

EOI No: GMT/RCH/S&M-CFA/CSC/2021 DATED 31/01/2022



Bharat Sanchar Nigam Limited
O/o General Manager, RANCHI BA JHARKHAND
Telecom Circle, Ranchi-834001

NOTICE INVITING EOI (EXPRESSION OF INTEREST) FOR OUTSOURCING THE OPERATION AND MAINTENANCE OF **BSNL CSCs** IN RANCHI BA OF JHARKHAND TELECOM CIRCLE

BID DOCUMENT

EOI No: GMT/RCH/S&M-CFA/CSC/2021 Dated: 31/ 01/2022

PART-A: QUALIFYING(TECHNICAL) BID

Particulars of Payment of Price of Tender Document:

Demand Draft no/ Transaction Id/ Receipt no

----- dated -----

Particulars of EMD/Bid Security:

Demand Draft no/ Transaction Id/ Receipt no/ EMBG No.

----- dated -----

Last Date of Tender Submission: 07.04.2022 up to 14.00 Hrs

Last Date of Offline Document Submission: 07.04.2022 up to 14.00 Hrs

Date of Tender Opening: 08.04.2022 at 15.00 hrs

Validity of bids: 150 days

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IMPORTANT NOTES

1. Bidders are requested to down load Tender document from the following website www.jharkhand.bsnl.co.in and for e-tender (<https://etenders.gov.in/eprocure/app>) for bid submission.
2. Bidders are requested to give written request **latest up to 7 days from issue of NIT** for any Queries / amendments / clarifications if there is any discretion.
3. Ensure transactions made online through NEFT/RTGS towards tender fee & EMD to the A.O (Cash), BSNL, O/o GMTD, Ranchi before opening of tender. It is the responsibility of bidder only.

Important instructions for E-procurement

- This is an e-procurement event of BSNL Ranchi. The e-procurement service provider is Central Public Procurement Portal of Government of India (CPP Portal)
- You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderer who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of Commercial/Financial bid.
- The APO is subject to verification of eligibility criteria documents.
- The bidders to whom the APO has been issued is required to show the original experience certificates to the APO issuing authority or an officer nominated by him for this purpose within the time period stipulated for submission of PBG.
- Bidders can visit the website <https://etenders.gov.in/eprocure/app> for any queries and help.

SECTION- 1
Bharat Sanchar Nigam Limited
O/o General Manager, RANCHI BA JHARKHAND Telecom
Circle, Ranchi-834001

Detailed Notice Inviting Tender (DNIT)

EOI No: GMT/RCH/S&M-CFA/CSC/2021 Dated: 31/ 01/2022

Digitally sealed online EOI [E-tenders (Digitally Signed)] is invited by **General Manager, BSNL, Ranchi BA, Ranchi, Jharkhand Telecom Circle** on behalf of BSNL in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid] from the experienced contractors, for the following works:

1. **Name of work: Outsourcing the Operation and Maintenance of Customer Service Centers (CSC) in IN RANCHI BA OF JHARKHAND TELECOM CIRCLE for a period of 1 year (extendable by 1 year) .**
- **Scope and Jurisdiction of Work:** This EOI covers CSCs in Ranchi OA, Hazaribag OA and Daltonganj OA under Ranchi BA. All these CSCs shall be evaluated separately. The scope and particulars of work put to tenders are given in the Table below-

Name of Work	No. of CSCs	Name & Location of CSC	Cost of BID EOI Document	EMD (in INR)
Outsourcing the Operation and Maintenance of Category-I CSCs under Ranchi Business Area	03 (Ranchi OA-01 Hazribag OA-01 Daltonganj OA-01)	As per Annexure-A	Rs. 1180/- (Including GST) Non-Refundable	Rs. 1,00,000/- per Cat-I CSC
Outsourcing the Operation and Maintenance of Category-II CSCs under Ranchi Business Area	20 (Ranchi OA-12 Hazribag OA-06 Daltonganj OA-02)			Rs. 75,000/- per Cat-II CSC

Note-1: “The quantities stipulated in each category of CSC are estimated and the BSNL reserves the right to vary the quantity in each category of CSC. BSNL also reserves the right to relocate the CSCs as per requirement of BSNL”.

Note-2: Bidder may choose to bid for any number of CSCs offered in the EOI. **A separate bid form along with price bid (as per Section-9 Part A & B) for each CSC should be filled, if the bidder wishes to participate in more than one CSC.** The evaluation as well as allotment of the work will be done CSC wise.

The BSNL shall consider award of tender wise contract work only to **H-1 bidder** whose offers have been found technically, commercially and financially acceptable. The H-1 bidder is one who quotes the highest rate.

- In case of single Bidder participation for all CSCs in any or all category, BSNL reserves the right to allot 100% CSCs (i.e. all CSCs) to Single Bidder.
- If there are two or more bidders offered the same rates for a particular CSC then H-1 bidder shall be **evaluated as H-1, H-2, H-3, ... etc in descending order of experience in the form of amount of work executed in the fields mentioned in experience criteria (Clause 3 of Section 1).**

Bidders who have been rescinded /debarred by Tendering authority/Higher BSNL Unit as the case may be including for reasons for failing to sign necessary agreement with the concerned Tendering authority in stipulated time on earlier occasions, will not be eligible to participate in the tender for the same work.

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Note-3: BSNL reserves right to allot additional work of a CSC in which the approved bidder defaults/doesn't perform satisfactorily during contract period, to the approved bidder of other CSC (under the **Jurisdiction** of Ranchi BA) in the descending order of their performance, on approved rate of that additional CSC on mutual consent.

1.1 Purchase of Tender Document:

- The bidders downloading the tender document are required to submit the Bid EOI fee of amount mentioned under clause 1 of DNIT 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 "Account Officer (Cash), BSNL, O/o. GM, Ranchi payable at Ranchi"
- **For MSE Bidders:** "Micro and Small Enterprise (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 / Service offered in Tender".

It is mandatory for all MSME vendors to declare URN number on CPP portal and submit proof in this regard along with their bid.

Note: For participating in e-Tendering process bidder shall access e-Bid document uploaded on the e tender portal and pay requisite tender processing fee as defined for the tender by e-tender service provider.

2. Date of sale of tender document, Last date of submission of bid, Date of opening of Bids:

The tender document shall be available for downloading from the websites www.jharkhnad.bsnl.co.in and for e-tender <https://etenders.gov.in/eprocure/app> for bid submission.

- (a) Last Date of Purchase of Tender Document : 07.04.2022 upto 14.00 hrs
- (b) Date & Time of Online Submission of Tender : 07.04.2022 upto 14.00 hrs
- (c) Date & Time of online Opening of Tender : 08.04.2022 at 15.00 hrs

- 2.1** The tender is invited through e-tendering process through the e-tenderportal (<https://etenders.gov.in/eprocure/app>). Kindly refer **Section-4 Part-C** of EOI document for further instructions on e-tendering. Prospective bidders should get their registration done well in time on the e- tender portal and obtain the Digital Signature Certificate (DSC) from authorized CA, which is essential for participating in the tendering process. This link can also be visited using BSNL website (by clicking the link for e-tendering on the home page).
- 2.2** As the tender is invited through e-tendering process, physical copy of the tender document would not be available for sale. The bidder needs to download the tender document using the link as mentioned above.
- 2.3** All the documents in Qualifying Bid –Part-A and Financial bid-Part B are to be uploaded in the respective electronic envelops/parts on e-tender portal including proof of deposit of cost towards e-payment (RTGS/NEFT)/DD/Banker's Cheque/ towards cost of tender and e-payment (RTGS/NEFT)/DD/Banker's Cheque/BG towards EMD.
- 2.4** The Tender document shall not be available for download from e-tender portal on its submission / closing date.
- 2.5** The List of CSCs are as per Annexure-A.
- 3. Eligibility Criteria:** For participating in the tender, the bidder should meet following eligibility requirements; Taking into consideration the importance of CSCs for BSNL as well as for customers, it is very essential that the bidder firms have sufficient experience in setting up of and running such CSCs in India/worldwide. The following criterion shall be met by the bidder company and/or legally bound consortium who intend to participate in this EOI and only those bidders who qualify the following conditions, need put in the proposal:
- 3.1** Bidder shall be registered & incorporated in India under the Company Act, 1956 or 2013 as the case may be or partnership firm/Proprietorship.
- 3.2** The bidder shall have a minimum cumulative turnover of as mentioned below during last 3 years (i.e. financial year FY 2018-19, FY 2019-20 & FY 2020-21). Audited Balance Sheets for the last three years shall be submitted as a supporting document.

Category of CSC	Minimum cumulative turnover
Category-I	INR 1 Crore
Category-II	INR 75 Lakhs

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OR

Bidder Company shall have a Net worth of **INR 2 Crores on 31st March'21**. In case of consortium, turnover/ Net worth of only lead bidder shall be counted. Lead bidder is being referred as bidder in the EOI document.

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

OR

If the bidder's company is not meeting the experience as in this Para 3.3 above, then Bid can be submitted through a legally bound consortium with a company who is having experience as in this Para above. However in such case, the lead bidder company must have Customer Care Centre experience in last two financial years (i.e. 2019-20, 2020-21).

OR

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

- 3.3 All existing BSNL franchisees / RD (CM, CFA, Integrated) having cumulative turnover of Rs. 50 Lakhs from BSNL business during last 3 years (FY 2018-19, FY 2019-20 & FY 2020-21) of as mentioned below are eligible and do not need any more eligibility criteria as mentioned in 3.2 or 3.3 above.

- 3.4 Bidders are required to submit certificates/documentary proof for item (3.1) to (3.3). The verifiable reference along with the contact details shall also be cited in the bid document for item at 3.3.

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

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

- 3.7 The Bidder must not be black-listed by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.

In case successful 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. In such/any case the interest and penalty levied by GST authorities for wrongly availed ITC, such interest and penalty shall also be recovered along with applicable GST.

- 3.8 The Bidder must have a valid PAN & valid registration under GST Act, EPF and ESI in India. In case of multiple GST numbers, all the numbers to be provided as an Annexure. **Along with GST registration certificate (REG-06) bidder has to provide self attested copy of latest GSTR-3B.** If the bidder is not registered with GST/EPF/ESI authority at the time of bid submission, then the bidder shall have to submit GST/EPF/ESI registration at the time of award of work/ Lol/signing of contract, if declared successful.

- 3.9 The bidder whose near relative(s) is/are employed in BSNL, is not eligible to participate in the tender, as per limitations mentioned in **Clause 33 of Section – 4 Part A.**

4. Bid Security/EMD:

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

- Demand Draft/ Banker's cheque drawn in favour of **"Account Officer (Cash), BSNL, O/o. GMTD, Ranchi payable at Ranchi** for each CSC participated.
- Bank Guarantee(s) from a Nationalized/ Scheduled Bank in India, drawn in favour of Accounts Officer (CASH) BSNL, O/o GMTD, Ranchi which should be valid for **180** days (i.e. one month above the offer/ bid validity period) from the tender opening date.

- 4.2 The bidder shall be liable to suspended / debarred / banned for the **period One (01) year** from participation in its future tenders;

- If the bidder withdraws his bid during the period of bid validity as in this document or
- In the case of successful bidder, if the bidder fails:
 - to sign the contract on allocation of work or
 - to furnish performance security as required herein

5. Last date and time of submission of tender bids: upto 14.00 hrs of 07.04.2022 (tender closing date).

- 5.1 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

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separately.

6. Date and time of opening of Tender Bids: 15.00 Hrs of 08.04.2022

7. Place of opening of Tender bids:

7.1 The tenders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices.

Office Address: Assistant General Manager
(NWP) O/o GM, Ranchi BA, Ranchi
Telephone Bhavan, 1st Floor, Nr. Shahud Chowk,
Ranchi-834001, Jharkhand, Tel. No.: 0651-2209500, Mail: deplgranchi@gmail.com

8. Tender will not be accepted/received on the e-tendering portal after due date and time.

9. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

10. The **GM, BSNL, Ranchi BA** reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the highest bid.

11. The bidder shall furnish a declaration, as per **Section 6 (A)**, in his tender bid that **no addition / deletion / corrections** have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.

11.1 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.

11.2 All documents submitted in the bid offer should be preferably in English/Hindi/ State's official language. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/ State's official language, the bidder shall attach a translation of the same in English/Hindi/ State's official language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

11.3 All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.

12. The units registered under single point registration scheme of NSIC /MSME units for works mentioned in Technical Qualification (Clause 3.2 of Section-I) are exempted from depositing the price of tender document and from payment of earnest money deposit (EMD). Such bidder shall have to upload the document in proof of registration of valid NSIC/MSME for carrying out works mentioned in Technical Qualification (Clause 3.2 of Section-I) along with bid document.

13. The successful bidder including NSIC/MSME bidder shall furnish performance security deposit to the purchaser. (For more details please refer clause No. 4 of Section- 5 Part-A)

14. If a vendor registered with body specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work/contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.

15. The queries in respect of this bid document, if any, can be submitted through Email latest up to **7 days from the date of issue of inviting NIT.**

BSNL's Contact Person	AGM (NWP), O/o GM, Ranchi
Telephone & Mobile	0651-2209500/ 9431708733
E-mail ID	deplgranchi@gmail.com

**Assistant General Manager (NWP)
O/o GM, BSNL, Ranchi BA**

SECTION- 2
Tender Information

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

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

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

2. Bid Validity Period – The bid will remain valid for **150 days** from the tender opening date

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

a. Techno-commercial envelope shall contain :-

- (i) Bid Security Deposit/ EMD.
- (ii) Scanned copy of payment of cost of tender document i.e. tender fee.
- (iii) Scanned copy of valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME and copy of proof of declaration of URN on CPP Portal, if applicable.
- (iv) Certificate of Incorporation/Registration.
- (v) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case maybe.
- (vi) Details of the firm/ company along with List of Directors on the Board of the Company/ the partner's details along with their address, contact telephone numbers etc.(Section-8).
- (vii) Board's resolution in favour of authorized signatory, if applicable.
- (viii) Attestation of the signature of the authorized signatory by the bidder's bankers, if applicable.
- (ix) Certificates regarding eligibility conditions as per EOI.
- (x) Audited results of last three financial years (FY- 2018-19, FY- 2019-20 & FY 2020-21).
- (xi) A no relative certificate in the format as per Section 6(B).
- (xii) Bid Form Fee and Bid security, as per the details given in the Notice Details.
- (xiii) Letter of authorization for attending bid opening event as per Section -7 Part (D).
- (xiv) Any other certificate(s) as per the EOI requirements.
- (xv) Section 9 Part C certificate for CSC wise quote.
- (xvi) Consortium agreement, if applicable.
- (xvii) Checklist of the documents submitted as per Annexure-2.

Note: Along with GST registration certificate bidder has to provide self attested copy of latest GSTR- 3B and REG-06.

b. Financial envelope shall contain:

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

c. Offline Documents :

The following documents are required to be submitted offline (i.e. **offline submissions**) to **Assistant General Manager (NWP), O/o GM, BSNL, Ranchi** on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender numbers, name of work and the phrase:

<u>'Envelope for BID security, Tender cost & Authorization'</u>	
NIT No.:	Dated
“Expression of Interest (EOI) for outsourcing the Operation and Maintenance of CSCs in Ranchi BA of Jharkhand Telecom Circle”	
To,	
Assistant General Manager (NWP)	
O/o GM, Ranchi BA	
Telephone Bhawan, 1st Floor, Shahid Chowk, Ranchi-834001	
Jharkhand	
From-.....	

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- 1) EMD – Bid security: (Original)
- 2) DD/ Banker's cheque of Tender fee (in original).
- 3) Power of Attorney in accordance with Clause 14. 3 of Section 4 Part A and authorization for executing the power of Attorney.
- 4) Copy of valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME and copy of proof of declaration of URN on CPP Portal, if applicable.
- 5) Copy of consortium agreement, if applicable.
- 6) Letter of authorization for attending bid opening as per Section-7 I of the tender document. Applicable if, the bidder wants to facilitate his Representative to attend in Bid opening.

Note: Please note that the submission of above documents is the prerequisite before bid opening on e-tendering website meaning thereby in the absence of these documents e-bid of such tenderer will not be opened. These documents should be part of Off-Line submission. BSNL reserves the right to accept or reject any bid on account of any deficiency regarding submission of Offline documents.

All the above documents should be self-attested by the tender signing person.

4. Payment terms

- 4.1 The bidder will present monthly claims with supporting documents.
- 4.2 For claim of commission on post paid new services, Performa Invoice shall be generated by the BSNL IT system based on the business conducted, and successful payment of same by BSNL customer. For new customer or add on / upgrade of service, the sales commission shall be paid as per S&D policy 2018(Subject to future changes).
- 4.3 Bill collection for post paid services shall be through the CBP wallet and for pre-paid services it shall be through the CTOPUP wallet. Commission shall get paid as per BSNL S&D policy 2018 (Subject to future changes).

5. Duration of Contract (Validity of tender):

Duration of contract will be **One (01) year**. After One (01) year, contract may be extended further for One (01) year on same terms and conditions based on performance.

SECTION- 3
SCOPE OF WORK

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

1.1 EOI may be considered for Category- I & II CSCs functioning in Ranchi OA, Hazaribag OA and Daltonganj OA under Jurisdiction of Ranchi Business Area (Jharkhand Telecom Circle).

1.2 The broad scope of the CSC operations:

- (a) Sale of new SIMs. Normal and Bulk Booking/Vanity and fancy number booking/Post paid to pre-paid and vice versa conversions.
 - (b) Plan change/ISD /International roaming.
 - (c) VAS services.
 - (d) Replacement of SIMs
 - (e) Sale of post paid mobile connections
 - (f) Sale of Top-ups/STVs /PVs
 - (g) Sales Complaint redressal.
 - (h) Processing of MNP requests
 - (i) Bill collection of Landline/Broadband/FTTH/Post paid Mobile
 - (j) New Phone bookings and feasibility of and line/Broadband/FTTH/Wings / ASEEM, Vanity booking.
 - (k) DND Activation/deactivation.
 - (l) Handling of bill related queries and complaints.
 - (m) Receiving and co-ordinating request for shift, name transfer and closure of connections.
 - (n) All commercial and CSC Services which are presently being offered in CSCs (Including services being provided free of charge) and all commercial and CSC services which may emerge in future.
- All the above activities are to be done for retail as well as bulk/enterprises customers.
 - Issue of address/Advice note of PRI/BRI and all Circuit booking shall be done in BSNL own CSCs.

1.3 Terms and conditions of infrastructure and related facilities

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

1.4 Other Terms and conditions

- (i) The CSCs are to be manned minimum **from 8:00 AM to 8:00 PM for category-I and from 9:00 AM to 6:30 PM for category-II** on all days except National holidays. In case any instructions from BSNL HQ / Circle Office, A'bad regarding CSCs to be kept open (operational) on National holiday, it shall be abide by the successful bidder.
- (ii) Sufficient Man Power should be deployed by the bidder. Proper training and dress code (Voluntary) for staff manning the counters should be ensured by the bidder.
- (iii) Sale of products and services of BSNL should be restricted only within CSCs.
- (iv) The bidder will not be allowed to sale any non BSNL products from the CSC.
- (v) The bidder will be paid for all sales as per **franchise S&D Policy 2018** and related circulars on bill payments or as modified from time to time.

- (vi) The amount (Incl. GST) for **Aadhar Services** at OCSC by OCSC partner for both assistance from UIDAI & Fee collection from Residents by Registrar shall be shared between BSNL & OCSC Partner(s) as;

a) For an amount above Rs. 50.00 in 50:50 proportion

b) For an amount up to Rs. 50.00 in 60:40 proportion

Applicable rates will be as per Guidelines issued by UIDAI time to time. For Aadhaar related activity operator should be through approved / empanelled agency by UIDAI. The bidder shall be liable to pay the penalties if any imposed by UIDAI for wrong Aadhar generation / wrong demographic and biometric updation.

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

2. Penalty:

- i. The bidder shall be liable to pay any type of penalty imposed by government sector such as DoT/ TERM Cell etc. with respect to CSC work.
- ii. The bidder shall be liable to pay the penalties if any imposed by UIDAI for wrong Aadhar generation / wrong demographic and biometric Updation etc.

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

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

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

1. DEFINITIONS:

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

2. ELIGIBILITY CONDITIONS:

- 2.1. Kindly refer to **Clause 3 of Section-1 i.e. detailed NIT.**
- 2.2. Bidder is expected to obtain clearance from Reserve Bank of India, wherever applicable.
- 2.3. The Bidder must furnish the documentary evidence to meet the eligibility conditions laid down in general, technical, and financial qualification criteria.

3. COST OF BIDDING

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

4. DOCUMENTS REQUIRED

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

5. CLARIFICATION OF BID DOCUMENTS

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

6. AMENDMENT OF BID DOCUMENTS

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

7. DOCUMENTS COMPRISING THE BID

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

- (i) Certificate of Incorporation/Registration.
- (ii) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case maybe.
- (iii) Details of the firm/ company along with List of Directors on the Board of the Company/ the partner's details along with their address, contact telephone numbers etc.(Section-8).
- (iv) Board's resolution in favour of authorized signatory, if applicable.
- (v) Attestation of the signature of the authorized signatory by the bidder's bankers, if applicable.
- (vi) Certificates regarding eligibility conditions as per EOI.
- (vii) Audited results of last three financial years (FY- 2017-18, FY- 2018-19 and FY- 2019-20).
- (viii) A no relative certificate in the format as per Section 6(B).
- (ix) Bid Form Fee and Bid security, as per the details given in the Notice Details or Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.
- (x) Any other certificate(s) as per the EOI requirements.
- (xi) Section 9 Part C certificate for CSC wise quote.
- (xii) Consortium agreement, if applicable.
- (xiii) Checklist of the documents submitted as per Annexure-2.

Note: Along with GST registration certificate bidder has to provide self attested copy of latest GSTR-3B and REG-06.

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

7.2 A consortium member may participate in more than

7.3 one consortium. However the bidder is not permitted to be a consortium member under another bidder for this project.

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

8 BID FORM

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

9 BID PRICES – Not applicable

10 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION –

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

- (i) Certificate of Incorporation/Registration.
- (ii) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case maybe.
- (iii) Details of the firm/ company along with List of Directors on the Board of the Company/ the partner's details along with their address, contact telephone numbers etc.(Section-8).
- (iv) Board's resolution in favour of authorized signatory, if applicable.
- (v) Attestation of the signature of the authorized signatory by the bidder's bankers, if applicable.
- (vi) Certificates regarding eligibility conditions as per EOI.
- (vii) Audited results of last three financial years (FY- 2018-19, FY- 2019-20 and FY- 2020-21).
- (viii) A no relative certificate in the format as per Section 6(B).
- (ix) Bid Form Fee and Bid security, as per the details given in the Notice Details or Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.
- (x) Any other certificate(s) as per the EOI requirements.
- (xi) Section 9 Part C certificate for CSC wise quote.
- (xii) Consortium agreement, if applicable.
- (xiii) Checklist of the documents submitted as per Annexure-2.

Note: Along with GST registration certificate bidder has to provide self attested copy of latest GSTR-3B and REG-06.

10.2 **Documentary evidence for financial and technical capability:** The bidder shall furnish audited Annual Report for last three financial years & IT Returns (i.e. 2018-19, 2019-20 & 2020-21).

11 DOCUMENTS ESTABLISHING SERVICES' CONFORMITY TO BID DOCUMENTS

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

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

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

12. BID SECURITY / EMD

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

- a) Demand Draft/ Banker's cheque drawn in favour of "**Account Officer (Cash), BSNL, O/o GMTD Ranchi**" payable at Ranchi" for each CSC participated.
- b) Bank Guarantee(s) from a Nationalized/ Scheduled Bank in India, drawn in favour of **Account Officer (Cash), BSNL, O/o GMTD Ranchi**" payable at Ranchi which should be valid for **180** days (i.e. one month above the offer/ bid validity period) from the tender opening date.

12.2 The bidder shall be liable to suspended / debarred / banned for the period One (01) year from participation in its future tenders;

- (i) If the bidder withdraws his bid during the period of bid validity as in this document or
- (ii) In the case of successful bidder, if the bidder fails:
 - a) to sign the contract on allocation of work or
 - b) to furnish performance security as required herein

13. PERIOD OF VALIDITY OF BIDS

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

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

14. FORMAT AND SIGNING OF BID

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

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

14.3 Power of Attorney

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

15. SEALING AND MARKING OF BIDS

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

15.1.1 The bids are being called under Single Stage Bidding & Two stage opening using two Envelope System. The details of sealing & marking of bids in each case is given below:

15.1.2 In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for

Techno-commercial bid & Financial bid in a single envelope –**Not applicable for this tender.**

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

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

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

Assistant General Manager (NWP)
O/o General Manager, Ranchi BA
BSNL, Telephone Bhavan, 1st Floor, Shahid Chowk,
Ranchi-834001(Jharkhand), Tel. No.: 0651-2209500, Mail: deplgranchi@gmail.com

- b) The offline envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer offline envelopes (in case of manual tendering process) shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline envelope should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time, would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT to BSNL, Ranchi BA, Ranchi at the venue (address is given in Clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening: **Assistant General Manager (NWP), BSNL, O/o. GM, Ranchi BA, Ranchi** at specified time & date as stated in NIT.
 - If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on BSNL website, e-tender portal (as the case may be).

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

16. SUBMISSION OF BIDS

16.1 Bids must be submitted online only by the bidders on or before the specified date & time indicated in Clause 5 of Section-1 i.e. DNIT.

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

17. LATE BIDS: No bid shall be accepted after the specified deadline for submission of bids prescribed by BSNL.

18. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

19. OPENING OF BIDS BY BSNL

19.1 BSNL shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 6 of DNIT(Section-1) on due date.

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

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 & single stage Opening (single envelope) system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT-(**Not Applicable for this tender**)
- (ii) In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to **Assistant General Manager (NWP), BSNL, O/o. GM, Ranchi BA, Ranchi** (as applicable) for retention. Thereafter the CET will evaluate Techno-commercial bids & the report of CET/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.
- (iii) The following information should be read out at the time of Techno-commercial bid opening:-
 - a) Name of the Bidder

- b) Name of the item
 - c) EMD amount & validity and acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.
- (iv) The following information should be read out at the time of Financial bid opening:-
- a) Name of the Bidder
 - b) Name of the item
 - c) Prices quoted in the bid
 - d) Discount, if offered
 - e) Taxes & levies
- (Information as per electronic forms shall be populated as comparison chart on e-tender system and no information shall be read out)
- 19.5 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However BSNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. The BSNL at its discretion may also ask for the submission of any additional/ missing document(s) within a stipulated time period. In such case(s) the bidder shall have to comply the BSNL's requirement within the specified time
- In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION

- 21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to Clause 21, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS –

- 22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The bidder should quote a fixed amount to be paid to BSNL, for each CSC at the beginning of the year. The Highest bid among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid for any number of CSC offered in the EOI. However, evaluation shall be done for each CSC separately.
- 22.3 Deleted.

23. CONTACTING BSNL

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

24. PLACEMENT OF ORDER:

- 24.1 BSNL shall consider placement of orders on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose Services have been approved / validated by the Purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The bidder can participate for any number of CSCs. However evaluation shall be done for each CSC separately.

25. PURCHASER'S RIGHT TO VARY QUANTITIES:

- 25.1 The PGM /GM SSA reserves the right to offer the contract to any other tenderer or any other agency in case of

unsatisfactory work. The contractor should carry out the work to the satisfaction of BSNL officer in charge and in the event of his failure the contract work will be got done from some other agency at the cost of the contractor and payment will be settled on prorata Basis.

25.2 The decision of GM, Ranchi BA, Ranchi on any matter connected to this tender is final binding.

25.3 BSNL also reserves the right to vary number of CSCs in a particular category as well as relocate the CSCs as per requirement of BSNL.

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

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

27. ISSUE OF ADVANCE WORK ORDER

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

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

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

28. SIGNING OF CONTRACT

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

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

29. ANNULMENT OF AWARD

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

30. QUALITY ASSURANCE (QA) REQUIREMENTS – This Clause is not applicable

31. REJECTION OF BIDS

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

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

b) Clause 2 & 10 of Section-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.

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

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

e) Section-9 Financial Schedule: Prices are not filled in as prescribed in Financial Schedule.

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

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

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

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

32. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.
As per Appendix-1 to Section 4 Part A.

33. NEAR-RELATIONSHIP CERTIFICATE

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

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

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

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

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

34. VERIFICATION OF DOCUMENTS AND CERTIFICATES

- The bidder will ensure that all the documents and certificates, including experience/ performance and self- certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then BSNL will take action as per Clause-1 of Appendix-1 of this Section.

Note for Tender opening Committee:

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

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

36. The successful bidder will abide by the Labour Laws, 1971 and provision of EPF & miscellaneous provisions act, 1952 and Employees Provident Fund Scheme, 1952 and ESI Act/ other misc provisions related to labour laws. The successful bidder shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1923 and 1992 for injuries caused to any workman. If such compensation is paid by the BSNL as principal employer under Section (I) of the Section 12 of the said Act, such compensation will be recovered from the security deposit or from any pending bill due from the BSNL of the contractor on any account or otherwise.

37.The details for making payment through RTGS/NEFT is as below:

Company Name	BHARAT SANCHAR NIGAM LIMITED
Bank Account Holder Name	Accounts Officer (CASH) BSNL, O/o GMTD, Ranchi
Company Address	O/o General Manager Ranchi BA, BSNL, Ranchi-834001
City	Ranchi
State	Jharkhand
Company Bank Name	UNION BANK OF INDIA
Company Bank Branch	Ranchi (Main) Branch
Company Bank Branch Address	Ranchi Main Branch, Kutchery Road, Ranchi
Account Number	300801010521172
Bank Account Type	Collection Account
Bank IFSC Code	UBIN 0530085
Bank MICR Code	834026002
DDO Phone No	9431707391
e-mail ID of DDO	aocashrnc@gmail.com
PAN No.	AABCB5576G
GST No.	20AABCB5576G3ZX
Whether NEFT System Available	Yes
Whether RTGS Enabled Branch	Yes

Appendix-1 to Section 4 Part A

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

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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 execute the work at all even in extended delivery schedules, if granted against WO.	i) Termination of WO. ii) Under take work in accordance with Section 5 at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Under take work at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . c) for amount higher than that approved by BSNL for that service.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' Clause 10 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without 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	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL. c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). 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.	iv) Legal action will be initiated by BSNL against the Vendor if required.
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received. iii) Under take work at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

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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.	i) Termination of contract, if any. 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.
		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	i) Termination of contract, if any. 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.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	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.
	(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.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
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.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.		

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Evaluation

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

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

Step II: Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 3 Section 1 DNIT

Step III: Selection of Successful Bidder

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

General:

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL, Ranchi BA has decided to use the E tender portal (<https://etenders.gov.in/eprocure/app>) through Central Public Procurement Portal of NIC, (Govt. of India) New Delhi. Benefits to Suppliers are outlined on the Home-page of the e tender portal.

Instructions

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

2. Broad outline of activities from Bidders prospective

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

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

- c) It is advised that **all the documents to be submitted (See clause 5 of Section V) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.** BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of each document (Preferably below 5 MB) may be checked.
7. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL : Opening of Techno-commercial Part
8. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.
9. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL: Opening of Financial-Part (Only for Technical Responsive Bidders)
10. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the E- TENDER PORTAL (<https://etenders.gov.in/eprocure/app>).

3. Digital Certificates

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

4. Registration

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

To use the Electronic Tender® e tender portal (<https://etenders.gov.in/eprocure/app>) or through the circle website <https://etenders.gov.in/eprocure/app> vendor needs to register on the e tender portal. Registration of each

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organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/e tender portal, and click on the 'Register Me' tab on the Home Page), and follow further instructions as given on the site.

- Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact the company providing e-tender.

Helpdesk (as given below) to get your registration accepted/activated

NIC Helpdesk;

Telephone No. (Toll Free) : 1800 233 7315

E-mail ID : cppp-nic@nic.in (Please mark cc to support-nic@ncode.in)

BSNL's Contact Person1 : AGM (NWP)

Tel. No.: 0651-2209500, Mail: deplgranchi@gmail.com [between 10:30 hrs to 17:00 hrs on working days]

5. Method for submission of bid documents: In this tender the bidder has to participate in e-tender online.

5.1 Offline submission: The bidder shall submit the documents offline (i.e. Offline Submission) to AGM (NWP), BSNL,O/o GM, Ranchi BA, Ranchi on or before the date & time of submission of bids specified in NIT.

For list of documents kindly refer Clause No. 3 (c) of Section-2 Tender Information.

5.2 Online submission:

5.2.1 List of Documents in the 'Technical Bid Folder' to be uploaded on e-tendering portal

5.2.2 For list of documents kindly refer Clause No. 3 (a) of Section-2 Tender Information.

5.2.3 Contents of second envelope i.e. Financial Envelope: **Price Schedule (as per Section 9 Part-B)**

Note:

- 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.
- If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

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

- 1) Down load Price Schedule / Schedule of Quoting Rates in XLS format.
- 2) Fill rates in down loaded Price Schedule / Schedule of Quoting Rates as specified in XLS format only in white back ground cells. Don't fill in grey back ground cells.
- 3) File is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded
- 4) Save filled copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

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

(<https://etenders.gov.in/eprocure/app>), and go to the **Bidders Manual Kit**. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from E-tender portal or anywhere else.

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

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

Note: The special instructions to contractors/Bidders for e-submission of bids online through

<https://etenders.gov.in/eprocure/app> which are mentioned below for ready reference-

1. Bidder should do the registration in the tender site <https://etenders.gov.in/eprocure/app> name using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority (NICCA)/MTNL/SIFY/TCS / nCode/eMudhra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.

4. The Bidders can upload well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
 5. After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
 6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
 7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
 8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
 9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
 10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
 11. The **Tender Approving Authority (TAA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
 12. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
 13. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
 14. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
 15. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
 16. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (**as per Server System Clock**).
 17. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**
 - For any other queries, the bidders are asked to contact through
Mail : email id of the e tender portal service provider: cppo-nic@nic.in (Please mark cc to support-nic@ncode.in)
- 7. Key Instructions for Bidders:**
The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to;
- 1) Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on E-TENDER PORTAL.
 - 2) Register your organization on E-TENDER PORTAL well in advance of your first tender submission deadline on E-TENDER PORTAL.
 - 3) Get your organization's concerned executives trained on E-TENDER PORTAL using online training module well in advance of your tender submission deadline on E-TENDER PORTAL.
 - 4) Submit your bids well in advance of tender submission deadline on E-TENDER PORTAL as there could be last minute problems due to internet timeout, breakdown, etc.
- (BSNL should not be responsible for any problem arising out of internet connectivity issues).*

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

8. Minimum Requirements at Bidders end

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

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

1. **APPLICATION:** The general condition shall apply in contracts made by the purchaser for the procurement of goods/ services.
2. **DELETED**
3. **PATENT RIGHTS:** The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.
4. **PERFORMANCE SECURITY:**
- 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish performance security to the purchaser for an amount **per CSC** details as given below

Category of CSC	Minimum Performance Security Amount in INR
I	1.5 Lakh
II	0.5 Lakh

- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 No interest will be paid to the contractor on the security deposit.
- 4.4 The performance security Bond shall be in the form of either FD/DD in favour of **“Account Officer (Cash), BSNL, O/o GMTD, Ranchi payable at Ranchi”** or in form of Bank Guarantee issued by a scheduled Bank in India and in the proforma provided in 'Section-7B of this Bid Document in favour of **“Account Officer (Cash), BSNL, O/o GMTD, Ranchi payable at Ranchi”**
- 4.5 The validity period of Performance Security in the form of Performance Bank Guarantee (PBG) should be in proportion to the contract period as per the details given below:

<u>S.No.</u>	<u>Contract Period</u>	<u>Validity Period of Performance BG</u>
1)	Up to 6 months	2 Years
2)	6 months to 1 year	2 years and 6 months
3)	More than 1 year	3 years (36 months)
- a) However, in no case the validity period of the PBG should be less than the period by which all the contractual obligations of the bidders in the respective tenders are likely to be fulfilled.
- b) BSNL may ask for extension(s) of the validity period till the time all contractual obligations have been satisfactorily performed by the supplier/contractor.
- 4.6 The bidder shall ensure that performance bank guarantee (PBG) is sent to the BSNL directly by the issuing bank under Registered Post (A.D). In exceptional circumstances where the PBG is submitted by the bidder to the BSNL, the bidder shall ensure that an unstamped duplicate copy of the PBG is sent immediately by the bank direct to the purchaser by Registered Post (A.D).
- 4.7 Existing franchisee exempted from additional PBG (over & above bid security which will be converted to PBG), provided the existing PBG taken under S&D policy is higher than the required PBG as per CSC policy and C-top up balance is not issued against cheques (against PBG of S&D Policy).
- 4.8 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 4.9 The performance security deposit with the BSNL will be considered for adjustment against penalties, any other statutory levies and any loss to BSNL properties, if any reported, at the time of final conclusion of the contract and final settlement of account.
- 4.10 In case it is found that a bidder has submitted a fake/ forged bank instrument towards performance security deposit (say PBG), then, actions as per clause 1 (a) of Appendix -1 to Section 4 Part-A shall be applicable.
5. **DELETED**
6. **DELETED**
7. **DELETED**
8. **DELETED**
9. **DELETED**
10. **DELETED**
11. **PAYMENT TERMS- Refer Section-2**
12. **DELETED**
13. **DELETED**
14. **DELETED**

15. DELAYS IN THE SUPPLIER'S PERFORMANCE- Refer Section-3.

16. PENALTY-- Refer Section-3.

17. FORCE MAJEURE:

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

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

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

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

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

19. DELETED.

20. ARBITRATION

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

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

20.3 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.

20.4 Neither party shall appoint its serving employee as arbitrator.

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

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

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

20.8 Fast Track Procedure –

- 20.8.1 Notwithstanding anything contained in this ACT, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Sub Section (3).
- 20.8.2 The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track Procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- 20.8.3 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Sub-section (1):-
 - (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.
- 20.8.4 The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- 20.8.5 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- 20.8.6 The arbitral tribunal shall make and publish the award within time stipulated as under:

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

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

- 20.8.7 In case arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel / stay and the expenses incurred shall be shared equally by the parties.
- 20.8.8 The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).
- 20.8.9 Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this Clause.

21. SET OFF:

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

22. DELETED

23. DELETED

24. DELETED

25. COURT JURISDICTION:

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

“This Contract/ PO is subject to jurisdiction of Court at RANCHI(JHARKHAND) only”.

26. General Guidelines:

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

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

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

**SECTION-6
UNDERTAKING & DECLARATION**

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

1) Certified that:

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

2) The tenderer hereby covenants and declares that:

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

3) Declaration regarding internet downloaded bid submission as per clause no 11, Section-1 (DNIT).

I / We declare 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.

4) Clause by Clause Compliance

It is to certify that the tender document is carefully read & understood and all the sections and clauses are complied unconditionally & unequivocally. There is no deviation from the terms & conditions of the tender.

5) Certificate regarding firm has not black listed as per Clause No. 3, Section – 1

I, S/o..... r/ohereby certify that we or our firm.....has not been **BLACK LISTED** for Telecom business by any Central/ State Governments/ PSUs/ **GST Authority** in India and by any SSA/BA/Circle of MTNL/BSNL/ at the time of submission of bid. 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.

6) Declaration for EPF & Misc Provisions Act 1952.

I _____(Name of the bidder / agency) hereby declare compliance towards conditions of the EPF and Misc Provisions Act 1952 and authorize BSNL to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz. Labor, EPF, ESI etc. or any other acts dealing with the same and all other acts mentioned in the tender document.

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

6 (B) – NEAR RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the Clause 33.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

(In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company)

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

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

Witnesses

1) **Signature**
Name & Address

2) **Signature**
Name & Address

OR

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

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

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

SECTION- 7

PROFORMAS

7(A) For the BID SECURITY/EMD Guarantee
(To be typed on minimum of Rs.100/- non-judicial stamp paper)

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

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

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

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

6. Notwithstanding anything herein contained ;

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

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

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

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Mail ID

7(B) For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

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

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

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;

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

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Mail ID

7 (C) For Letter of Authorization for attending Bid Opening Event.
(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

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

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

.....
Signature of the Representative

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

Name of the Representative
.....

Signature of the alternative Representative
.....
Name of the alternative Representative

Above Signatures Attested

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

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

Paste Color Passport size photograph of the tenderer / authorized signatory holding power of Attorney and having Digital Signature Certificate. Photograph should be self-attested

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address

.....

Telephone No. Mobile No. FAX No.

3. Registered Office

.....

Telephone No. Mobile No. Email

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.A Permanent Account No. :

- 7.B GST Registration No(s).....

8. Details of the Bidder's Bank for effecting e-payments:

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

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

.....

.....

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification?
 Yes/ No.
- 1.1 If Yes, Give details.....

.....

EOI No: GMT/RCH/S&M-CFA/CSC/2021 DATED 31/01/2022

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

2.1 If Yes, Give details

.....
.....

3. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A
BID FORM

To **The General Manager
BSNL, Ranchi BA, Ranchi
Telephone Bhawan Bhawan, Ranchi-834001
Jharkhand**

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

Ref: Your Tender Enquiry No. **GMT/RCH/S&M-CFA/CSC/2021 DATED 31/01/2022**

1. Having examined the above mentioned tender enquiry document including amendment/clarification /corrigenda /addenda Nos. dated..... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **150 days** from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest/ Highest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank as per clause in Section 5 Part A for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase/ Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of..... 2022

Signature

Witness Name

Signature In the capacity of

Name Duly authorized to sign the bid for and on

Address behalf of

Mobile No.:

SECTION 9 PART- B



Bharat Sanchar Nigam Limited
O/o General Manager, RANCHI BA JHARKHAND
Telecom Circle, Ranchi-834001

NOTICE INVITING EOI (EXPRESSION OF INTEREST) FOR OUTSOURCING THE OPERATION AND MAINTENANCE OF BSNL CSCs IN RANCHI BA OF JHARKHAND TELECOM CIRCLE

EOI No: GMT/RCH/S&M-CFA/CSC/2021 Dated: 31/ 01/2022

Financial Schedule

Sl No.	BA	SSA	Name of the CSCSs	CSC Category	Monthly amount to be paid to BSNL(Rs.) **	
					(in figures)	(in words)
1		Ranchi	CSC Ranchi	I		
2	Ranchi	Ranchi	CSC, Bariyatu	II		
3		Ranchi	CSC, Hinoo	II		
4		Ranchi	CSC, Dhurwa	II		
5		Ranchi	CSC, Ashok Nagar	II		
6		Ranchi	CSC, Simdega	II		
7		Ranchi	CSC, Khunti	II		
8		Ranchi	CSC, Gumla	II		
9		Ranchi	CSC,Lohardaga	II		
10		Ranchi	CSC,Morabadi	II		
11		Ranchi	CSC,ARTTC	II		
12		Ranchi	CSC,Mandar	II		
13		Ranchi	CSC,Central	II		
14		Ranchi	Daltonganj	CSC,Daltonganj	I	
15	Daltonganj		CSC,Latehar	II		
16	Daltonganj		CSC,Garhwa	II		
17	Ranchi	Hazaribagh	CSC.HZB	II		
18		Hazaribagh	CSC,BARHI	II		
19		Hazaribagh	CSC.JMY	II		
20		Hazaribagh	CSC,CHATRA	II		
21		Hazaribagh	CSC,GIRIDIH	II		
22		Hazaribag	CSC,Ramgarh	I		
23		Hazaribagh	CSC SDOT HZB	II		

**Rate should be quoted online only

**Taxes shall be extra as applicable

Note:

(i)The bidder should quote a fixed amount to be paid to BSNL, for each CSC at the beginning of the year.

(ii)**The Highest bid** among the eligible bidders for each CSC shall be awarded the work for that CSC. Bidder may choose to bid for any number of CSC offered in the EOI. However, evaluation shall be done for each CSC separately.

SECTION 9 PART C

Regarding certificate for CSC wise quote

SI No.	BA	SSA	Name of the CSCs	CSC Category	Quoted for CSC (YES/No)
1		Ranchi	CSC Ranchi	I	
2	Ranchi	Ranchi	CSC, Bariyatu	II	
3		Ranchi	CSC, Hinoo	II	
4		Ranchi	CSC, Dhurwa	II	
5		Ranchi	CSC, Ashok Nagar	II	
6		Ranchi	CSC, Simdega	II	
7		Ranchi	CSC, Khunti	II	
8		Ranchi	CSC, Gumla	II	
9		Ranchi	CSC,Lohardaga	II	
10		Ranchi	CSC,Morabadi	II	
11		Ranchi	CSC,ARTTC	II	
12		Ranchi	CSC,Mandar	II	
13		Ranchi	CSC,Central	II	
14		Ranchi	Daltonganj	CSC,Daltonganj	I
15	Daltonganj		CSC,Latehar	II	
16	Daltonganj		CSC,Garhwa	II	
17	Ranchi	Hazaribagh	CSC.HZB	II	
18		Hazaribagh	CSC,BARHI	II	
19		Hazaribagh	CSC.JMY	II	
20		Hazaribagh	CSC,CHATRA	II	
21		Hazaribagh	CSC,GIRIDIH	II	
22		Hazaribag	CSC,Ramgarh	I	
23		Hazaribagh	CSC SDOT HZB	II	

Note:

- (i) If bidder has quoted “YES” against CSC/CSCs as per above table, then Bidder has to submit online price bid for those CSC/CSCs only.
- (ii) If bidder has quoted “NO” against CSC/CSCs as per above table, then no need to submit online price bid for those CSC/CSCs by bidder.

ANNEXURE-I

MUTUAL NON-DISCLOSURE AGREEMENT

(On minimum of Rs. 100/- Non-Judicial Stamp paper)

This Agreement is made as of the _____ day of _____ between BHARAT SANCHAR NIGAM LIMITED (BSNL), a Government of India Enterprise, having its registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, New Delhi (hereinafter called BSNL) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s _____ incorporated _____ having its office located _____ hereinafter referred as “ _____ ” (which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in Bid document for running customer service centre of BSNL (the “Business Purpose”), BSNL and _____ recognize that there is a need to disclose to one another certain information as also defined in Para-1 below and/or customer information, customer volume, pricing, technical information relating to service, provisioning, inter-connection and other potential business and or technical information as necessary to evaluate potential arrangement involving their sale of international telecommunications service of each party to be used only for the business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including the discussion conducted by the parties under this Agreement in relation to feasibility and possibility of business collaborations between the parties within various areas including without limitation (i).....(ii).....(iii)..... and information listed in Bid document for Customer Service Centre attached hereto and stated herein above or all information of disclosing party as in its possession under obligations of confidentiality in whatever form transmitted relating to business plan, operations and/or the proposed sale, purchase & use of telecommunications services which is disclosed by the disclosing party or its affiliates/ related Company to receiving party and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party. Confidential Information means Information consists of certain specifications, designs, plans, systems, technology, manufacturing process, drawings, software, prototypes and/or technical information and all information & knowledge regardless of form of storage relating to or developed in connection with Business purpose and for any businesses, prices, products, markets, promotions, strategies, plans, customers, suppliers or employees of disclosing party or related Company or intellectual property owned or used by disclosing party or a related Company or licensed to the disclosing party or related Company and all copies and derivatives containing such information, that may be disclosed to other another for and during the business purpose, which a party considers confidential Information.

Confidential Information may be in any form or medium, tangible or intangible, and may be communicated / disclosed in writing, orally, or through visual observation or learnt or accessed by or by any other means to receiving party by the disclosing party. Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary as confidential, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure. The term ‘affiliate’ shall mean any person or entity controlled by or under common control with a party. The related company in relation to a party means:

- (a) that party’s subsidiaries, holding companies and any other subsidiaries of that party’s holding companies;
- (b) a company or joint venture in which a party has an equity interest, and which is or may be involved in providing a telecommunications or internet access service; and
- (c) in case of M/s

2. _____ and BSNL hereby agree that at during the Confidentiality Period:~
- a. The receiving party shall use information only for the business purpose and for the purpose of evaluating and negotiating such potential arrangements shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, and shall grant access to information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in Customer Service Centre Bid document, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties take all action reasonably necessary to maintain the confidentiality of the other party confidentiality in branch, secure the other party's confidentiality in practice against theft, loss or unauthorized disclosure. The receiving party may, however, disclose the information to its consultants and contractors, related company with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors/ related company to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.
 - b. Upon the disclosing party's request, and or at the time documents and other materials are no longer required in connection with business purpose, the receiving party shall either return to the disclosing party all information or shall certify to the disclosing party that all media containing information have been destroyed. Provided, however, that an archival copy of the information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the information.
 - c. That the receiving party take reasonable steps to enforce the confidentiality obligations imposed or required to be imposed by this agreement, including diligent by prosecuting at its own cost, any breach or threatened breach of such confidentiality obligations by a person to whom it has disclosed confidential information of the other party
 - d. Neither party shall make any public announcement or press release the fact that the discussion is taking place between the parties or existence or content of this Agreement.
3. The foregoing restrictions on each party's use or disclosure of information shall not apply to information that the receiving party can demonstrate:
- a. was independently developed by or for the receiving party/ or its affiliated or related company without reference to the information or was received without restrictions; or
 - b. has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - c. was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
 - d. is the subject of a subpoena or other legal or administrative/ demand or Rules or Regulations of Regulator or appropriate authority, provided however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
 - e. is disclosed with the prior consent of the disclosing party; or
 - f. was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence' or
 - g. The receiving party obtains or was available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

The party seeking the benefit of above exceptions shall bear the burden of proving its existence.

4. Each party agrees not to remove any of the other party's confidential information from the premises of the

disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with all terms & conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Each party, as a receiving party acknowledges that neither the disclosing party nor any of its representatives has made nor makes any representations or warranty, express, or implied as accuracy or completeness of the confidential information of the disclosing party and arises that it must make its own assessment of the confidential information.
6. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.
7. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) affiliated/ related company and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain or seek specific performance or an immediate injunction enjoining any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
8. Access to information hereunder shall not preclude an individual who has seen such information for the purposes of this Agreement from working on future projects for the receiving party / affiliated / related company which relate to similar subject matters, provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's / its affiliated / related company's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.
9. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party or its affiliated/ related companies to make any purchase or sale, or to enter into any additional agreement of any kind.
10. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
11. Each party shall pay and bear all costs and expenses incurred by it in connection with the preparation for, the performance of, and participation into the Discussion providing in format under this Agreement.
12. Nothing contained in this Agreement may construe as restricting either party to enter into any further negotiation or agreement with third party regarding the same subject matter as the business purpose.
13. (a) The Disclosing Party warrants that it has all necessary rights to disclose lawfully the Confidential Information and the Confidential Information has not been provided in breach of any other agreement or arrangement with third parties. The Disclosing Party indemnifies the Recipient against liability for third party claims on that basis.

(b) Each party warrants that it is a corporation with full corporate power and authority to enter into and do all things necessary for the performance of this agreement. Each signatory to this agreement warrants that he or she is authorized to sign on behalf of the corporation for whom he or she acts.

(c) Each party agrees to comply with all applicable Laws and Regulations including but not limited to laws and regulations relating to export and re-export of technical data documentation and / or providing insofar as they relate to the information disclosed under this Agreement.
14. Except for the covenants herein, nothing under this Agreement or in the act of disclosing Confidential

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Information will constitute or imply a binding obligation between the Parties if in the future, the Parties elect to enter into a business relationship, both Parties will execute a separate written Agreement.

15. **Severance** : If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
16. **Notice**: Any notice required or permitted to be given under this Agreement shall be given in writing by personal delivery, certified or registered mail, or facsimile and shall be addressed to the nominated addresses set forth below or such other address as either Party has notified the other Party in accordance with this Article.

(i) If to BSNL:

Attention : Mr./Ms :

Address :

.....

(ii) If to M/s _____:

Attention: Mr./Ms. _____

Address: _____

Fax: _____

Mail ID: _____

17. This Agreement and customer service centre Bid document attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.
18. The obligations of confidentiality imposed by this agreement survive the expiration or termination of this agreement for a period of two years from (i) the last date of confidential Information was disclosed to the receiving party or (ii) the completion of business purpose whichever is later.
19. The Receiving Party take all reasonable steps to notify the Disclosing Party immediately if Confidential Information is disclosed in violation of the provisions of this Agreement or is otherwise lost or unaccounted for. Furthermore, the Receiving Party will take all reasonable steps to notify the Disclosing Party promptly of any actual or attempted use or possession of any Confidential Information by any unauthorized person or entity which may become known to it and extend reasonable cooperation to the Disclosing Party in any investigation or action against any such persons or entities.
20. Notwithstanding anything to the contrary in this Non-Disclosure and Confidentiality Agreement, if the Receiving Party learns that it is or may be required by applicable court order, law or regulation to disclose any Confidential Information, then the Receiving Party will (i) attempt to obtain a protective order or other appropriate relief in lieu of Disclosing such Confidential Information, (ii) as promptly as possible after learning of a possible disclosure requirement, and in any case prior to making disclosure take reasonable steps to notify the Disclosing Party of the disclosure requirement so that the Disclosing Party may seek a protective order or other appropriate relief, (iii) provide such cooperation and assistance as the Disclosing Party may reasonably request in any effort by the Disclosing Party to obtain such relief, and (iv) take reasonable steps to limit the amount of Confidential Information so disclosed and to protect its confidentiality.
21. This Agreement will be construed in interpreted and applied and governed in accordance with the laws of India and jurisdiction of Court at **Ranchi(Jharkhand), India**.
22. All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties then same shall be resolved by mutual discussions / reconciliations in good faith.

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If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the agreement cannot be resolved within 60(sixty) days of commencement of reconciliations / discussions, then such question, dispute or difference (except as to the matters, the decision to which is specifically provided under this agreement) shall be referred to the sole arbitration of theBSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the.....BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the..... or the said officer. There will be no objection to any such appointment on the ground that the arbitrator is a BSNL employee or Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant or BSNL employee, he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is referred, being transferred or vacating his office or neglecting his work or being unable to act for any reason whatsoever, the BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment there of or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

The Arbitration proceeding shall be in English language. The Venue of the arbitration proceeding shall be the office of the BSNLIndia or such other places as the arbitrator may decide.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

BHARAT SANCHAR NIGAM LIMITED

NAME: _____

NAME: _____

DESIGNATION: _____

DESIGNATION: _____

DATE: _____

DATE: _____

Witness

Witness

(Sign, Name & Mobile No.)

(Sign, Name & Mobile No.)

1.

1.

2.

2.

ANNEXURE –A

Details of CSCs for which EOI have been floated

Sl No.	BA	OA/SSA	Name of the CSCs	CSC Category	TOTAL
1		Ranchi	CSC Ranchi	I	
2	Ranchi	Ranchi	CSC, Bariyatu	II	13
3		Ranchi	CSC, Hinoo	II	
4		Ranchi	CSC, Dhurwa	II	
5		Ranchi	CSC, Ashok Nagar	II	
6		Ranchi	CSC, Simdega	II	
7		Ranchi	CSC, Khunti	II	
8		Ranchi	CSC, Gumla	II	
9		Ranchi	CSC,Lohardaga	II	
10		Ranchi	CSC,Morabadi	II	
11		Ranchi	CSC,ARTTC	II	
12		Ranchi	CSC,Mandar	II	
13		Ranchi	CSC,Central	II	
14		Ranchi	Daltonganj	CSC,Daltonganj	
15	Daltonganj		CSC,Latehar	II	
16	Daltonganj		CSC,Garhwa	II	
17	Ranchi	Hazaribagh	CSC.HZB	II	7
18		Hazaribagh	CSC,BARHI	II	
19		Hazaribagh	CSC.JMY	II	
20		Hazaribagh	CSC,CHATRA	II	
21		Hazaribagh	CSC,GIRIDIH	II	
22		Hazaribag	CSC,Ramgarh	I	
23		Hazaribagh	CSC SDOT HZB	II	

ANNEXURE - B

Compensation Structure of Consumer Mobility Product and Services as per S&D Policy 2018

The discount / commission of Product and services may be modified from time to time and will be binding as per the BSNL guidelines.

Compensation Structure of Consumer Mobility Product and Services for Franchisee / e-Distributor / Rural distributor / Retailers / Post Offices / Large Retail Chain/ PCO Operators / DSAs (in Rs.)				
Sr. No.	Name of Product	Particulars	Initial discount/ margin to Franchisee	Secondary/ Subsequent incentive to franchisee
Post-Paid Products				
1	Post-Paid Voice & Data Plan	SIM & Activation (Note)	NIL	At present CAF commission for both physical and e-KYC CAF activation is Rs. 10/- per activation and is applicable after submission of CAF and activation of SIM. (Note)
		Any Monthly Plan	Rs.80/- on deposit of security amount at the time of activation	Balance incentive if any will be paid @ 14% of Fixed monthly Charges (FMC) at the end each month for six months subject to maximum of 90% of lowest FMC or Rs 500/- (Including initial payment of Rs. 80/-) whichever is less and payment of monthly bills by the customer.
Pre-Paid Products				
Sr. No.	Name of Product	Particulars	Discount, margin and incentive to Franchisee	
2	Pre-Paid Voice & Data	SIM & Activation	At present CAF commission for both physical and e-KYC CAF activation is Rs. 10/- per activation and is applicable after submission of CAF and activation of SIM. (Note)	
		Plan voucher	90% of Plan voucher or Rs.100/- whichever is less. For special plans where discount is specified, the same is applicable.	
Hardware Products				
3	Data Card	On purchase of each data card	Discount @ 7.12% on Sale Price (See Note)	
Ad-On Products				
Sr. No.	Name of Product	Particulars	Discount to Franchisee	
4	Pre-paid to Post paid plan conversion	Pre-Paid to Post-Paid GSM/CDMA/ etc.	50% of FMC subject to max. of Rs. 150/- after payment of 1st bill.	
5	VAS retailing	Retailing of Value added services through channel partners	Discount on EUP (End User Price) same as in case of Top-up/recharge (See Note)	
RCV & TOPUP Products				
6	All Top-up Vouchers/Flexi Top Up/STV (Special Tariff Vouchers)/RCV(Recharge Vouchers)/C TOP UP		Discount @ 4.66% on MRP(See Note)	
Post-Paid Bill payment through CBP system				

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Sr. No.	Name of Service	Particulars	Initial discount/ margin to Franchisee	Subsequent incentive to franchisee
7	Mobile Post-paid bill payment	Mobile Post-paid bill payment through CBP-system	Upfront discount/ margin of flat 2% for mobile Post-paid bill payment through C-Top-up at the time of purchase of stock for post-paid wallet in the c-top-up system.(Applicable up-to 31.12.2017 as per order no. 27-8/2015-S&M-CM/19:dated 21.09.2017.	Nil

Note:-
1. At present CAF commission for both physical and e-KYC CAF activation is Rs. 10/- per activation issued vide this office letter no. 27-18/2017/S&M-CM/7 dated 07.11.2017 and subject to revision from time to time.
2. Rate of discount on all Top-up Vouchers / Flexi Top-up / STV (Special Tariff Vouchers)/ RCV (Recharge Vouchers) / C-TOPUP shall be calculated on MRP and subject to revision from time to time.
3. Discount on C-TOPUP/ recharge to PCO Operators/DSAs shall be 60% & for retailers 70% of discount/ margin offered to Franchisees .(Annexure-E)
4. Discount on C-TOPUP/ recharge to Rural Distributor shall be 85% of discount offered to Franchisee.(Annexure-E)
5. For e-Distributor discount is 75% of discount offered to Primary Franchisees, subject to maximum 3.5%
6. Discount applicable to Post Office/Large Retail Chain shall be at par with discount offered to Franchisee
7. BSNL will charge GST on the price at the transaction value i.e. the price at which BSNL sells c-topup/ voucher to the franchisee as against the discount calculated on the MRP. Quantum of discount shall be communicated time to time and subject to revision as per market dynamics. The amount of discount (when applied on the gross amount tendered by the franchisee) will be reviewed & recount from time to time based on the applicable rate of GST. This may be included in commercial agreement with franchisee at the time of migration/EOI.
8. EUP = End User Price is amount in Rs. for which VAS services sold to customer. Same Pre-paid wallet is being used by retailers for VAS retailing.

ANNEXURE – CFA

The discount / commission of Product and services may be modified from time to time and will be binding as per the BSNL guidelines.

Commission structure for CFA products			
S. No	Name of product/service	Franchisee Commission (Rs)	Commission Payment Schedule
1	Landline-fixed plan charges/ plan up to Rs 500/- per month	One month's FMC (Fixed monthly charges) with minimum commission of Rs 250/- per connection	100% commission payment after first bill payment by the customer.
2	Landline/-fixed plan charges /plan more than Rs 500/- per month	Half month's FMC (Fixed monthly charges) with minimum commission of Rs. 500/- per connection	
3	Conversion to any higher plan	Rs 100/- per Conversion	100% after realization of first bill.
4	Reconnection of Landline	Rs 100/- per connection	100% after realization of first bill. If plan conversion is also involved along with Reconnection, then commission for both will be payable.
5	Broadband Monthly Plan Charge up to Rs 500/- (Stand alone as well as Combo)	One month's FMC (Fixed monthly charges) per Connection	100% commission payment after first bill payment by the customer.
6	Broadband Monthly Plan Charge above Rs 500/- (Stand alone as well as Combo)	Half month's FMC (Fixed monthly charges) with minimum commission of Rs. 500/- per connection	
7	Broadband Monthly Combo Plan Charge up to Rs 500/- (If Broadband is provided with new Landline)	One month's FMC (Fixed monthly charges) + Rs 100/- per connection	100% commission payment after first bill payment by the customer
8	Broadband Monthly Combo Plan Charge above Rs 500/- (If Broadband is provided with new Landline)	Half month's FMC (Fixed monthly charges) with minimum commission of Rs. 500/- +Rs 100/- per Connection	
9	Prepaid Broadband	Not Applicable	Rs 100/- up front per connection with the condition that installation charges are recovered at the time of registration by the customer.
10	Centrex/CUG (Minimum 5 paid connections)	One month FMC per member line	100% commission payable after first bill payment by the customer
11	VPN (Minimum 25 paid Connections)	One month FMC per member line	100% commission payable after first bill payment by the customer
12	Free Phone services	Rs 5000/- per connection	100% commission payable after first bill payment by the customer.
13	Universal Access Number	Rs 5000/- per connection	100% commission payable after first bill payment by the customer.
14	ACC Service	Rs 500/- per connection	100% commission payable after first recharge by the customer.

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15	Premium Rate Service	Rs 3000/- per connection	100% commission payable after first bill payment by the customer.
16	Tele-Voting	1. Rs 500/- in case of Weekly Plan.	100% after the realization of first bill.
		2. Rs 1500/- in case of monthly plan.	
17	BRI ISDN	One month's FMC (Fixed monthly charges) per connection	100% commission payment after first bill payment by the customer.
18	PRA only incoming	Half month's FMC (Fixed monthly charges) per connection	100% commission payment after first bill payment by the customer.
19	PRA-Normal	One month's FMC (Fixed monthly charges) per connection	
20	PCO (Any technology)	Rs 500/- per connection	100% commission payment after second bill payment by the customer.
21	Internet through NIC cards	One month's FMC (Fixed monthly charges) per connection	100% commission payment after first bill payment by the customer.
22	Universal ITC Card	8% base commission plus bulk discount as applicable to ITC franchisees.	Upfront Payment
23	Prepaid Broadband Recharge coupons & Sanchar net cards	5%	Upfront Payment
24	FLPP Cards	8%	Upfront Payment

- For each landline connection beyond 500 provided in a month by the franchisee, additional commission of Rs.50 per landline shall be payable to the Franchisee.
- For each broadband connection beyond 500 provided in a month by the franchisee, additional commission of Rs.100 per broadband shall be payable to the Franchisee.
- Additional trade scheme for sale of CFA products can also be declared by corporate office from time to time.

ANNEXURE - 1

DEED OF INDEMNITY

This **DEED OF INDEMNITY** is executed on this the <<Date>>, 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 **General Manager**, BSNL, Ranchi BA(Jharkhand) 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 GMT/RCH/S&M-CFA/CSC/2021 dated
31/01/2022 (hereinafter referred to as 'Tender') for the purpose of **Outsourcing the Operation and
Maintenance of CSCs in Ranchi BA.**
- (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-contractor in the process of fulfillment of required obligations during contract period.
 - b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
 - I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
 - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
 - III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.

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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. In such/any case the interest and penalty levied by GST authorities for wrongly availed ITC, such interest and penalty shall also be recovered along with applicable GST.
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: (Sign, Name & Mobile No.)

Witness 2: (Sign, Name & Mobile No.)

CHECK LIST FOR THE BIDDERS

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

Documents forming part of the bid: -

Sl. No.	Document	Yes / NO / Not applicable
Documents to be submitted off line		Offline
1	Tender Fee (Original)	
2	Bid Security/EMD (Original) for each participating CSC	
3	Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per Clause no. 14.3 of Section-4 Part A	
4	Valid Udyam Registration Certificate (MSME) along with URN registration on CPP Portal (if applicable)	
5	Copy Consortium Agreement (If Applicable)	
6	Letter of authorization for attending bid opening as per Section-7 C of the tender document. Applicable if, the bidder wants to facilitate his Representative to attend in Bid opening	
Documents to be submitted in E-Tender portal		On line
1	Scanned Copy of payment of Tender Fee	
2	Scanned Copy of Bid Security/EMD for each participating CSC	
3	Scanned copy Valid Udyam Registration Certificate (MSME) along with URN registration on CPP Portal (if applicable)	
4	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
5	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	
6	Scanned copy of a list of all Board of Directors of the company (In case of Limited Company).	
7	Scanned Copy of board resolution, authorizing a person for executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
8	Scanned copy of Credentials regarding experience as per clause 3 of Section -1	
9	Scanned copy of Documents related to financial capabilities of the bidder as per clause 3 of Section-1. [(i) ITR for F. Y. 2018-19, 2019-20 and 2020-21 (ii) Audit Report/Turnover Certificate for F. Y. 2018-19, 2019-20 and 2020-21]	
10	Scan copy Consortium Agreement (If Applicable)	
11	Valid Goods and Services Tax Registration Certificate(s) - REG-06 along with copy of latest GSTR - 3B	
12	Valid PAN Card	
13	Undertaking and Declaration as per Section-6 Part A duly filled up and signed	
14	Scanned copy of Near Relationship Certificate as per Section 6 Part (B)	
15	Bidder's Profile & Questionnaire as per Section-8 duly filled up and signed.	
16	Scanned copy of Bid Form in Section-9 Part A duly filled up and signed.	
17	Certificate for CSC wise quote as per Section 9 Part C	
18	Dully signed Bid Document	
19	Letter of Authorization to attend Bid opening event	
20	Check list (Annexure-2)	
21	Any other supporting documents asked for in bid document.	

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

Place:

Date: Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal



VENDOR MASTER FORM



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

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

Title* :

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

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

Tax Registration no. :

(for Foreign Vendors)

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

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

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

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

Industry Status:

Micro/ SSI Status : Yes No

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

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

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

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