

BHARAT SANCHAR NIGAM LIMITED
GENERAL MANAGER TELECOM DISTRICT INDORE
OFFICE OF DIVISIONAL ENGINEER (PLG)
OLD CTO COMPOUND RESIDENCY AREA INDORE-452001
TELEPHONE :2715644 FAX :2715640 STD CODE :0731

TENDER No: GMBA/INDORE/T-1270/RF MTCE/2022-23/06 Date of Issue
17/11/2022



E-TENDER DOCUMENT FOR RF MAINTENANCE & RF
OPTIMIZATION WORK OF BTS SITES and Rigger Supply In INDORE OA

DATE & TIME OF SUBMISSION OF BID - up to 15.000 Hrs. of 12/12/2022

DATE & TIME OF OPENING OF BID - 15.00 Hrs. of 13/12/2022

Period of contract : One Year

Website: www.mp.bsnl.co.in

e-portal: <https://etenders.gov.in/eprocure/app>

IMPORTANT

All the bidders will be given a chance , to get their doubts or short coming noted by them in bid document clarified during prebid meeting on dated 01/12/2022 at 3.00 pm in conference hall of GMTD Indore at Old CTO Compound Residency Area Indore. The bidders attending the meeting can give objection/clarifications required in writing which will be replied or incorporated if acceptable. No complaint regarding bid document contents will be entertain after prebid meeting. For any clarification in this regards contact DE(Plg)O/o GMTD Indore no 0731-2715644

(COVER PAGE)

SECTION-I

TABLE OF CONTENTS

<u>SECTION</u>	<u>CONTENT</u>	<u>PAGES NO.</u>
	<u>QUALIFYING BID DOCUMENT</u>	
I	TABLE OF CONTENTS	2
II	CHECKLIST	3
III	NOTICE INVITING TENDER (CONDENCED)	4
IV	NOTICE INVITING TENDER	5
V	TENDERER'S PROFILE	7
VI	DECLARATION-I	8
VII	DECLARATION-II	9
VIIA	PAYMENT INSULATION UNDERTAKING-III	10
VIIB	READINESS TO WORK ANY WHERE IN MP UNDERTAKING-IV	11
VIIC	UNDERTAKING & DECLARATION-V	12
VIII	GENERAL TERMS AND CONDITION-I	13
VIII Part A	E-tendering Instructions to Bidders	22
IX	GENERAL TERMS AND CONDITION-II	26
X	SPECIFICATION AND SCOPE OF WORK	30
	<u>E-FINANCIAL BID DOCUMENT</u>	34
XI	SHEDULE OF REQUIREMENT &SCHEDULE OF RATE	35
XII	FINANCIAL BID	36

SECTION-II
CHECK LIST

Check List For Tenderes Online Uploped & offline submissions

Sr. No.	Documents	Yes or No
1	DD / Banker's cheque / Receipt No. and Date towards Cost of Tender document for Rs.590/-	
2	DD/ Banker's cheque/ BG No. and Date towards EMD	
3	Tenderers' profile, duly filled in as per section V of the tender document.	
4	Tender document(s) in original duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representatives	
5	Attached document Attested by Gazetted officer/Notary/Self	
6	PAN Card (In case of Partnership/Pvt Ltd firm PAN No of firm is required, in case of Proprietorship firm PAN No of proprietor is to be enclosed).	
7	Attested copy of Latest Income Tax Return. (Assessment year 2020-21 or 2021-2022)	
8	The registration of the firm (Registration with Nagar Nigam/Gumasta/Department of Labour in case of Proprietary firm & in case of Pvt.Ltd. Company/Partnership firm registration with Registrar of firms is required).	
9	Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and Articles of Association in case of companies.	
10	Original/Attested " Power of Attorney " in case a person other than the tenderer has signed the tender document or authorization certificate for signing the tender document from limited company/Govt./ PSU	
11	Attested copy of experience certificate as per NIT eligibility Condition.	
12	GST Registration.	
13	EPF registration.	
14	ESI registration	
15	MSME certificate enclosed as per NIT if applicable	
16	Declaration & undertaking have to be filled & signed specifically available in tender document Section -VI , VII, VIIA, VIIB & VIIC: (1)Close relatives (declaration-I) (2)Non black listing of firm (declaration-II) (3) Payment insulation undertaking (undertaking -III) (4)Bidder READY to work anywhere in MP on the same terms and conditions mentioned in this tender (undertaking -IV) (5) undertaking & declaration -V	
17	In case bidder happens to be a MSE, the documentary evidence for the same shall be upload and submit.	
18	PRICE SCHEDULE (<u>Only In Electronic Form/ online</u>)	

SECTION-III



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise) Office of the
General Manager Telecom District
Indore

NOTICE INVITING TENDER

General Manager Telecom District Indore invites sealed E- tender for RF MAINTENANCE & RF OPTIMIZATION WORK OF BTS SITES **and Rigger Supply** IN INDORE OA For further details kindly visit our web site www.mp.bsnl.co.in & <https://etenders.gov.in/e procure/app>

General Manager Telecom District Indore

Connecting India



SECTION-IV
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
OFFICE OF THE GENERAL MANAGER TELECOM
OLD CTO COMPOUND RESIDENCY AREA INDORE
NOTICE INVITING TENDER

NIT NO.: GMBA/INDORE/T-1270/RF MTCE/2022-23/06

Date of Issue 17/11/2022

E- tenders are invited for and on behalf of Bharat Sanchar Nigam Limited by General Manager Telecom Indore from the eligible contractors for the following works:

1. Name of the work: E Tender for RF Maintenance & RF Optimization work of BTS Sites and Rigger Supply in Indore OA .

2. Area of contract: Jurisdiction of GMT Indore

Sl. No.	Name of the OA	Tender number	Estimated Cost of Work In Rs.	Cost of Bid Document (Non refundable) in Rs.	Earnest Money/Bid Security in Rs.
1.	Indore	T-1270	Rs. 1265736/-	Rs.590/-	31643/-

3. **Period of contract** : One Year from the date of agreement(extendable by one year)

4.0 **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website www.mp.bsnl.co.in following "Link for E-tenders". The official copy of tender document for participating in E-tender shall be available for downloading from <https://etenders.gov.in/eprocure/app> from **17/11/2022** , **18.00** Hrs onwards.

4.1 The bidders downloading the tender document are required to submit Cost of tender form through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash), O/o GMTD Indore", **payable at Indore.**

5.0 **Availability of Tender Document:** The tender document shall be available for downloading from **17/11/2022** **18.00 Hrs. onwards up to 12/12/2022** **15.00 Hrs.**

5.1 The tender is invited through e-tendering process, hence physical copy of the tender document would not be available for sale.

5.2 The bidding process will be accepted only through E-Tendering platform.

5.3 Once the bidder has submit his bid through E-Tender, it will be presumed that bidder has understand & accepted all the terms and condition of the tender and no correspondence at later stage will be entertained in this matters.

Note : The Tender document shall not be available for download on its submission / closing date.

