total 7 nos: 15m-2nos ,18m-2 nos,21m-3nos	Per 3 mtr	43
56	Erection of 15/18/21 mtr RTT structures, - total 7 nos: 15m-2nos ,18m-2 nos,21m-3nos	Per 3 mtr	43

CHECKLIST FOR BIDDER

Sl.No.	Contents -Techno-Commercial	Submitted or Not
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 as per clause 37.1 of Section 4 Part A 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 Demand Draft/Bankers Cheque/ Bank Guarantee from a nationalized bank for ₹____/- valid up to 210 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	Valid MSE Certificate, if applicable . In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.(Scanned copy on E-TENDER Portal and hardcopy to Tender Inviting Officer in case of e-Tender). MSE bidders should submit their valid Udyam Registration Certificate indicating URN(Udyam Registration Number) issued from MSME	
4	Valid PAN No.	
5	Valid GST Registration Certificate No or exemption certificate No.	
6	Original Bid Form as per Section-9 Part-A.	
7	Original Bid Document signed in all pages (scanned copy)	
8	Power of Attorney duly notarized as per clause 10.1 of Section-4 Part-A. (Scanned copy on E-TENDER Portal and Physically to Tender Inviting Officer in case of e-Tender). Attestation of the specimen signatures of such authorized signatory by the Company's/firm's bankers shall be furnished.	
9	List of all Board of Directors of the company as per clause 10.1 of Section-4 Part-A.	
10	Near relative certificates(s) as per format-6(B) of Section-6 and clause 10.1 of Section-4 part A	
11	Under taking as per format-6(A) of Section-6.	
12	Documentary proof of applicable rate of GST/Other taxes/duties. as per clause 10.1 of Section-4 Part-A.	
13	Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally	
14	Clause-by-Clause compliance statement pursuant to clause 11.1 (c) Section-4 Part-A	
15	No deviation statement for Clause-by-Clause compliance as per clause 11.1(c) of Section-4 Part-A as per Annexure 8&9	

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16	Copy of Certificate of Incorporation as per clause 10.1 of Section-4 Part-A.	
17	Article of Memorandum of Association or Partnership deed or Proprietorship deed as per clause 10.1 Section-4 Part-A.	
18	Reg. Certificate from state Director of Industries of from Secretariat for Industrial Approval (SIA)	
19	Documentary evidence for financial capability	
20	Documentary evidence for technical capability	
21	Any other supporting documents asked for in bid document.	
22	A self-declaration that Non- black-listed by GST Authority/BSNL	
23	Declaration as per Clause-13 of Sec-1 , Part A.	
	Contents Financial Bid/ BoQ	
1	Original Price Schedule (BOQ) as per Section-9 Part-B.	

SECTION – 10
(PROFORMA FOR AGREEMENT)
SERVICE AGREEMENT

This Agreement made on the _____ day of _____ between, BHARAT SANCHAR NIGAM LIMITED a Company incorporated under the Companies Act, 1956 having its registered and Corporate Office at 'Bharat Sanchar Bhavan', H C Mathur Lane, Janpath, New Delhi 110001, through its office in Karnataka Telecom Circle O/o CGMT, Karnataka Circle, Halasuru, Bangalore-8 hereinafter called "BSNL" (Which expression shall unless repugnant to the context and meaning shall deem to mean and include its successors and assigns) of the one part
AND

M/s. _____ a Company registered under the Companies Act, 1956 (No: _____) a limited Firm constitute having its place of business at _____ hereinafter referred to as "vendor" (Which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its/his/her/their respective heirs, executors, administrators and successors / the partner(s) for the time being of the said firm, the survivor(s) of them and the executors, administrators and successors of the surviving partners as the case may be) of the other part.

Now that present witness and it is hereby agreed and declared by and between the parties to those presents as follows:-

The CONTRACTOR will, during the period of this contract, that is to say, from xx-xx-xxxx to xx-xx-xxxx or until this contract shall be terminated by such notice as is hereinafter mentioned, whichever is earlier, safely carry out by means of labourers employed at his own expense and by means of tools, implements equipment etc, to be arranged by him to his labourers at his own expense for all the works as described in the Technical Specification of the Tender Document.