6.0 Eligibility Conditions: Bidder has to also upload and submit attested (attested by Gazetted Officer/ Notary/Self) /original copies of the following documents :

i. PAN Card (In case of Partnership/Pvt Ltd firm PAN No of firm is required, in case of Proprietorship firm PAN No of proprietor is to be enclosed).

ii. Latest Income Tax Return (Assessment year 2020-21 OR 2021-22)

iii. The registration of the firm (Registration with Nagar Nigam/Gumasta/Department of Labour in case of Proprietary firm & in case of Pvt.Ltd. Company/Partnership firm registration with Registrar of firms is required).

iv. Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and Articles of Association in case of companies.

v. Original/Attested "**Power of Attorney**" in case a person other than the tenderer has signed the tender document or authorization certificate for signing the tender document from limited company/Govt./ PSU.

vi. Experience of having successfully completed same or similar work during last 7 (Seven) financial years ending the 31st March of the year in which applications are invited i.e. **in year 2015-16,2016-17,2017-18** ,2018-19,2019-20,2020-21,2021-22 should be either of the following:-

(a) Similar nature of completed works in any three years costing not less than the amount equal to **40%** of the estimated cost in each financial year during the last seven years. OR

(b) Similar nature of completed works in any two years costing not less than the amount equal to **50%** of the estimated cost in each financial year during the last seven years. OR

(c) Similar nature of completed works in any one financial year costing not less than the amount equal to **80%** of the estimated cost during the last seven years.

Similar work means work **RF Maintenance & RF Optimization work of BTS Sites and Rigger Supply**, Bidder must have experience of similar work in BSNL/MTNL/DOT or Central Govt or State Govt. or their PSUs and the Experience certificate issued by not below the rank of STS level / Gazetted officer of PSU/ government organization. Copy of work order will not be acceptable.

Note :- (Any three year means) e.g. Y1, Y2,Y7 is financial year 1, 2,.....7.If any bidder completed work costing in Y1 40%,in Y3 40% and in Y7 is 40% is eligible (Similar suitable combination may be considered for eligibility during the seven year block.

- vii valid EPF registration .
- viii valid ESI registration.
- ix valid GST registration.
- x. Declaration & undertaking have to be filled & signed specifically available in tender document Section - VI , VII,VIIA, VIIB & VIIC:
 - (1)Close relatives (declaration-I)
 - (2)Non black listing of firm (declaration-II)
 - (3) Payment insulation undertaking (undertaking –III)
 - (4) Bidder READY to work anywhere in MP on the same terms and conditions mentioned in this tender (undertaking –IV)
 - (5) Undertaking & declaration –V
- Xii In case bidder happens to be a MSE bidder, the documentary evidence for the same shall be upload and submit.

7.0 Bid Security/EMD:

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

- (a) Demand Draft/ Banker's cheque drawn in favour of AO (Cash), O/o GMTD Indore", issued by nationalized / Schedule Bank payable at Indore.
- (b) Bank Guarantee from a scheduled bank drawn in favour of AO (Cash),O/o GMTD Indore which should be valid for 180 days from the tender opening date.

Note: The bid, which is not accompanied by the requisite bid security, shall be liable to be rejected. Tender will not be accepted/received after expiry date and time. The GMTD Indore, reserves the right to reject any or all tenders without assigning any reason what-so ever.

8.0 Date & Time of Submission of Tender bids: on or before 15.000 hrs of 12/12/2022 .

Note 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 separately.

- 8.1 A pre bid meeting with the tenderers shall be held on **01/12/2022 at 15.00 Hrs. at Conference hall, BSNL GMT Office Old CTO Building Residence Area Indore** Tenderers may seek clarifications in regards to the tender documents and methodology for submitting the tender document, in writing so as to reach The Divisional Engineer BSNL (the official nominated for this purpose) not later than 3 (three) days before the date fixed for the meeting. No request for clarification will be considered thereafter.

The purpose of the meeting will be to clarify the issues raised by the tenderers .

Minutes of the meeting including the text of the questions raised (without identifying the source of enquiry) and the responses given will be E-tendering platform . Any modifications of the Tender Document which may become necessary as a result of the Pre-bid Meeting shall be made exclusively through the issue of an Addendum / Corrigendum and not through the Minutes of the Pre-Bid Meeting. The Minutes of the Meeting as described above and the Addendum / Corrigendum, if any, will be uploaded on E-tendering platform only and it shall become part of the contract documents. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a tenderer.

9.0 Online Opening of Tender Bids: At 15.00 Hrs. of 13/12/2022 .

- 10.0 Place of opening of Tender bids: **Divisional Engineer (Plg) % GMTD BSNL Old CTO Compound Residency Area Indore-452001**

- 10.1 In case of tenders invited through e-tendering process, the tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer clause 8 of Section-VIII Part A of Tender document for further instructions.
- 10.2 In addition authorized representatives of bidders (i.e. vendor organization) can attend the TOE at chamber of **Divisional Engineer (Plg) % GMTD BSNL Old CTO Compound Residency Area Indore-452001**, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 11.0 Tender bids received after due time & date will not be accepted.
- 12.0 Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
- 13.0 The GMTD Indore reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
- 14.0 The bidder shall furnish a declaration in his tender bid 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 in the format provided under Section VIIC.
- 14.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.
- Note 2: All documents submitted in the bid offer should be in English/Hindi. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- Note 3: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.
- Note 4: Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.

Divisional Engineer (Planning)
O/o GMTD Indore

Copy to:

1. All OA in MP Circle.
2. All Concerned bidders by registered post.
3. MP Circle website www.mp.bsnl.co.in
4. Please visit at -<https://etenders.gov.in/eprocure/app>
5. Notice board

SECTION-V

TENDERER'S PROFILE

General:

1. Name of the tenderer/firm : -----

2. Name of the person submitting
the tender whose photograph is affixed

Shri/Smt.

Photograph h of Authorized Signatory to be affixed here
--

(In case of Proprietary/Partnership firm, the tender has to be signed by Proprietor/Partner only, as the case may be)

3. Address of the firm : -----

4. Telegraphic Address : -----

5. Telephone No. : Off ----- Fax ----- Resi ----- Mobile No-----

(with STD code)

6. E mail Address for communication :-----

7. Registration and incorporation particulars of the firm:

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)

8. Name of Proprietor/Partner/director: -----

9. Tenderer's bank, its address: -----

and his current account number -----

10. Permanent Income Tax number: -----
Income Tax circle -----

(Please attach a copy of last income tax return)

Place:

Date:

Signature of tenderer/authorized signatory -----

Name of tenderer -----
Seal of the tenderer

SECTION-VI

DECLARATION-I

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

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)

Station:

Date:

Note ⊗(1)The above certificate is to be signed by :

In case (i) Proprietorship firm - The proprietor
(ii) Partnership firm - All partners
and (iii) Limited Company – All Directors of the Company

(2) 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).

SECTION-VII

DECLARATION-II

I/We hereby declare that my/our firm has/have not been debarred from taking part in tender anywhere in any unit of BHARAT SANCHAR NIGAM LIMITED. I/We also declared that my/our firm is not under process of debarring by any unit of BSNL. I/We am/are aware that any suppression of facts in this regard/breach of this condition/clause would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held by Indore Telecom District Indore.

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)

Station:

Date:

SECTION-VIIA

PAYMENT INSULATION UNDERTAKING-III

I/We undertake that I have sufficient capital resources to carry out operations and will make due payment to our firms labour / employees assigned to execution of the tender no.1270 of Indore OA (BSNL) as per laws every month insulating it from payments from BSNL. I/We also **under take** to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)

Station:

Date:

SECTION-VIIB

UNDERTAKING-IV

I/We/ our firm Undertake that I/We/Our Firm is readiness to work any where in M.P. on same terms and Conditions.