For the purpose of this agreement, the Executive Officer includes the officer under whose signature the work order will be issued and any other officer authorized by the Executive Officer

The CONTRACTOR shall abide by the rules and conditions laid down in the schedule annexed to this agreement as terms & conditions and Technical specification and such other rules and regulations as may be framed from time to time by the BSNL, Karnataka Circle, Bangalore.

The CONTRACTOR shall promptly carry out all the works relating to Antenna / Tower works whenever called upon by the BSNL or by any of the competent persons within the jurisdiction of the Mobile Services, Karnataka Circle and within the time as will be specified to by the BSNL or by any of the competent persons hereof at the time of issuing work order for each individual work.

The CONTRACTOR shall execute all the items of works mentioned in the work order with most efficient and workman-like manner. As regards materials and labourer, in every respect it must be in strict accordance with the instructions given to him from time to time by the officer concerned above or the Executive Officer.

The work shall, throughout the stipulated period, be preceded with all due diligence and the time allowed for completing the work as entered in the work order shall strictly be observed by the CONTRACTOR. The time in this respect shall be deemed to be the essence of the contract on the part of the CONTRACTOR

If the CONTRACTOR fails to carry out any of his obligations under this agreement and as mentioned in terms & conditions and Technical Specification penalty or recovery at the rates as prescribed at terms & conditions shall be imposed by competent officers.

The CONTRACTOR's heirs or representatives or successors or assignees shall, with the consent in writing from the CGMT, Karnataka Circle, Bangalore will have the right to continue to perform the duties or engagements of the CONTRACTOR under the contract in case of his physical incapacity or any other eventuality.

This contract shall not, nor shall any part thereof or any interest herein be transferred or assigned by the CONTRACTOR to any other person or persons or a company or attempted to be so

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done without the previous consent in writing of the CGM, Bangalore-8 being first obtained If the CONTRACTOR desires to transfer or assign his/its business to any other person, persons or company, the CONTRACTOR shall make it one of the terms and stipulations of the contract of transfer of his /its properties and business to such other person or company that such other person or company shall, provided the CGM, BSNL consents to the same, continue to perform the duties or engagements of the CONTRACTOR under this contract and be subject to his liabilities there under.

The CONTRACTOR hereby covenants and declares that no one connected with or in the employment of the BSNL is nor shall any person ever be admitted as a partner or to any interest in this contract

The contractor shall abide by the Central Labour laws 1972 and Contract Labour laws 1971 & provisions of EPF & Misc provisions Act 1952 and Employees provident Fund Scheme 1952. Each claim bill of contractors must accompany the (I) List showing the details of labourers/ employees engaged (II) Duration of their engagement (III) The amount of wages paid to such labourers / employees for the duration in question (IV) Amount of EPF contributions (both employer's & employees contributions) for the duration of engagement in question, paid to the EPF Authorities (V) Copies of authenticated documents of payments of such contributions to EPF Authorities & (VI) a declaration from the contractors regarding compliance of the conditions of EPF Act 1952.

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

The Contractor shall have to furnish originals and or attested copies required by DGM (MM), O/o CGMT, Bangalore, of the policies of insurance taken within 15 days of being called upon to do so together with all premium receipts and other papers related there to which the BSNL may require.

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

The Contractor is fully responsible safety precautions during preparation for and actual performance of the works. All safety measures such as Helmet, Ropes tied to Body while working on towers are to be adopted meticulously as per labour laws.

The security deposit or so much thereof as may not have been appropriated to the use of the BSNL will be returned to the CONTRACTOR after six months from the termination of the contract on satisfactory completion of works and on receipt of 'NO DEMAND' certificate issued by SDE and countersigned by DE / DGM concerned thereafter. The BSNL may withhold such payment up to 2 (two months) from the date of receipt of 'NO DEMAND' certificate for the purpose of verifying records so as to ensure that there is no recovery pending for any damages.

That the BSNL will pay to the CONTRACTOR for the work which the CONTRACTOR was called upon by the BSNL or any of the officers and which was satisfactorily done by the CONTRACTOR at the rates approved by competent authority. For this purpose the CONTRACTOR should submit the bill (in triplicate) to the SDE concerned for the items of work done by him / them

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against a particular work order, within 30 (thirty) days of the items of work covered by that work order having been satisfactorily completed by him / them. The bill will ordinarily be payable within 2 months (two months) from the date of such submission. In case the bill is not submitted within 30 days (thirty days), the claim for settlement of bill within stipulated time and damages etc. caused on account of any late settlement will not be entertained by the BSNL

While making payment of CONTRACTOR's bill (s), Mobile services, Bangalore will deduct Income Tax, at the rate fixed/to be fixed from time to time by the Government of India on the gross amount of each bill passed for payment in accordance with the provision of Clause 194-C of Income - Tax Act, 1973.

The CONTRACTOR may use form as per GST Rules to prepare his bills; but bills prepared by him on his own form etc. may be accepted, provided they comply with the following conditions.

The bills will be submitted in triplicate, all copies being signed by the CONTRACTOR. The three copies may be marked 'Original', 'Duplicate' and 'Triplicate' respectively.

b) Details of the quantity and nature of each item of work done or material supplied as well as the stipulated rates be given.

c) The dates of commencement and completion of the work or supply of materials be mentioned. Measurement Book should be duly signed by the CONTRACTOR at the time of measurement and he will attach completion report duly signed by the Sub Divisional Engineer / Divisional Engineer based on the measurement book.

d) The number and date of the work order be mentioned.

e) A/T report issued by concerned officer of BSNL, Karnataka to be enclosed wherever applicable

In the event of any penal action as mentioned in Terms & Conditions being adopted, the CONTRACTOR shall have no claim for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into arrangement or made any advance on account of or with the view of the execution of the work or the performance thereof.

In the event of any of the said Executive Officers exercising the powers thereof he may, if he so desires, take possession of all or any of the tools, plants materials and stores in or upon the works on the site thereof or belonging to the CONTRACTOR, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same any amount at contract rates or in case of this not being applicable at current market rate to be certified by any of the said officers whose certificate thereof shall be final, any of the said officers may, in the alternative request the CONTRACTOR or his agents and servants to remove such tools, plants materials or stores within a time specified and in the event of the CONTRACTOR failing to comply with this requisition, any of the said officers may remove them at the CONTRACTOR's expenses and sell them by public auction or private sale on account of the CONTRACTOR and on his risk and responsibility and certificate of any of the said officers as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

The CGMT, Halasuru, Bangalore-8 reserves the right to carry out including all other allied works, in part or whole, without entrusting the same to the existing CONTRACTOR. However, in that event the CONTRACTOR will not be held liable to pay the difference of cost to the BSNL in case it exceeds the cost of the work executed by the CONTRACTOR, or any difference if the cost in the event becomes less than the cost that would have been incurred as per contract rates be claimed by the CONTRACTOR. If the CONTRACTOR shall suffer from physical or any other incapacity before the expiry of this contract resulting in non performance the BSNL or any of the officers nominated by competent authority thereof may at his sole discretion, either immediately terminate this contract or require the successors / heirs or assignees or the legal representatives of the CONTRACTOR to carry out the same for such period not exceeding three calendar months or as the BSNL and the said officers may require

Any notice required to be given under these presents may be given by delivering to or leaving the same with the CONTRACTOR at the address given above or by posting letter addressed to the

CONTRACTOR at the said address and shall be deemed to be served at the time of such delivery or at the time of leaving the same with the CONTRACTOR or in cases of posting at the time when the letter would have reached the CONTRACTOR in the ordinary course by post.

TERMINATION

The CGMT Karnataka Circle, Halasuru, Bangalore-8 reserves the right to revoke the agency at any time by giving a One month notice. Notwithstanding any thing contained anywhere else in the agreement; the BSNL's decision shall be final in this respect and binding on vendor.

EVENTS OF TERMINATION:

Without prejudice to any right of CGMT, Karnataka Circle, Halasuru, Bangalore-8 shall terminate this agreement:-

- a) If the vendor fails or neglects to observe or commits or allows to be committed any breach of the terms conditions provision or stipulations of this agreement on its part to be performed and if such breach is remediable fails to remedy such breach required to be remedied within reasonable time.
Or
- b) If any of the representations made by the vendor are found to be false or wrong
Or
- c) If the vendor does or suffers any act or thing or omits to do so suffers to done any act, thing deed or matter whereof in the consequence of which the business of BSNL Mobile Services, Karnataka Circle, Bangalore may be or is likely to suffer
Or
- d) If the vendor Act beyond the scope of this Agreement or is suspected of falsifying record
Or
- e) If the vendor by its act or omission gives to CGMT, Karnataka Circle Bangalore, reasonable ground to consider that its right may be prejudiced.