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)

Station:

Date:

SECTION VII C

UNDERTAKING & DECLARATION V

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

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.
3. No additions/alterations/deletions/corrections have been made in the downloaded Tender Document being submitted and it is identical to the tender document appearing on the Tender Portal.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the Advance Purchase Order/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. Black Listing : It is certified that our firm have /have not been black listed by any Govt. authorities /PUSs on account of any reason. However, if we fail to supply /fulfill the tender conditions, BSNL is free to take action /black list our firm.
4. Bidder will have to ensure that he does not execute work in excess of 25% of contract amount.

Date:

Place:

.....

Signature of Tenderer
Name of Tenderer

Along with date & Seal

SECTION-VIII

GENERAL TERMS & CONDITIONS

PART-I

1. DEFINITION

1.1. GENERAL MANAGER:

General manager telecom District Indore or any officer authorized by him on his behalf.

1.2. CONTRACTOR/TENDERER/SUPPLIER:

The individual or firm or company whether incorporated or not undertaking the works.

1.3. CONTRACT:

The formal agreement executed between General Manager Telecom District, Indore for and on behalf of Bharat Sanchar Nigam Limited and the contractor.

2. SIGNING & REJECTION OF BID:

2.1 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, using Digital Signature , by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

2.2 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 digitally signed by the person or persons signing the bid.

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

3. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

Bidder has to also upload and submit attested (attested by Gazetted Officer/ Notary) /original copies of the following documents :

3.1a Tender document(s) in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.

i PAN Card (In case of Partnership/Pvt Ltd firm PAN No of firm is required, in case of Proprietorship firm PAN No of proprietor is to be enclosed).

ii. Latest Income Tax Return (Assessment year 2017-18 or 2018-19)

iii. The registration of the firm (Registration with Nagar Nigam/Gumasta/Department of Labour in case of Proprietary firm & in case of Pvt.Ltd. Company/Partnership firm registration with Registrar of firms is required).

- iv. Authenticated copy of the partnership deed in case of partnership firm or copy of Memorandum and Articles of Association in case of companies.
- vi. Original/Attested “**Power of Attorney**” in case a person other than the tenderer has signed the tender document or authorization certificate for signing the tender document from limited company/Govt./ PSU.
- vi. Experience certificate of the similar work as per NIT Conditions.
- vii valid EPF registration.
- viii valid ESI registration, If not available at the time of bid submission enclose a declaration letter that it will be submitted at the time of agreement failing which EMD can be forfeited and party can be black listed from any tender in BSNL.
- ix valid GST registration.
- x. Declaration & undertaking have to be filled & signed specifically available in tender document Section -VI , VII,VIIA, VIIB & VIIC:
 - (1)Close relatives (declaration-I)
 - (2)Non black listing of firm (declaration-II)
 - (3) Payment insulation undertaking (undertaking –III)
 - (4) Bidder READY to work anywhere in MP on the same terms and conditions mentioned in this tender (undertaking –IV)
 - (5) Undertaking & declaration –V
- xii In case bidder happens to be a MSE bidder, the documentary evidence for the same shall be upload and submit.
- 3.2. Bid Security & Tender document cost in accordance with NIT.
- 3.3. Tenderer's profile duly filled in, as per section V of the tender document.
- 3.4. PRICE SCHEDULE (**Only In Electronic Form/ online**).

4a. PAYMENT INSULATION UNDERTAKING:

The bidder is required to submit a payment insulation under taking that he has sufficient capital resources at his disposal so that he will make due payments to the labours / workers / working of this tender/ contract every month as per laws without linking it with payments from BSNL and carry out operations of tender without linking it with payments from BSNL. (It may be noted that BSNL makes payments twice a month based on status of submitted & passed invoices available with paying authority as per current policy).

4. REGISTRATION OF THE FIRM

Tenderer will be required to produce attested certificate of registration of the firm issued by any one of the Registrar of the firms, Municipal Corporation, Gumasta, Department of Labour, Department of Small Scale Industries, BSNL, MTNL, DOT, Central Govt., State Govt., Semi Govt. and Govt. undertakings.

5. EARNEST MONEY DEPOSIT

- 5.1. Earnest Money Deposit will not earn any interest Earnest Money will be refunded after final acceptance of the tender and execution of the agreement with successful Tenderer. The earnest money shall be forfeited by the GMTD Indore; if (I) the Tenderer withdraws his tender before final acceptance (ii) the successful Tenderer fails to pay the security deposit or enter into the prescribed agreement with General Manager Telecom District, Indore.
- 5.2. The earnest money deposit of successful Tenderer can be adjusted towards security deposit.

- 5.3. The earnest money will be deposited by bidder in favour of A. O. (Cash) office of General Manager Telecom District Indore.
- 5.4 **The MSE bidders are exempted from payment of bid security:**
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

6. SECURITY DEPOSIT

All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish security to the an amount equal to 3% within 10 days.

- 6.1 The successful Tenderer shall deposit within 10(Ten) days of receipt of intimation of acceptance of this tender deposit of security deposit of 10% of the value of work awarded, in cash/FDR/DD/Bank guarantee in favour of Accounts Officer (Cash) Bharat Sanchar Nigam Limited or the contractor shall permit the Department, at the time of making any payment to him for work done under the contract, to deduct such sum in addition to the sum already deposited as security deposit (due to conversion of bid security), an amount to the tune of 0.5% of running bills/final bill.
- 6.2. Security deposit will not earn any interest for any period whatsoever. Security deposit will be returned after one month of the successful completion of the contract as certified by the competent authority of BSNL and after deducting the dues, if any, payable to the BSNL. In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL. No interest shall be paid on amounts payable to the contractor under this contract.
- 6.3. The bank guarantee furnished as security deposit should be valid for a period of not less than four year from the date of agreement. If required the period of validity can be decided by General Manager Telecom District Indore for period considered being suitable for a particular tender.
- 6.4. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the BSNL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bill of the contractor.

7. DELAY PENALTY

- 7.1. In case of delay of work by the contractor, or non performance of contract as per specification and scope of work, penalty will be imposed at the rate of 1% of the value of order per day of delay or part thereof, subject to maximum of 20% of the value of order.
- 7.2. If the work is not completed in the time on the part of the contractor, the General Manager Telecom will have the authority to get the work done by other agency at the cost of tenderer.

- 7.3. The General Manager Telecom Indore will also have the right to impose penalty and adjust the same either through security deposit or preferably by deducting it from the bills payable to the contractor

8. WORKMANSHIP

In case of poor workmanship or if the work/supply is not done in time and in view of exigency of the work/supply, if it is considered necessary to carry out the work/supply by some other means or to assign the work/supply to some other parties due to the failure on the part of the contractor, 15 days time will be given to the contractor to correct or complete the work/ supply failing which the work/supply can be got done by other means at the risk and cost of the contractor.

9. DEBARRING FROM PARTICIPATION

- 9.1. The contractor may be debarred from participating in all the future tenders of Indore Telecom District in the event of (i) failure of successful Tenderer to pay the security deposit or enter in to the prescribed agreement (ii) in the event of any breach of any terms and conditions of the contract. (iii) Failed to execute the work in specified time limit.
- 9.2. Near relatives of the officials working in BSNL are debarred from participating in the tender. The contractor in this regard must sign a declaration, in absence of which the tender will be rejected.