CONSEQUENCES OF TERMINATION:

Upon the termination or expiration of this agreement for any reason, the vendor shall:-Immediately cease to operate as the vendor and not hold itself in any way as the vendor of CGMT, Karnataka Circle Bangalore and refresh from any action that would or may indicate any relationship between it and CGM, Karnataka Circle, Bangalore.

PURCHASER-TO-PURCHASER AGREEMENT:

It is agreed to between both the parties that this Agreement is on a PURCHASER-to-PURCHASER basis and does not create and shall not deem to create any employer – employee relationship between the vendor And BSNL Mobile Services, Karnataka Circle, Bangalore The vendor shall not by any acts, deeds or otherwise represent to any person that the vendor is representing or acting as agency of BSNL Mobile Services, Karnataka Circle, Bangalore, expect to the extend and purpose permitted herein.

NO WARRANTIES WITHOUT AUTHORITY:

The vendor shall make no statement representation of claim and shall give no warranty to any person in respect of the business of BSNL Mobile Services, Karnataka Circle, Bangalore unless the vendor is specifically authorized in writing by the BSNL Mobile Services, Karnataka Circle, Bangalore

ASSIGNMENTS AND SUB-CONTRACTING:

The vendor shall itself perform its obligation under this agreement and shall not assign, transfer or sub-contract any of its right and obligation under agreement except with prior written permission of BSNL Mobile Services, Karnataka Circle, Bangalore.

NOTICE:

Any notice under this agreement shall be in writing and shall be addressed to the vendor and to DGM(MM) at office of CGM Karnataka Circle, No.1, Swamy Vivekananda Road, Halasur, Bangalore – 560008 or to any changed address and for proving the service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted. Any notice shall be sent by registered post AD/Speed post to the address of the vendor and Karnataka Circle, Bangalore.

TIME IS THE ESSENCE:

Time shall be the essence of this agreement in so far as it relates to the observance or performance by the vendor of all or any of its obligations under this agreement.

The NIT (Notice Inviting Tender), Bid Documents (Technical and Financial bid) , LOI(Letter of Intent), Approved Rates annexed hereto and such other additional particulars , instructions , work orders forms integral part of this contract

IN WITNESS WHERE OF the parties have executed these presents the day _____ and year therein above written.

Signed and Delivered by

For & on behalf of the
Presence of _____

For& on behalf of BSNL
in the presence of _____

ANNEXURE-1
(No Dues Certificate)

(To be produced in company's letterhead)

I/We M/shereby declare that no dues have to be paid to Law enforcement authorities like ESI, EPF, G.S.T authorities etc and not violated any terms of R&A act 1970.

In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to the black listed/debarred for future works/contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.

The above declarations are given in accordance with the tender conditions.

Signature of Proprietor/Partner/Director

(Shri/Smt./Ms-----)

ANNEXURE-2

No Modification CERTIFICATE

The downloaded Tender document **KTKCO-19/14(12)/2/2023-CM OPN /1** DATED **12-05-2023** as published at the website (www.karnataka.bsnl.co.in)/www.etenders.gov.in/ has been used for bidding in this tender. It is certified that no modification has been done to the contents of the document.

Place:

Signature of the bidder

Date:

(Seal / Rubber stamp of the firm)

ANNEXURE-3

UNDERTAKING

(To be certified by vendors participating in the tender)

I Shri / Smt owner / proprietor or authorised or POA holder of

.....company/firm

Do here by submit an unqualified and unconditional declaration cum undertaking that the amount equivalent to the amount may be retained out of the outstanding due payable to me /our firm by BSNL Karnataka towards PBG against the tender **KTKCO-19/14(12)/2/2023-CM OPN /1** DATED **12-05-2023** without any interest or other liability on BSNL for the same terms and conditions of PBG.