10. REASONABLENESS OF RATES

The rates quoted by the contractor must be unambiguous, reasonable and logical. The tender can be rejected on the basis of unreasonable and illogical rates.

11. COUNTER OFFER

The PRINCIPAL GENERAL MANAGER Telecom District, Indore reserves the right to counter offer the work to other bidders at approved L1 rates, in case L1 approved Contractor fails to execute the work as per tender terms & conditions and the contract of the approved bidder will be terminated

12. RATES SHOULD BE FIRM & VALID

The rates quoted should be firm and valid for any order that may be issued within the period of currency of the contract covering original and extended period if applicable.

13. DISPETCH OF NOTICE/ORDER

Any notice, order or other communication sought to be served on the contractor with reference to the contract shall, without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post or by telegram to the office of Tenderer at site or to the tenderer's head office, while any notice or order or communication by the tenderer to be served on BSNL with reference to contract shall be validly served if delivered by hand or through registered post to the office of Assistant General Manager (Plg), Indore Telecom District, Indore. The tenderer can be intimated through SMS & E Mail also which be valid communication.

14. ARBITRATION

- 14.1. In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided

under this agreement the same shall be referred to sole arbitration of the Chief General Manager MP Telecom circle Bhopal. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

- 14.2. There will be no objection to any such appointment that the arbitrator is 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 Government servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. The venue of the arbitration proceeding shall be the place decided by the arbitrator.

15. QUOTATION OF RATES IN FIGURE

The rate should be quoted in the enclosed sheet only. If there is any difference between the rates quoted in figures and words the rates quoted in words shall be taken as final. If there is any discrepancy between unit price and total price, unit price will prevail and total price will be corrected accordingly.

16. EXECUTION OF AGREEMENT

The successful Tenderer will have to execute an agreement on a non judicial stamp paper of Rs. 1000.00 (Rupees One thousand only), (The cost of stamp to be borne by the Tenderer) in the prescribed format to the effect that the Tenderer and Principal General Manager Telecom, District Indore are bound by terms and conditions in the agreement which in turn will be the same terms and conditions as mentioned in tender document and final negotiation if any. The agreement duly stamped is to be registered, as per provisions of the registration Act in force at the cost of tenderer.

17. ATTEMPT TO INFLUENCE BY ANY MEANS

Any attempt to negotiate directly or indirectly by the tenderer with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavors to secure interest for actual or prospective tender or any attempt to influence by any means will disqualify the Tenderer and same will be summarily rejected and action to black list the Tenderer will be taken by the competent authority.

18. WAIVING OF MINOR INFIRMITY

The General Manager Telecom, District Indore may waive any minor infirmity or nonconformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not affect the relative position of any tender.

19. SIGNING OF AGREEMENT ON BEHALF OF BSNL

- 19.1 Divisional Engineer (Plg) Indore Telecom District, Indore will sign the contract on behalf of PRINCIPAL GENERAL MANAGER Telecom, District Indore and he will represent the BSNL with reference to contract.
- 19.2 The successful Tenderer after depositing security deposit shall be required to execute an Agreement on a Non-Judicial stamp paper of Rs. 1000.00 (Rupees One thousand only), (The cost of stamp to be borne by the Tenderer) and in the prescribed Performa , hereto within 15 days from the

date of LOI. PGM TD Indore reserves the right to extend this period to do agreement, on written request within 1st 15 days expiry period, by another 15 days. In the event of failure of the tenderer to sign the Agreement within **15 days** and subsequently extended period of being called upon to do so after issue of LOI, the amount of Earnest Money and/or initial Security deposit shall stand forfeited to the BSNL and the acceptance of the tender shall be considered as revoked. Also keeping in view of work exigencies and delays participating contractor may be debarred for six month to participate in tenders of Indore. In case of MSE units registered with NSIC or with other body as specified by Ministry of Micro, Small & Medium Enterprise, claiming concessional benefits subsequently fails to sign the Agreement within **15 days** and subsequently extended period of being called upon to do so after issue of LOI, then keeping in view of work exigencies and delays participating contractor may be debarred for six month to participate in tenders of Indore.

19.3 The issue of LOI/AOW/WO shall constitute the award of contract on the bidder.

19.4 The contract/agreement shall be valid for a period of one year and will be extended suomoto or in mutual agreement on same terms and conditions in episode/steps of three months for six months with or without proportionate tender cost. The contract/agreement can further be extended to another six months in mutual agreement on same terms and conditions in episode/steps of three month depending upon the work and any other exigencies and circumstance but subject to satisfactory performance during the previous period and commitment of compliance of all related Labour Laws by the vendor. This is also subject to extension of the Performance Bank Guarantee, etc. of same amount or enhanced amount as per the discretion of BSNL. The decision of PGM TD BSNL Indore/Authority in this regard will be final and binding upon the contractor(s)/ bidder(s)

19.5. If the cost of work exceeds the total cost before one year then the tender can be terminated at any time without notice and without assigning any reason.

19.6. Payment will be released subject to availability of cash/funds and contractor having signed the “ Payment Insulation Clause” will in no way fall short of discharge of his contractual obligations satisfactorily and in accordance with laws of the land. Failure in this regard will be sufficient ground for cancellation of contract within 30 day notice.

19.7. BSNL has full right to adopt a new system and accordingly intimate a tendering process even during currency of this contract to implement the new system to meet the objectives in a better manner. Contractor agrees to abide by this clause unconditionally.

20. PERIODICITY OF AGREEMENT

The agreement will be normally for **one year** and **can be extended** on discretion of the competent authority for one year in Four/Two spells of Three/Six months

based upon satisfactory performance or work exigencies as per details in para 19.4 above. The period of agreement can be less than one year also which may be further extended on satisfactory performance. Extension will always be given on same rates and same terms and condition of the tender. Security Deposit shall be recovered from the bills for additional quantum more than agreement value.

21. RIGHT TO VARY QUANTITIES

21.1 BSNL reserves the right to increase or decrease up to **25%** of the quantity of goods/works and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract or during the period of contract and extended period of the contract.

21.2.1 The new tender is to be called timely by the DE(Plg), O/o PGM TD Indore and finalized timely.

21.2.2 Under any exigencies in finalizing tender or otherwise BSNL also reserves the right for placement of additional order of 25% over and above para 21.1 above (i.e. up to **50%** of tender cost)of the additional quantities of goods/works and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO/LOI in the tender or during the period of contract and extended period of the contract mutually agreed at the same rate or a rate negotiated (downwardly) with the existing venders and compliance of related statutory laws by the vendor considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and work to be performed within work execution period scheduled afresh.

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

21.4 The quantity variation as per clause 21.1, 21.2.2 and 21.3 can be with or without increase in proportionate time period.

21. INCLUSION OF TAX IN QUOTED RATES

The quoted price must include all taxes/levies of central/State Govt. but exclusive of GST which will be paid extra as applicable from time to time.

22. PAYMENT BY CHEQUE ONLY

The contractor shall submit all bills in triplicate on serially machine numbered printed forms only, to the officer concerned along with an advance stamped receipt for processing for payment. Necessary deductions towards income tax/WCT and surcharge and any other tax levied by state / central Government /Local administration shall be made from the bills at the time of payment as per rules in existence at that time.

Invoice clearly indicating the break-up details of composite rights i.e. basic, GST etc.

The contractor shall submit the GST registration number in the bill.

RTGS/Account payee cheque for amount passed in the bill will be issued only after the contractor gives a stamped receipt for the amount unless the bills are pre-receipted. Payment will be made only by account payee cheque drawn or the branch of the state Bank of India or Reserve Bank of India where BSNL is authorized to draw.

23. DEDUCTION OF TAX ON SOURCE

Income Tax and Commercial Tax from the bill which has been passed will be deducted as tax at source under relevant Government Rules. However if any new legislation comes into the effect for deduction of tax at source, the deduction will be made under that legislation. Necessary income tax deduction certificate will be issued by the accounts officer dealing the amount so deducted as tax at source at the time of payment of each bill.

24. RECOVERY OF OVER PAYMENT

During audit or internal check if any over payment is noticed, the same can be recovered from the contractor.

25. SET OFF

Any sum of money due and payable to the contractor (including security deposit) under this contract may be appropriated by the BSNL and set off against any claim of the BSNL for the payment of a sum of money arising out of or under any other contract made by the contractor with the BSNL against any dues of the BSNL.

26. VALIDITY OF CORRESPONDANCE

All the correspondence between the contractor and the BSNL will be valid only if these are duly signed, stamped and acknowledged or in the manner mentioned else where in the document.

27. SUBMISSION OF BIDS

27.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 8 of Section- iv i.e. DNIT.

27.2 The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 5 in which case all rights and

obligations of the BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

- 27.3 The bidder shall submit its bid offer against a set of bid documents purchased/downloaded by him for all or some of the systems/ equipment as per requirement of the Bid Documents.

28. SEALING AND MARKING OF BIDS

28.1 The bid should be submitted as per Clause 2 of tender information.

28.1.1 The bids may be called under Single Stage Bidding & Two Envelope Electronic System. The details of sealing & marking of bids in each case is given below:

28.1.2 N.A. (Not Applicable)

28.1.3 **In Single stage bidding & two envelopes Electronic system,**

The bidder shall submit his bid in two envelopes through E-Tender;

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 3 with Bid Security as per Clause 7. Second envelope will be named as Financial bid containing Schedules of rates as per Section XIII.

28. LATE BID

Tender will not be received after the specified date and time of closing of the tender and the same shall be rejected and will be returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

29. BID OPENING AND EVALUATION:

29 OPENING OF BIDS BY THE BSNL :

29.1 The BSNL shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 9 of D NIT(Section-iv) on due date & Time.

The BSNL shall open the bids in the presence of bidders or his authorized representatives who choose to attend on due date. The bidder's representative who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in **section - XI**).

29.2. A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

29.3 Name of envelopes to be opened & information to be read out by bid opening committee.

(i) The bids will be opened in two stages i.e. 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.

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

(ii) The following information should be read out at the time of

Techno-commercial bid opening:-

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

(iii) 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

29.4 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.

30. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The BSNL reserves the right to accept or reject one, more than one or all the tenders in part or wholly without assigning any reason. He also reserves the right to terminate the contract at any time giving one month's notice in writing without assigning any reason. Tender can be short closed before due time by BSNL due to any technology change/administrative or business reason/umbrella contract finalized and implemented by higher authority or office without any kind of claim by contractor.

31. ISSUE OF WORK ORDER

Work order will be issued by the DE (BSS) through ERP for which the concerned SDE/SDO/AO should prepare the draft work order and submit to DE (BSS) in the last week of the month for the work to be done in the subsequent month. Any delay in issue of work order will be the sole responsibility of the officers to suppose to submit the work order. Work order issue after observing all BSNL formalities and the various conditions of the tender.

32. ROUTING OF BILLS

32.1. Bills must be routed through concern SDE,&DE through ERP. GMTD Indore can change the procedure for processing of invoices to improve the system efficiency any time during extension of the contract agreement.

32.2. Bill should be produced on 15th of next month after the completion of the works of current month.

32.3. The following **documents should be submitted along with bills:**

- a. Satisfactory report of work.
- b. Challan copies of depositing the EPF & ESI.
- c. Paid copy of GST.
- d. Declaration "I am following the rules & condition of the EPF Act, 1952, ESI Scheme & Other labour law applicable from time to time".
- e. GST registration no. may be mentioned on bill & claim for GST may be supported with copy of paid challan & certificate.
- f. Submit the required information's.

32.4 The tenders will have to study their network and in such a way that tender limits are not exceeded over the currency of the contract.

- **Payment will be released subject to availability of cash/funds. Payment of wages may not be linked with bills payment.**

33. General policy of distribution

Distribution of Quantity

The bidders for placement of order will be selected from the list of Technically & Commercially responsive bidders arranged in increasing order of their evaluated prices starting from lowest.

Distribution of quantity for the qualified selected bidder shall be as per ratios given below.

Table 1(A)

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

(i) In case of single bidder 100% quantity will be given to bidder.

(ii) In case of two bidders qualified have same rates then 50% Quantity will be allotted to each bidders.

34. Mandatory Requirements : Bidder & his supervisor must be equipped with (i) BSNL Mobile phone, (ii) Identity card.

SECTION VIII Part-A **E-tendering Instructions to Bidders**

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

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

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP PortalHelpdesk.
- 3)

BSNL Contact-1	
BSNL's Contact Person	S N Patidar DE (Plg), O/o GMTD, INDORE
Telephone/ Mobile	07312715644/ 9425085004 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	bsnlagmadmn@gmail.com

BSNL Contact-II	
BSNL's Contact Person	Mr. Neeraj Raikwar SDE(MM-I) O/o GMTD, Indore
Telephone/ Mobile	07312713921 / 9425919704 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	sdeplggmtd@gmail.com

SECTION-IX**GENERAL TERMS & CONDITIONS (FOR WORK ITEMS)****PART-II****1. DEFINITIONS****1.1. ENGINEER-IN-CHARGE**

The Divisional Engineer of BSNL who supervised the work shall be in charge of the work at any time.

1.2. SITE ENGINEER

Sub Divisional Engineer or Sub Divisional Officer or Junior Telecom Officer who may be placed by the Engineer-in-charge as in charge of the work at site at any particular period of time.

2. ARRANGING OF TENTS, TOOLS BY CONTRACTOR

The contractor will use his own tents, tools, ropes and testing instruments etc. in carrying out the job.

3. ISSUE OF WORK ORDER

The work is to be carried out in accordance with the work schedule assigned by Engineer in charge or by site engineer without causing any delay. Work order will be issued by Engineer in charge or by an officer authorized by him through ERP.

4. ISSUE OF NOTICES

BSNLs representative at work site shall be the site engineer or such other representative as the Engineer-in-charge may from time to time designate in writing. Notice given in writing by the contractor or by his representative to the site engineer shall be deemed to be notice given to the BSNL. Notice given in writing by the site Engineer to contractor or his representative shall be deemed to be the notice given by the BSNL to the contractor.

5. REPRESENTATIVE OF CONTRACTOR

The contractor shall have at each site a Superintendent, being authorized to represent the contractor. The contractor shall within ten days after execution of the agreement notify the BSNL the names and addresses, Phone No of the Superintendent along with the specimen signatures who will be representative of contractor.

6. JUGDE OF THE QUALITY OF WORK

The Engineer-in-charge shall be the final judge of the quality of work.

7. WORKMANSHIP

In addition to any and all other guarantee and warrantee mentioned in the contract, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish and in conformity in all respects with the specifications and directions. The contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may develop any defects due to bad workmanship or otherwise due to the fault of the contractor within a period of one month after the written final acceptance of the work by the BSNL.

Signature of Tenderer

8. COMPREHENSIVE INSURANCE BY CONTRACTOR

The contractor must keep comprehensive insurance including third party risk for the plant, machinery, and material etc, brought to the site and for all the work during execution. The contractor shall also take out workmen compensation insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and charges and expenses that may arise in the course of execution of the contract.

9. OBSERVATION OF RULES & REGULATIONS

During the performance of works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by laws, rules, regulations, order or provisions made or promulgated or deemed to be made or promulgated by any government, governmental agency or BSNL, Municipal board, government or other regulatory body of persons.

10. PAYMENT OF WAGES BY CONTRACTOR

The contractor shall comply with all provisions of the 'payment of wages Act 1936', minimum wages Act 1948, Employees liability Act 1938, Workmen compensation Act 1923, Industrial, Disputes Act 1947, Maternity benefit Act 1961 and the Contractor Labour (Regulation and abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor shall indemnify BSNL against payments to be made for the observance of the laws aforesaid.

11. LABOUR LICENCE (If applicable)

- 11.1. Subject to provisions of contract labor (R & A) Act 1970 and contract labour Rules 1971 as amended time to time, contractor shall register himself after receipt of letter of acceptance of the tender with concerned licensing authority as per contract labour (R & A) Act 1970 and contract labour rules 1971 as amended from time to time as applicable, and shall commence the actual work only after receipt of license from concerned licensing authority and continue to have valid license until completion of work.
- 11.2. The contractor has to submit attested copy of labour license issued to him wherever applicable as per labour laws.

12. DISMISSAL OF INCOMPETENT OR MISCONDUCT PERSON

The Engineer-in-charge may require the contractor to dismiss or remove from the site of work any person or persons employed by the contractor who may be incompetent or misconduct and contractor shall forthwith comply with such requirements.

13. OBLIGATION OF THE ENGINEER INCHARGE

The obligations of the Engineer-in-charge or his authorized representative of the BSNL towards the contractors are generalized as under:

- a. To provide permits of right of user easements within fifteen days of the issue of work order.
- b. To supply instructions in writing to commence carry out and completes the work as per time schedule or extended time schedule when the occasion warrants.
- c. To measure the work done and other work connected thereof.

Signature of Tenderer

14. REPAIR OF DAMAGES (PENALTY)

Any damage incurred during preparation for and the contractor shall promptly repair actual performance of works without cost to the BSNL. If the contractor fails to repair the damage promptly then if the BSNL needed may get it repaired through other agency at the cost of contractor. In addition to this the BSNL may impose a penalty up to 10% of the value of work order.

15. REVISION OR MODIFICATION OF ENGINEER INCHARGE

It will be at the discretion of the Engineer-in-charge to revise or modify or extend the time limits specified for the work awarded to the contractor.

16. RESPONSIBILITY OF TRANSPORTATION

The contractor shall be responsible for the transportation and safe custody of all materials supplied to him by the BSNL.

17. NON ENTITELMENT OF INCIDENTAL CHARGES

The contractor shall not be entitled to cartage and incidental charges and shall make his own arrangement at his own cost for the storage at site and transportation of all such material to actual work spot and for returning the surplus and unused material to the designated place after completion or termination/determination of contracted work.

18. MATERIAL SUPPLIED SHALL REMAIN ABSOLUTE PROPERTY OF BSNL

All materials supplied to the contractor by the BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by Engineer-in-charge. In case, the material and accessories are taken by the contractor and stored at other site office/store of the contractor, such office/store will also be treated as 'site' for this purpose of this clause.

19. MEASURMENT BOOK

A measurement book wherever necessary will be issued by the Engineer-in-charge and will be kept with the site engineer in charge of work. The site engineer shall take or cause to be taken the requisite measurement of work. The measurement taken shall be recorded in appropriate page of measurement book with the relevant details of work. The site engineer and contractor will certify under their signatures at appropriate places in the measurement book that the work for which measurements are taken and recorded are done in accordance with the construction and specification of work. The Engineer-in-charge before passing the bill covered by each set of measurement will carry out test check wherever necessary and bill will be passed only when he is satisfied of the correctness of entries in the measurement books with

Signature of Tenderer

other aspect of work as per terms and conditions. The contractor shall provide at his own cost all necessary arrangements for taking such measurements and test checks.

20. PHOTO IDENTITY TO THE STAFF OF CONTRACTOR

- 20.1. The contractor has to provide the Photo Identity Cards to the staff employed by him/them for carrying out the work.
- 20.2. The contractor has to submit the list of the staff employed by him/them to the Engineer in charge. Any change in the staff should be intimated to the Engineer in charge immediately.

21. INTIMATION OF PROGRESS OF WORK

The contractor will have to make the arrangements for intimating the progress of the works awarded. The contractor has also to make the arrangement for obtaining the work orders and instructions from the in-charge of the work. The contractor will intimate the telephone number and address on which he/they or their representative can be contacted so that any important maOA ge or instructions can be passed on without fail.

22. O.A. OF MATERIAL SUPPLIED BY THE CONTRACTOR

All the material, which is to be supplied by the contractor for execution of works, must be got cleared by local QA committee of the BSNL.

23. PAYMENT OF MINIMUM WAGES

The contractor has to ensure the payment of minimum wages to each of the Labour deployed. In case of any complaint regarding the same, amount will be deducted from bills/security deposit of the contractor.

24. PROVISION OF EPF

The bidder must comply with the Provisions of EPF & Misc. Provisions Act, 1952 and employees Provident fund Scheme 1952, in respect of labourers/employees engaged by the bidder for carrying out works. The claim bill of contractor must accompany.

- (i) The list showing the details of labourers/ employees engaged.
- (ii) Duration of their engagement.
- (iii) The amount of wages paid to such labours/ employees for the duration in question.
- (iv) Amount of EPF contributions(both employer's & employees contribution), paid to the EPF Authorities.
- (v) Copies of Authenticated documents paid to EPF Authorities.
- (vi) A declaration from the bidder regarding compliance of the conditions of EPF Act 1952 must be submitted alongwith the bid.

Non-compliance of above provision will be treated as breach of contract and necessary action against the bidder will be taken.

- (vii) Provision of ESI.

25. GST Registration

Signature of Tenderer

The contractor has to submit the registration of the GST Otherwise no bill will be initiated for payment till the submission of GST registration.

Signature of Tenderer

SECTION-X**SPECIFICATION AND SCOPE OF WORK**

1. These conditions will supplement the general condition of the tender document and whenever there is a conflict, the provision herein will prevail over those in general conditions.
2. The contractor has to execute the work as per work specification and as per the instruction of engineer in charge.
3. Sub Contractor are not allowed.
4. In case of delay of work by the contractor, or non performance of contract as per specification and scope of work, penalty will be imposed at the rate of 1% of the value of order per day of delay or part thereof, subject to maximum of 20% of the value of order.
5. **Evaluation criteria:** Evaluation of tender will be done on lowest total cost basis. The rate quoted by the bidder for Rigger and helper below minimum wage rate of Chief labour commissioner (CLC New Delhi) will not be accepted and bid will be rejected.
6. The recovered material is to be deposited under proper receipt at store as per direction of I/C SDE.
7. The vendor should have trained manpower who have experience of climbing on high-towers and working their. Suitable safety arrangements devise bolts etc must be provided by the vendor to tem. The insurance of each worker must be their as per rule.
8. **Work particulars**
Following work activities to be performed as per engineering specifications and as per instructions of Engineer Incharge
 1. Optimization of all types of wireless networks
 2. VSWR measurement & correction
 3. Addition/Removal of RF (Feeder) Cable at any tower
 4. Rectification of Mini Link/Radio Modem faults
 5. Replacement of faulty aviation light
 6. Installation of EMF Sign Boards at site
 7. Cleaning of BTS racks & other Infra on routine basis and all other work included as per instruction of in charge, and transportation from store to site and vice-versa.
9. **OPTIMIZATION OF ALL TYPES OF WIRELESS NETWORKs**
 - 1.1 Re-orientation of antenna at existing BTS Sites at the time of new site radiation & re-planning of antenna orientation as per traffic demand & newly constructed building obstructions.
 - 1.2 "Azimuth" and "Tilt" of Existing/New antenna will be changed or restored (in case of disturbance due to wind pressure) on need basis.
 - 1.3 "Height" of Existing/New Antenna will be changed on need basis. This means up & down movement of Antenna will be done.

Signature of Tenderer

10 VSWR MEASUREMENT & CORRECTION

- 1.1 Correction of VSWR to be done and proper weather proofing to be done to avoid fault repetition. VSWR corrective action includes tracing of VSWR fault with the help of site master, RF connector cleaning/making, changing faulty RF jumper and cleaning of whole RF cable in case of rain water reaches inside it. Weather proofing material to be supply by vendor without any additional cost.
- 1.2 Standard weather proofing material is to be provided and applied by the contractor at the time of VSWR correction.
- 1.3 VSWR of corrected sector to be measured with Site Master & to be confirmed with OMCR Staff. Ideal value of VSWR is less than 1.3.
- 1.4 For the measurement of VSWR, Site Master Tool is to be arranged by the contractor.
- 1.5 Repeated VSWR fault of the same Sector/Antenna will not be treated as a new fault for the duration of 1 year from VSWR correction date.
- 1.6 For this purpose faulty connectors, Surge arrestor, jumpers (2 to 3 meters) and weather proofing are to be provided by the contractor if needed

11 RECTIFICATION OF MINI LINK/RADIO MODEM FAULTS

- 1.1 Replacement of faulty flexible coaxial cable or Cat5e cable between BTS & Antenna as & when required to rectify the fault.
- 1.2 Laying of flexible coaxial cable or Cat5e cable in case of theft or need basis.
- 1.3 Alignment of antenna for line of site matching.

12 REPLACEMENT OF FAULTY AVIATION LIGHT

- 1.1 Replacement of faulty Aviation lamp by providing new LED aviation lamp (automatically works on 48V DC Supply).
- 1.2 Supply and installation of standard LED aviation lamp in case of theft or need basis.
- 1.3 Supply and installation of two core armored Power supply cable.

13 INSTALLATION OF EMF SIGN BOARDS AT SITE

- 1.1 Installation of EMF sign boards at BTS site.

14 CLEANINNG OF BTS RACKS & OTHER INFRA ON ROUTINE BASIS

- 1.1 Due to heavy dust, temperature of TRXs/TRDUs of BTS Racks increases and signal strength & hardware efficiency degrade.
- 1.2 Cleaning of all types of BTS racks & infrastructure need to be carried out on routine basis.

15 REPLACEMENT OF 2G, 3G, 4G AND MINI LINK (ODU DOME) ANTENNA

- 1.1 Replacement of space Diversity Antenna with phase Diversity Antenna (along with fixture).
- 1.2 Replacement of faulty Antenna (2G, 3G, 4G, Mini Link and Radio Modem) with the same or different type of antenna.
- 1.3 Replacement of 65Degree antenna with 33Degree Highway antenna and vice versa.

Signature of Tenderer

- 1.4 This process of antenna replacement includes Hosting & dehosting of antenna along with fixture/mount if needed. Weather proofing is also included in this process. After replacement of Antenna the VSWR for each sector should not be disturbed. Necessary tools & testers should be arranged by contractor.
- 16 ADDITION/REMOVAL OF 2G, 3G, 4G AND MINI LINK (ODU DOME) ANTENNA ALONG WITH FIXTURE/MOUNT**
- 1.1 Replacement of space Diversity Antenna with phase Diversity Antenna (along with fixture).
- 17 ADDITION/REMOVAL OF RF (FEEDER) CABLE AT ANY TOWER**
- 1.1 Replacement of faulty RF (Feeder) cable between BTS & Antenna as & when required to rectify the fault.
- 1.2 Laying of new RF cable in case of theft or need basis & removal of damaged RF cable.
- 1.3 Replacement/laying of RF (feeder) cable includes connectors making, termination of RF cable between Antenna & BTS and weather proofing at all required joints.
- 1.4 For this purpose connectors, Surge arrestor, jumpers (2 to 3 meters) and weather proofing are to be provided by the contractor if needed.
- 18 REMOVING OF OBSTACLES FROM TOWER WHICH AFFECTS MAINTENANCE/ FAULT RECTIFICATION WORK FROM ANY TYPE OF TOWER**
- 1.1 Removing Honeycomb from tower.
- 1.2 Removing eagle, crow and other birds nest from tower.
- 19 SUPPLY OF RF RELATED MATERIAL(only required when not available in store and emergency condition after approval of competent authority)**
- 1.1 Supply of different RF material for the replacement of faulty RF related accessories like RF connector, RF jumper & surge arrestor. (only required when not available in store and emergency condition after approval of competent authority)
- 1.2 Supply of 7/8" Male-Female RF Cable connector as per need.
- 1.3 Supply of 1/2" RF feeder Cable connector having 7/8" Male-Female socket.
- 1.4 Supply of 1/2" RF jumper of different lengths.
- 1.5 Supply of 7/8" RF surge arrestor of different types.
- 1.6 Supply of Standard weather proofing kit.
- 1.7 Supply of standard LED Aviation lamp (auto On/Off & works on 48V DC Supply).
- 1.8 Supply of 2core armored cable for aviation lamp.
- 20 Requirement for the Contractor to be follow for the execution of above works:**
1. Provided riggers must be expert in tower related works as per norms/standard of BSNL which will be decided by Officer Incharge of BSS Unit.
 2. Safety belts & other safety tools/equipments must be provided to the riggers by contractor.
 3. Contractor must provide site master for VSWR measurement & VSWR fault locating on regular basis.

Signature of Tenderer

4. Contractor must provide blower and other cleaning material for cleaning BTS equipments.
5. Other tools and tester related to above works like rope, pulley, spanner etc. must be provided by contractor.
6. Supplied material must follow the norms & standard of telecom, supply material only after approval of GM and when not available in store and emergency condition.
7. All the riggers should be licensee for the job under the contract labour (R&A) act 1970 and contract labour (Regulation & Abolition) central rules 1971, before commencement of the work and continue to have a valid license until completion of work.

21. All Necessary tools & testers are to be arranged by contractor.

22. Faults must be removed within 24 hours failing which penalty will be imposed.

23 This unit at present maintaining following RF related infrastructure of BTS sites in Indore OA :

Details	2G BTS Sites (Including Micro BTS)	3G/4G BTS Sites (Including Micro BTS & extended 4th Sectors)	CDMA BTS (Including Micro BTS)	WiMAX BTS
No. of Sites	209	136	NIL	NIL
Total No. of Sectors	637	403	NIL	NIL
Total No. of BTS site location in Indore OA	215			
Total No. of Mini Links	37			
Total No. of Radio Modems	5			
Total no. of GBT (40M to 100M)	70			
Total no. of MARR (15M to 21M)	5			
Total no. of RTT (9M to 21M)	84			
Total no. of Poles (6M to 9M)	47			
Total no. of Wall Mounted antenna site	9			

As per Phase-VII planning more 2G & 3G/4G BTS sites (Approximately 70 Sites) are to be added in the network. So, it will also be covered under this RF maintenance work.

Note:- quantity may be changed as requirement:

Scope of Wimax Maintenance Work

Work Involved

- Fault booked by subscriber on Tc no 2516888
- First of all , Segregate fault like BTS fault / CPE fault

Signature of Tenderer

- BTS fault attended by BSS team with the help of Jaipur NOC, although no spare cards available and no vendor available for repairing of Faulty BTS cards.
- CPE Fault attended by local Vendor , by visiting subscriber premises.
- Local Vendor Attending Subscriber complaint by its own vehicle as connections are widely spreading in all direction in the range of 10 to 20 KMs.
- Knowledge of Computer operation and networking required , and Laptop required to check CPE connectivity.
- Contact Jaipur NOC for trouble shooting of fault
- CPE/Antenna fixed on rooftop , reorientation required many times to improve signal strength . Commissioning of CPE also required.
- For New connection , Installation work of outdoor CPE /Antenna at subs premises rooftop, Installation of Pole, Clamping of pole , routine of CAT 6 cable from rooftop to subscriber device (computer)
- Recollection of CPE from subs premises when under nonpayment/closed.
- Average 8-10 Complaints received, required visit to subs premises.
- At present approx 50 connections are working as on date, to be verified from AO TRA.
- LIC is our Big customer with 10 wimax connections, Paying Annually @340000/ yearly required immediate attention.
- Total Billing Approximately 4-5 Lacs yearly to be verified from AO TRA.
- Total 3 (three) WIMAX BTSs are working in Indore city
 1. Meghdoot Park BTS
 2. Microwave tower BTS
 3. Rau BTS

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

BID DOCUMENT

(E - FINANCIAL)

E-TENDER FOR
RF MAINTENANCE & RF OPTIMIZATION WORK OF BTS SITES
And Rigger Supply IN
INDORE OA



**Tender No. GMBA/INDORE/T-1270/RF MTCE/2022-23/06 Date of
Issue 17/11/2022**

**OFFICE OF THE GENERAL MANAGER TELECOM
OLD CTO COMPOUND RESIDENCY AREA INDORE-452001**

Signature of Tenderer

SECTION-XI
SCHEDULE OF REQUIREMENT & STANDARD SCHEDULE OF RATES
INDORE OA

S. No.	Work Particulars	unit	Approximate Quantity	Tender SOR Rate per Unit	Tender Cost
1	Providing One expert Rigger for Tower & RF related works on routine basis for the execution of following works:	per month	24	19458	466992
	1.Optimization of all types of wireless networks				
	2.VSWR measurement & correction				
	3.Addition/Removal of RF (Feeder) Cable at any tower				
	4.Rectification of Mini Link/Radio Modem/SM Module/RF Module faults				
	5.Replacement of faulty aviation light				
	6.Installation of EMF Sign Boards at site				
	7.Cleaning of BTS racks & other Infra on routine basis and all other work included as per instruction of in charge.				
	8. Replacement of SM modue and RF Module at tower				
	9.Replacement of Mini Link (ODU Dome up to 0.6M Dia) At RTT and Pole & Wall Mount				
2	Providing Helper to assist Rigger in their work	per month	24	17216	413184
3	Replacement of 2G, 3G,4G and Mini Link (ODU Dome Dia 1.2 M and More) Antenna along with fixture/mount if needed				
3.1	At GBT (40 M to 100 M) including MARR tower	No	20	2754	55080
4	Addition/Removal of 2G, 3G,4G and Mini Link (ODU Dome Dia 1.2 M and More) Antenna along with fixture/mount if needed				
4.1	De-hosting of Antenna along with fixture/mount				
4.1.1	At GBT (40 M to 100 M) including MARR tower	No	20	1377	27540
4.2	Hosting of Antenna along with fixture/mount				
4.2.1	At GBT (40 M to 100 M) including MARR tower	No	20	1377	27540
5	Removal of obstacles from tower which affects maintenance/fault rectification work from any type of tower				
5.1	Removal of Honeycomb from tower	No	10	550.8	5508
5.2	Removal of eagle, crow and other birds nest from tower	No	10	550.8	5508

Signature of Tenderer

RF MTCE-1171

6	Supply of RF related material for the replacement of faulty H/W (only required when not available in store and emergency condition after approval of competent authority)				
6.1	Supply of 7/8" Male-Female RF Cable connector as per need	No	30	596.7	17901
6.2	Supply of 1/2" RF feeder Cable connector having 7/8" Male-Female socket	No	30	367.2	11016
6.3	Supply of 1/2" RF feeder jumper having 7/8" male connectors at both ends of 2Meter length	No	30	642.6	19278
6.4	Supply of 1/2" RF feeder jumper having 7/8" male connectors at both ends of 3Meter length	No	30	734.4	22032
6.5	Supply of 7/8" RF surge arrestor of both the female socket ends or having one male & other female socket end as per need	No	30	550.8	16524
6.6	Supply of standard weather proofing kit	No	50	137.7	6885
6.7	Supply of LED Aviation lamp operated on 48V DC supply with auto on/off feature	No	50	3213	160650
6.8	Supply of 2core armored cable for aviation lamp	Meters	200	50.49	10098
	Total Tender Cost				1265736

Signature of Tenderer

SECTION-XII

Financial Bid

(To be submitted In Electronic Form only)

To

The General Manager Telecom District Indore

Subject : Our E Financial Bid for RF MAINTENANCE & RF OPTIMIZATION WORK OF BTS SITES and Rigger Supply IN INDORE OA .

Ref : NIT no GMBA/INDORE/T-1270/RF MTCE/2022-23/06

Date of Issue 17/11/2022

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein specifications of work etc. we the under signed offer to execute the **Break down Restoration and Preventive Maintenance of OFC network of INDORE BA .** in conformity with the said specifications and conditions of contract at the percentage (Below/at par/above) on standard schedule rates quoted as under :

BELOW **In figures%**
In wordspercent

OR

AT PAR **In figures%**
In wordspercent

OR

ABOVE **In figures..... %**
In words percent

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 180 days from the date of opening financial bid and it shall remain biding upon us and may be accepted at any time before expiry of that period.

(Note- 1.The bidder shall give the total composite price inclusive of all levies & taxes but exclusive of GST, GST will be paid extra as applicable from time to time.)

Dated / /2022

Signature of the tenderer.....

Name of the Tenderer

Signature of Tenderer