Date:

Signature

Place:

ANNEXURE-4

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Read, Understood and Complied

Signature of the Bidder

PROFORMA OF POWER OF ATTORNEY

Non-Judicial Stamp
POWER OF ATTORNEY

Be it known all to whom it concerns that: -

1. Shri _____ s/o _____ residing at _____
2. Shri _____ s/o _____ residing at _____
3. Shri _____ s/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____ (Address) _____ hereby appoint Shri _____ s/o _____ residing at _____ as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the CGM, BSNL , Karnataka Telecom Circle, Bengaluru in connection with their Tender Enquiry No. _____ dated _____ for _____ due for opening on _____.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____. And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

Signature of the Proprietor/Partners/Directors

- 1.
- 2.

- 1.
- 2.
- 3.

Accepted

(Signature of Signatory of Tender Offer of the firm)

A T T E S T E D

Notary Public

(Signature with Official Seal)

OR

R E G I S T E R E D

Before (SUB – REGISTRAR) (of concerned State)

Annexure-5

CERTIFICATE TO BE SUBMITTED BY THE BIDDER AND ITS TECHNOLOGY PARTNER **(ON COMPANY'S/FIRM'S LETTERHEAD)**

This is to certify that I/We, M/s..... (Name & full address) as the front Bidder of this tender and our technology / consortium partner, M/s..... (Name & full address) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

1. I/We certify that this bidder is not from such a country or, if from such country, has been registered with the Competent Authority as per F. No: 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent clarifications, if any. I/We hereby that this bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached].
2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later stage, this would be ground for immediate termination and further legal action in accordance with law.

Signature:

Signature:

Name in Block letters:

Name in Block letters:

Status: Director/Manager/Partner/

Status: Director/Manager/Partner/

Proprietor of the Company

Proprietor of the Company

[on behalf of the front bidder]

[On behalf of technology/consortium partner]

Annexure-6

GST Details of BSNL Karnataka Circle

GSTIN	29AABC5576GRZR
GSTIN as deductor	29AABC5576G1DQ
Name & Address	Bharat Sanchar Nigam Limited, Office Chief General Manager, No 1 Doorasambarka Bhavana BSNL,Swamy Vivekananda Road, Halasuru, Bangaluru-560008.
State of Registration	Karnataka
PAN	AABC5576G
Description of Goods/Services provided and the HSN/SAC Code	
Telephone sets....	85176230
Smart Cards/Sim cards....	85235210
Telecommunication service	00440398
Business support service	00440366
Commercial training & coaching	00440229
The above 5 items are only indicative and there are other goods and services supplied by BSNL Karnataka Circle which is not indicated above.	

Annexure-7

CLAUSE BY CLAUSE COMPLIANCE

CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

Sl.	CLAUSES	COMPLIANCE
(A)	(B)	(C)
1.	All clauses of General Commercial Conditions of Section-5 Part-A	FULLY COMPLIED
2.	All clauses of Special (Commercial) Condition of Contract of Section-5 Part-B	FULLY COMPLIED
3.	All clauses of Technical Specification of Section-3 Part-B	FULLY COMPLIED

The clause-by-clause compliance statement should be given as per clause 11.1 (c) of Section-4 Part-A and clause 31. (iii) of Section -4 Part-A.

The bidder should mention ' FULLY COMPLIED' in the column ' C' above, otherwise a statement of deviation may be submitted as per clause 11.1 (c) of Section-4 Part-A and clause 31(iii) of Section -4 Part-A.

Annexure-8

NO DEVIATION STATEMENT

Sl.	CLAUSES	REMARKS
(A)	(B)	(C)
1.	All clauses of General Commercial Conditions of Section-5 Part-A	NO DEVIATION
2.	All clauses of Special Condition of Contract of Section-5 Part-B	NO DEVIATION
3.	All clauses of Technical Specification of Section-3 Part-B	NO DEVIATION

The bidder should mention ' NO DEVIATION' in the column ' C' above, otherwise a statement of deviation may be submitted.

ANNEXURE - 9

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 INDEMNITY WITNESSETH AS FOLLOWS:

1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-Service Provider in the process of fulfillment of required obligations during contract period.

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Read, Understood and Complied
Signature of the Bidder

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

(Authorized Signatory)

Date:

Place:

<< Name of the Bidder>>

Witness 1:

Witness 2:
