

**BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)**

Tender No. MM/BN/IE/T-807/2024 issued on 06.09.2024

***Request for Proposal (RFP)
for Selection of Independent Engineer (IE)
for Amended BharatNet Program***

Bharat Sanchar Nigam Limited

Regd. & Corporate Office:

Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi -110 001.

Corporate Identity Number (CIN): U74899DL2000GOI107739.

Web: www.bsnl.co.in



MMT Section, 2nd floor, Bharat Sanchar Bhawan, Janpath, New Delhi - 110 001

From:

AGM (MMT)
2nd Floor, MMT Section,
Bharat Sanchar Bhawan, HCM Lane, Janpath,
New Delhi- 110001.

To:

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**SUBJECT: TENDER DOCUMENT by BSNL on behalf of USOF, DoT for Selection of Independent Engineer (IE) for Amended BharatNet Program
Tender Enquiry No.: MM/BN/IE/T-807/2024 issued on 06.09.2024**

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

Contents	
SECTION 1	5
Detailed Notice Inviting E-Tender (DNIT)	5
SECTION 2	13
Tender Information	13
SECTION 3 PART A	15
Scope of Work	15
SECTION 3 PART B	23
Detailed Technical Requirement (DTR)	23
SECTION 3 PART C	24
Schedule of Requirement (SOR)	24
SECTION 4 PART A	25
General Instructions to Bidders (GIB)	25
Appendix – I to Section 4 Part A	38
SECTION 4 PART B	44
Special Instructions to Bidders	44
SECTION 4 PART C	51
Special Instructions to Bidders for e-Tendering	51
SECTION 5 PART A	54
General (Commercial) Conditions of Contract (GCC)	54
SECTION 5 PART B	63
Special (Commercial) Conditions of Contract	63
SECTION 6	74
Undertaking & Declaration	74
SECTION 6 PART A	74

SECTION 6 PART B.....	75
SECTION 6 PART C	76
SECTION 6 PART D	77
SECTION 7	78
Proformas	78
SECTION 7 PART A (i)	78
SECTION 7 PART A (ii)	80
SECTION 7 PART B (i)	82
SECTION 7 PART B (ii)	84
SECTION 7 PART C	86
SECTION 7 PART D	87
SECTION 7 PART E.....	91
SECTION 7 PART F.....	92
SECTION 7 PART G	96
SECTION 7 PART H	97
SECTION 7 PART I.....	98
SECTION 7 PART J	99
SECTION 7 PART K.....	100
SECTION 7 PART L.....	103
SECTION 7 PART M	107
SECTION 7 PART N	109
SECTION 7 PART O	110
SECTION 7 PART P (i)	114
SECTION 7 PART P (ii)	116
SECTION 7 PART Q	118
SECTION 7 PART R	119
SECTION 7 PART S.....	122
SECTION 8	123
Bidder's profile & Questionnaire.	123
SECTION 9	125
SECTION 9 Part A	125
Bid Form.....	125
SECTION 9 Part B	126
Price Schedule	126
SECTION 10	130
List of Document	130

If interested, kindly submit your offers through online bids via the E-Tendering Process specified at the portal [<https://etenders.gov.in/eprocure/app>] under the heading 'Special Instructions to Bidders for E-Tendering' before end date/time as specified in clause 18 of Section-1.

AGM (MMT)

Phone Number - (Off) 011-2371 7844

E-Mail: mohammad@bsnl.co.in

SECTION 1

Detailed Notice Inviting E-Tender (DNIT)

Purpose:

1. On behalf of USOF (Department of Telecommunication, Government of India), the Chairman and Managing Director, BSNL, New Delhi invites online sealed tenders, on rupee payment basis, in two bid (Technical & Financial) system, for Selection of Independent Engineer (IE) agency for Amended BharatNet Program in the Packages/ Circles as detailed below (Table-A):

Table A

Package S. No.	State(s)/ UT in the package	ABP Package No.	No. of Blocks	No. of GPs	Existing incremental RKM (laid)	Estimated RKM (to be laid)	Bid Security (INR)
Column-1	Column-2	Column-3	Column-4	Column-5	Column-6	Column-7	Column-8
1	Rajasthan	2	352	11,352	27,875	57,543	2 Crore
	HP	8	80	3,615	713	20,115	
	Haryana	10	142	6,256	10,819	18,023	
	Punjab	12	151	13,337	22,239	15,421	
	1. J&K 2. Ladakh	13	318	4,492	782	13,308	
	SUB TOTAL (Pkg-1)			1,043	39,052	62,428	
2	1. Madhya Pradesh 2. DNH & DD	1	316	22,896	61,917	65,648	2 Crore
	Uttarakhand	5	95	7,937	3,845	26,699	
	UP(W)	6	240	16,218	26,332	26,264	
	SUB TOTAL (Pkg-2)			651	47,051	92,094	
3	1. Karnataka, 2. Goa, 3. Puducherry	4	245	6,391	13,013	51,504	2 Crore
	NER-I (1. Mizoram, 2. Tripura, 3. Meghalaya)	11	130	3,817	1,398	15,623	
	Assam	14	229	2,665	4,435	12,324	
	NER-II (1. Arunachal Pradesh, 2. Nagaland, 3. Manipur)	15	258	5,902	733	12,190	
	Kerala	16	152	978	754	8,500	
	SUB TOTAL (Pkg-3)			1,014	19,753	20,333	
4	UP(E)	3	587	43,072	70,722	56,343	2 Crore
	Bihar	7	534	8,405	24,946	22,664	
	1. West Bengal 2. A&N	9	353	3,412	10,846	18,825	
	SUB TOTAL (Pkg-4)			1,474	54,889	1,06,514	

Note:

- (1) A bidder may submit bid(s) in any number of packages. Bidder shall submit all the bid documents separately in each e-tender on tendering portal against each package. The bidder shall submit the Bid Security equal to sum total of Package wise Bid security amount (as per Table-A above) for the participated packages.
- (2) Any successful bidder shall be awarded maximum two (2) packages.

2. Sale of Tender Document:

- 2.1 As this Tender Document shall be following the e-tendering Process, the Bidders may download the detailed Tender from the Tender section of **BSNL Web site <http://bsnl.co.in>** from **06.09.2024**. The same Tender will be made available for downloading from e-tender portal CPPP **<https://etenders.gov.in>** from **12.09.2024**. The tender document shall not be available for download after closing time.
- 2.2 Bidders are advised to keep themselves updated from Tender section of **BSNL Web site <http://bsnl.co.in>** & the Central Public Procurement portal (**<https://etenders.gov.in>**) by NIC, till

the date of opening of Tender for any amendment /clarification/corrigendum and the bids are to be submitted online on Central Public Procurement Portal.

- 2.3 The bidders are required to submit Tender fee of **₹ 10,000 plus 18% GST, (Total of ₹11,800)** preferably through online payment mode [RTGS/NEFT etc.] in BSNL A/c as per the below mentioned Bank/Beneficiary Details under intimation to this office.

The Tender Fee can also be submitted through DD/ Banker's cheque (NOT APPLICABLE FOR E-PAYMENT MODE). The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash), BSNL, C.O. New Delhi" and payable at "New Delhi". In case, the bidder submits Demand draft as Tender Fee/bid Security, the Name of the bidder shall be mentioned in the DD/Bankers Cheque issued by Nationalized / Scheduled bank.

BSNL Bank/Beneficiary Details for e-Payment transaction (Applicable for both Tender Fee/EMD): -

Beneficiary name : AO (Cash) Bharat Sanchar Nigam Ltd
Name of the Bank : Punjab National Bank
Bank Branch : ECE house, K.G. Marg, New Delhi-110001
IFSC Code : PUNB0112000
Bank Account No : 1120002102306372
MICR Code : 110024043
Swift Code : PUNBINBBDCG

The tender fee is non-refundable.

- 2.4 In case of consortium, the Bid security shall be payable by lead member only.

3. E-Tendering Process:

BSNL on behalf of USOF, DoT has decided to use the e-Tendering Process for inviting proposals for this Tender and thus, the physical proposals under this Tenders will not be accepted. The special instructions to Bidders for e-Tendering is provided in Section 4 Part C of this Tender.

4. Eligibility Criteria:

- 4.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

- a) The Bidder shall be a single entity or a group of entities (the "**Consortium**"), coming together to implement the project. However, any Bidder applying individually or as a member of a Consortium, as the case may be, for a package, cannot be member of another Consortium applying for the same Package. The term Bidder used herein and, in this RFP, would apply to both a single entity and a Consortium. In case of consortium bids, there shall be a lead bidder who shall put in bid on behalf of consortium and lead bidder shall be responsible for meeting all the tender terms and conditions and obligations , while the consortium partner shall also be responsible for meeting all tender terms and conditions for its deliverables .
- b) In case of Consortium, the number of members including Lead member can be maximum three.

- 4.2 The bidder shall meet the following eligibility criteria:

S. No.	Eligibility Criteria	Documents to be submitted
1	The Sole Bidder or each of the Consortium members shall be registered under Indian Companies Act, 1956/ 2013 or Limited Liability Partnership Act, 2008 or as amended; with at least 3 years of	(i) The Bidder or each of the consortium members shall submit: <ul style="list-style-type: none"> • Copy of Certification of Incorporation / Memorandum of

S. No.	Eligibility Criteria	Documents to be submitted
	<p>operations in India as on Bid submission Date.</p> <p>The Sole Bidder or Lead member of the Consortium should be a CPSE or State PSU.</p>	<p>Association(MoA) and Articles of Association (AoA)/ registration certificate with LLP agreement</p> <ul style="list-style-type: none"> • Copy of PAN card • Copy of GST Registration <p>(ii) Consortium agreement in case of Consortium bid [format of agreement as per Section 7 Part R].</p> <p>(iii) Certificate from CA of the Company for operations for at least 3 years in India.</p>
2	<p>The average annual turnover of the Sole Bidder or Lead member of the consortium during the last three audited financial years i.e. FY 2021-22, 2022-23, FY 2023-24, shall be at least INR 200 Crores.</p>	<p>The Bidder or Lead member of consortium shall submit:</p> <ul style="list-style-type: none"> • Certificate from the Statutory Auditor of the Company mentioning year-wise annual turnover in last 3 audited financial years. • Copy of audited profit and loss statement showing the turnover for last 3 financial years i.e. • Details as specified in Section 7 Part N
3	<p>The Net worth of the Sole Bidder or Lead member of the consortium shall be positive as per the audited financial results for the last financial year i.e. 2023-24.</p>	<p>The sole bidder or lead member shall submit:</p> <ul style="list-style-type: none"> • Certificate from Statutory Auditor clearly stating the Net worth of the Bidder for the last financial year. • Details as specified in section 7 Part N
4	<p>The Sole Bidder or members of the Consortium (jointly) shall have completed Network Acceptance Testing/ Third Party Audit/ Project consulting/ Project Management consisting of at least 30,000 km of OFC network as on bid submission date after 01.04.2027 till bid submission date.</p> <p>Note: If the bidder does not have above mentioned OFC network experience, it can meet the criteria if it has executed work of same quantity for underground utility works (gas/ sewage/ water pipelines).</p>	<p>The Bidder or each of the consortium members shall submit:</p> <ul style="list-style-type: none"> • Certificate from the client on its letterhead clearly mentioning the Experience/ Work Completion details <p>(and)</p> <ul style="list-style-type: none"> • Corresponding Work Order from the client (Highlighting the Scope of Work/ services clearly)

S. No.	Eligibility Criteria	Documents to be submitted
5	<p>The Sole Bidder or members of the Consortium (jointly) shall have completed Network Acceptance Testing/Third Party Audit/ Project consulting/ Project Management consisting of at least 2,500 active nodes after 01.04.2027 till bid submission date.</p> <p>Note: The active nodes to be considered for this criterion can be Routers, Layer-3 Switches, BNGs, PTNs/CPANs, DWDM, OLTs of 16 or more ports, enode-B, BTS and OTN</p>	<p>The Bidder or each of the consortium members shall submit:</p> <ul style="list-style-type: none"> • Certificate from the client on the letterhead of the client clearly mentioning the technology and the no. of nodes connected. <p>(and)</p> <ul style="list-style-type: none"> • Corresponding Work Order from the client (Highlighting the Scope of Work/ services clearly) from the date of appointment
6	<p>The Sole Bidder or each of the Consortium members should not have been blacklisted/ debarred by the Ministry of Communication or BSNL or under a debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date.</p>	<p>The Bidder or each of the consortium members shall submit:</p> <ul style="list-style-type: none"> • An undertaking signed by CEO/ Country Head/ Authorised Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public. • Details as specified in section 7 Part Q
7	<p>Bidder shall deploy its permanent staff as per Work Breakdown Structure (WBS) mentioned in Section 7 Part K (<i>Package level staff</i>).</p> <p>The Sole Bidder or Lead member of the Consortium shall have the package level personnels (<i>as per Work Breakdown Structure (WBS) mentioned in Section 7 Part K</i>), on their payrolls for at least one year prior to the month during which this Tender Notice is issued.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. Requirement for submission of CVs: <ul style="list-style-type: none"> • The CVs for the following roles must be submitted along with the bid: <ul style="list-style-type: none"> ○ Project Director ○ Project Manager ○ Team Leads • The bidder shall submit the CVs of Technical Team (<i>NOC (OSS/BSS), GIS/PM tool and Network Design experts</i>) within 30 days from the 	<ul style="list-style-type: none"> • Certificate from Head of Human Resources (HR) along with list of employees (as specified in Section 7 Part H) along with their qualification and experience eligible under this clause. • CV of the employees (as specified in Section 7 Part I)

S. No.	Eligibility Criteria	Documents to be submitted
	<p>date of AWO. The technical team shall be on the payroll of <u>Sole bidder or any member of the consortium</u>.</p> <ul style="list-style-type: none"> • However, the IE shall deploy the resources within 15 days of the Appointed date, as mentioned in Section 7 Part A. 	
8	The Bidder or all members of the consortium shall have valid ISO 9001: 2000 certificate for quality management and its subsequent amendments, if any.	<p>The Bidder or all members of the consortium shall submit:</p> <ul style="list-style-type: none"> • Copy of valid certificate
9	If a Bidder or any member of the Consortium has been declared as non-performer in any USOF project(s) such as BharatNet Project and 4G saturation project, on the bid submission date, such Bidder or Consortium shall stand not eligible to submit the bid for this tender.	A Self-declaration for not being declared as non-performer in any USOF project(s), as per the clause.
10	The Bidder or any member of the Consortium shall not be a Project Implementation Agency (PIA) or its consortium partner for implementation of Amended BharatNet Program. The Bidder or any member of the Consortium shall not have any direct or indirect relationship with PIAs concerning the implementation of Amended BharatNet Program.	<ul style="list-style-type: none"> • A Self-declaration is required from Bidder and all members of the Consortium • Details as specified in Section 6 Part D

Note: If any bidder is appointed as PIA under tender, as mentioned in Clause 1 of Section 3 Part A (either Bidder or Lead member or Consortium member), its bid shall be considered non-responsive for this tender.

- 4.3 Bidder or Lead member/ consortium member shall set up maintain a functional office in the States of assigned packages within a time period of 15 days from the date of signing of contract. Failure to comply with this requirement shall result in imposition of penalty as per tender provisions.
- 4.4 Before bidding or during evaluation, BSNL may call bidders for a detailed presentation on following key points:
- (a) A brief description of the organisation and an outline of recent experience of the organization and proposed manpower. The details of assignments on hand shall also be included.
 - (b) Proposed approach & methodology for the execution of the services, activities, including key challenges they foresee and potential solutions in the methodology.
 - (c) The presentation should include the capabilities of the firm and the facilities for carrying out the field activities.
 - (d) In case the Bidder envisages outsourcing any of the services (subjects to the provisions of point no 7 in the table of clause No. 4.2 above) to the expert agencies, proposed firms/ manpower should have such experience on similar projects. Such outsourcing agencies should meet the criteria as mentioned in point no. 6, 9 and 10 of Table of eligibility criteria under clause no. 4.2 above.

- (e) Proposed Quality Audit Methodology including Quality Assurance Plan.
 - (f) Any additional information.
- 4.5 Any Bidder, consortium partners including lead member and any proposed outsourced firm (as per Point d above) from a country which shares land border with India will be eligible to participate if a Bidder, consortium partners including lead member and any proposed outsourced firm is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD(1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. The Bidder, consortium partners including lead member and any proposed outsourced firm shall submit an undertaking in this regard as per format provided under Section-6 Part C, of this tender document.
- 4.6 The following conditions shall be adhered to while submitting a Bid:
- (a) Bidders shall attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - (b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
 - (c) In responding to the qualification submissions, Bidders shall demonstrate their capabilities in accordance with the provisions of this RFP;
 - (d) In case the Bidder is a Consortium, jointly shall satisfy the qualification requirements to the extent specified herein;
- 4.7 The Bidder shall submit all necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.
- 4.8 In case the Bidder gets black-listed by GST Authorities during the tenure of BSNL contract, then Bidder must indemnify BSNL to ensure that no loss of Input Tax credit (ITC) is borne by BSNL due to a default of a Bidder. Bidder should submit an undertaking to this effect.

A self-declaration along with the evidence that the Bidder is not blacklisted by GST authorities shall be submitted by Bidder. In case the Bidder gets GST black-listed by GST Authorities during the tenure of BSNL contract, in that case or in any other scenario the loss of Input Tax credit to BSNL will be recovered from the Bidder.

5. EMD/ Bid Security:

- 5.1 The bidder shall furnish the package wise EMD/ Bid security for an amount as mentioned in the Table-A at Clause-1 above, preferably through online payment mode as per the Bank/Beneficiary Details under clause no. 2.3 above. However, bid security may also be submitted in one of the following ways:
- (a) Demand Draft/ Banker's cheque drawn in favour of 'A.O. (Cash), BSNL Corporate Office, New Delhi' and Payable at New Delhi; or
 - (b) Bank Guarantee from a Nationalized/scheduled bank (except co-operative bank) in India drawn in favour of 'DGM (MMT), BSNL C.O. Delhi' which should be valid for 210 days from the Bid Closing Date. Copy of SFMS by bidder's Bank shall also be submitted at time of issue of EMBG as well as time of renewal, if any. Format is given in Section 7 Part A (i).
 - (c) Insurance Surety Bond issued by an Insurance Company, approved by IRDAI, drawn in favour of "DGM (MMT), Bharat Sanchar Nigam Limited, Corporate Office, New Delhi. It

should be valid for 210 days from the tender opening date. Format is given in Section 7 Part A (ii).

- (d) Bank Transaction details with UTR Number, towards the successful e-payment for Tender Fee & EMD, required to be mentioned in case of e-Payment Mode.
- (e) e-BGs (EMBG or PBG): For acceptance of e-BGs (EMBG or PBG), BSNL has on-boarded NeSL with following details:
 - (i) Beneficiary Phone Number: +91-9868217701
 - (ii) Email id: aommbsnlco@bsnl.co.in
 - (iii) PAN of Entity: AABCB5576G
 - (iv) Constitution Type: Public Sector Enterprise
 - (v) Complete Name: Bharat Sanchar Nigam Limited (BSNL)
 - (vi) Full Address: Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi-110001

6. Last Date & Time of Submission of Bid:

The following is the tentative schedule of activities associated with the Tender:

S. N.	STAGE	DATE & TIME
1.	Start date of availability of Tender Document on BSNL website and e- Tender portal	BSNL Website: 06.09.2024 & CPPP: 12.09.2024
2.	Last date for receipt of queries from bidders.	16.09.2024
3.	Last date and time for receipt of sealed bids (both Techno-commercial & Financial)	11:30 Hrs of 01.10.2024
4.	Time and Date for opening of eligibility cum Technical Bid.	12:00 Hrs of 03.10.2024
5.	Time and Date for opening of financial bid.	To be notified after Technical bid opening.

7. Place of opening of Bids:

- 7.1 The online tenders submitted by bidders 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. Kindly refer Section 4 Part C of Tender document for further instructions.
- 7.2 However, if necessary, the authorized representatives of Bidders can attend the TOE physically in the MMT section, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi, where BSNL's tender opening officers shall be conducting the TOE.

8. Non-Acceptance of Bids Submitted Late

Tender bids/ required offline documents will not be accepted after due time & date.

9. Rejection of Bids

- 9.1 Incomplete, ambiguous, conditional, unsealed Bids are liable to be rejected.
- 9.2 CMD, BSNL on behalf of USOF, DoT reserves the right to accept or reject any or all Bids without assigning any reason and is not bound to accept the lowest tender.

10. Deleted

11. Deleted

12. Deleted

13. Deleted

14. Adherence to published Tender

- 14.1 The Bidder shall furnish a declaration under his signature that no addition/ deletion/ corrections have been made in the Tender document being followed for submission of Bid and it is identical to the Tender (including its amendments and clarifications to pre-bid queries) appearing on the e-Tendering Portal used by BSNL for processing this tender.
- 14.2 In case of any correction/ addition/ alteration/ omission in the Tender terms & conditions submitted as a part of the submission of Bid, the Bid shall be treated as non-responsive and shall be rejected summarily.

15. All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & also by the translator, to be true copy in addition to the relevant certificate.
16. All computer-generated documents should be duly signed/ attested by the bidder/ vendor organization.
17. Integrity Pact Program is implemented for this tender for which signing of Integrity Pact is mandatory for the PMA and bidder. Format of Integrity Pact is provided in the tender document at Section 7 Part D Proforma(s). To oversee the implementation of Integrity Pact Program, Independent External Monitors (IEMs) are appointed by BSNL on behalf of USOF, DoT whose information is available under the link- Independent External Monitor-on Home page of www.bsnl.co.in.
18. The queries in respect of the bid document, if any, can be submitted through email, latest by **16.09.2024**. Any query received after this date will not be entertained.

BSNL Contact-1	
BSNL's Contact Person	Sanjay Vatsa, AGM(MMT-II)
Telephone	(011) 2303 7172, Mobile No.9467001800
	[between 9:30 Hrs to 18:00 Hrs on working days]
E-mail ID	Sanjay.vatsa@bsnl.co.in
BSNL Contact-2	
BSNL's Contact Person	Sh. Sameer, DM(MMT-IV)
Telephone	(011) 2303 7172 , Mobile No.9868892555
	[between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	sameer@bsnl.co.in

SECTION 2

Tender Information

1. Type of tender:

The Tender shall follow single stage bidding (both techno-commercial and financial bids to be submitted together) and two stage opening, using two electronic envelopes/ bid parts.

[Note: The techno-commercial Bids will be opened in first stage & will be evaluated; and the financial Bids of only those Bidders whose techno-commercial Bids are substantively responsive and have scored the minimum required score in quality / technical assessment under QCBS, as mentioned in section 4 part B, shall only be opened].

E-reverse auction is **not applicable** for this tender.

2. Period of Validity of Bids

- 2.1 Bids shall remain valid for **180 days** from the Bid closing date prescribed by the PMA. Any Bid valid for a shorter period shall be rejected by the PMA as non-responsive.
- 2.2 In exceptional circumstances, the PMA may request the consent of the Bidder for an extension to the Bid Validity Period. The request and the response thereto shall be made in writing. It is clarified that a Bidder, accepting the request for extension of Bid Validity Period, will not be permitted to modify its Bid.

3. Documents supporting the Bid

- 3.1 The first electronic envelope will be named as 'technical envelope' & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd electronic envelope will be named as 'financial envelope' containing financial quote. Offline documents shall be submitted in Envelope-3(offline). These envelopes shall contain one set of all the documents as mentioned in Section 10. Broadly, following documents are to be submitted:
 - a) **Techno-commercial envelope** (called technical envelope on e-tender portal) shall contain scanned copies of all documents as mentioned against envelope No E.E-1 in list under section 10.
 - b) **Financial envelope** shall contain scanned copies of all documents as mentioned against envelope No...E. E-2 in list under section 10: Refer section 10.
- 3.2 **Offline submissions:** - Originals of all the documents as mentioned against envelope No. P.E-3 under section 10, are required to be submitted to AGM (MMT), BSNL C.O., 2nd Floor, Bharat Sanchar Bhawan, Janpath, and New Delhi-110001 on any date on or before bid submission end date or within 5 days after bid submission end date, in a sealed envelope.
- 3.3 The envelope shall bear the Tender Enquiry number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).
- 3.4 However, scanned copies of the required documents (whichever applicable) are to be **mandatorily uploaded by the bidder in the online technical bid part (1st electronic Envelope i.e. Technical Envelope)** on e-tender portal, failing which the tender bid shall be archived unopened / rejected/ not admitted on e-tender portal at bid opening stage.

4. Deleted

5. Payment terms

The payment terms have been provided at Clause 4 of SECTION -5 PART B. All statutory taxes, as applicable, shall be deducted at source before payment.

SECTION 2

6. Non-Disclosure agreement:

The successful bidder is required to sign and submit a mutual Non-Disclosure Agreement (NDA) with PMA (here BSNL) as per the format available in Section –7 Part F of the Tender document on a non-judicial stamp paper of Rs.100/- at the time of award of APO.

7. Before placement of Purchase Order/Work order on the bidder, the documents submitted by the bidder against eligibility criteria (Clause – 4, Section-1) will be verified by BSNL. For this purpose, the bidders shall be required to produce original documents for verification. The PO/work order will be placed on the vendor only after successful verification of the aforementioned documents, apart from fulfilment of other conditions of APO/AWO.

SECTION 3 PART A

Scope of Work

1. Project Background

- (i) BharatNet is a project funded by Universal Service Obligation Fund (USOF), Department of Telecommunications (DoT), with an aim to provide high speed broadband connectivity to all inhabited Gram Panchayats (GPs), Villages across India. The network infrastructure under this project shall be a national asset and accessible on a non-discriminatory basis to all eligible service providers to enable them to provide services in rural areas.
- (ii) BharatNet is implemented in phased manner viz. Phase I, Phase II and Amended BharatNet Program. The RFP for selection of Project Implementation Agencies (PIA) for 16 packages for Design, Supply, Construction, Installation, Upgradation, Operation and Maintenance of middle mile network of Amended BharatNet Program was floated on 15.02.2024. All the 16 packages of PIA RFP have been clubbed into 4 packages of this IE RFP.
- (iii) The bidders should go through carefully the tender no. MM/BNO&M/BN-III/T-791/2024 issued on dated 15.02.2024 with all the amendments or corrigendum (available on BSNL website) for details of Amended BharatNet Program (ABP) as well as scope of work to be carried out by Project Implementation Agency (PIA) as summarized below:

Construction: To build network infrastructure across remaining Gram Panchayat (GP) and Block locations.

Upgradation: To upgrade the existing network infrastructure from linear to ring topology across GPs and Block locations , including new hardware at both block and GP location .

Operation and Maintenance: To operate and maintain the existing and the newly deployed network infrastructure as per the defined SLA.

Establishment of State NOC: To establish NOC, to connect the complete network installed or maintained by the PIA for monitoring, supervision and O&M to meet the SLAs.

Network and Service Provisioning: To enable retail, enterprise and wholesale services as per the requirement of BSNL on behalf of USOF, DoT across the Contract Period.

2. Scope of work:

The Independent Engineer (IE) shall be appointed through this tender for validation, audit, inspection, acceptance testing and invoice processing etc. in respect of the implementation of Amended BharatNet Program to be executed by PIAs (selected through Tender No. MM/BNO&M/BN-III/T-791/2024 issued on 15.02.2024 and all its amendments, available on BSNL Tender portal and CPP portal).

The prospective bidders are advised to go through the above-mentioned tender document along with all the amendments/pre-bid clarifications/corrigendums for detailed Scope of Work for the PIA & IE.

The broad scope of work is as below but not limited to:

- (a) IE shall coordinate and validate for the timely handover of the existing network to the PIA according to the PIA's handover schedule.
- (b) IE shall do the Technical Scrutiny of survey reports on GIS map which includes checking and verification of design and Bill of Quantity (BoQ) based on the network design architecture/instructions issued by BSNL from time to time.
- (c) IE shall conduct inspection, verification & certification of the material delivered by PIA and

- its mapping in PM tool;
- (d) IE shall inspect, verify and certify the execution of the project by the PIA which shall include OFC laying, Equipment (including all active and passive infrastructure, radio, etc.) installation, commissioning and integration of state NOC as mentioned in the detailed scope of work of PIA Tender and will timely intervene and suggest necessary action for timely execution of the project;
 - (e) IE shall verify the measurement books of works for activities such as laying of Duct, OFC, etc.;
 - (f) IE shall conduct Acceptance testing (AT) of all the activities as mentioned at Para- (d) above i.e. OFC laying works, equipment installation & commissioning, S-NOC integration and any other works under the scope of the above referred PIA Tender;
 - (g) IE shall check the As Build Diagram (ABD) and ensure its mapping in the GIS;
 - (h) IE shall be responsible for reconciliation of Inventory and its mapping in PM tool;
 - (i) IE shall perform all the related Project management and monitoring activities during the entire contract duration as detailed later in this document;
 - (j) IE shall verify & certify all the bills submitted by PIA;
 - (k) IE shall take active part in Dispute Resolution Committee (DRC) and Dispute Adjudication Board (DAB) formed for the dispute resolutions as per PIA's RFP dispute resolution mentioned in Section 7 Part L.

The detailed scope of work for IE given as below:

2.1. Handover / takeover of the Existing BharatNet Phase – I & Phase – II networks and Pre-Planning phase

Activity trigger for IE: Date of signing of Agreement between PIA and BSNL or onboarding of IE, whichever is later.

IE shall be responsible for below activities, however not limited to:

- (a) IE shall coordinate for the timely transfer of the existing network to the PIA according to the PIA's handover schedule and related terms & conditions.
- (b) The IE shall scrutinize and verify the details of handed over networks and shall also address the issues between FMA and PIA, if any arise.
- (c) IE shall validate, if material mismatch is claimed by PIA based on the network details provided by FMA / BSNL with respect to existing network infrastructure on the site.

(Refer to Section IV – B Special (Commercial) Conditions of Contract (SCC) Clause 3.2 Making over the network to PIA by BSNL for detailed guidelines in Tender No. MM/BNO&M/BN-III/T-791/2024 issued on 15.02.2024 and all its amendments)

Service activity timeline: Within 5 working days of document submitted by FMA and / or mismatch claimed by PIA, if any, for a block.

2.2. Planning, Survey and Design:

Activity trigger for IE: Date of signing of Agreement between PIA and BSNL or onboarding of IE, whichever is later.

IE shall be responsible for below activities, however not limited to:

- (a) IE shall monitor the progress of the surveys and the deployment of resources by PIA as per project timelines. Any discrepancies in this regard shall be communicated to BSNL in time.
- (b) IE shall examine and validate the proposals of PIA if any submitted to BSNL for approval for laying ADSS OFC wherever laying of U/G OFC is not possible and feasible, and if the same is found to be correct, the IE shall recommend the same, with justification, to BSNL for approval, on a case to case basis.

- (c) IE shall validate and recommend with justification if PIA submits a request to BSNL for the use of alternate technology (Digital Micro Wave (DMW), Unlicensed Band Radio (UBR) or any other) on a case-to-case basis.
- (d) IE shall validate and recommend if PIA submits a request to BSNL for the use of linear architecture on case-to-case basis.
- (e) IE shall scrutinize and validate the block-wise site survey reports (for existing network upgradation, new network construction and leasing of OFC) submitted by PIA and ensure the same is aligned with the guidelines mentioned in the PIA RFP. (*Tender no. MM/BNO&M/BN-III/T-791/2024 issued on dated 15.02.2024 with amendment or corrigendum*)
- (f) Technical scrutiny of survey reports on GIS map will include checking and verification of design and Bill of Quantity (BOQ) and the network design architecture as per the instructions issued by BSNL from time to time. IE shall validate design of GP.
- (g) IE shall validate/ ensure the optimal/ shortest path for the creation of the ring during survey and planning phase.
- (h) IE shall validate the survey conducted by PIA for civil, power, and electronic infrastructure at GP, Block, SNOC and subsequent design acceptance by BSNL.
- (i) IE shall validate the optimized route length and Bill of Quantity (BOQ) required for optical fibre cable, IP-MPLS/ OLT equipment, power equipment and other accessory requirements.
- (j) IE shall validate the adequacy and reasonability of space and power requirements for passive and active network elements for GP, Block and State Network Operations Centre (NOC).
- (k) IE shall validate and recommend for approval, the BoQ and detailed network design required for active (e.g. IP-MPLS, NOC equipment etc.) and passive network elements (e.g. OFC, duct, accessories, power etc.) for GPs and Block locations and NOC.
- (l) IE shall ensure the survey data is mapped in the GIS and verify the L-14 and other documents. IE shall validate network diagram, including both High- and Low-Level Design (HLD & LLD).

Service activity timeline: Within 5 working days after receipt of Survey report and BoQ for a block.

Note:

- (a) IE shall validate the hard copies of document submitted by PIA. IE need to ensure PIA shall maintain a soft copy of data in a format that will enable easy document uploading once Project Management (PM) tool will be operational.
- (b) PIA shall upload the document on the PM tool, and IE will validate and update the same in PM tool.
- (c) IE shall monitor all the activities related to “Site Survey & Planning” and “Network Design” (as per PIA RFP dated 15.02.2024) and shall validate all the reports and other submissions made by the PIA (hard and soft copies).

2.3. CONSTRUCTION PHASE:

2.3.1. Issuance of Firm Work Order (FWO)

Activity Trigger for IE : the survey report and BOQ approval by BSNL

- (a) IE shall assist BSNL in preparation and issuance of firm work orders to be given to PIA after site survey.

2.3.2. MATERIAL INSPECTION

Trigger: On confirmation from PIA about material supply.

IE shall be responsible for below material inspection activities but not limited to:

- (a) IE shall be responsible for receipt of lot verification certificate issued by authorized QA agency for equipment (including all active and passive infrastructure, radio, etc.)/ materials, before supply at site and shall update the same in PM tool.

- (b) IE will counter-sign on the material receipt form/ Delivery Challan for material and shall update the same in PM tool
- (c) In case material delivered by PIA is found to be faulty, IE shall immediately notify BSNL & PIA about rejection of the partial/ complete delivery of material by PIA

Service activity timeline: Within 5 working days after receipt of confirmation from PIA.

2.3.3. OFC Laying

Activity Trigger for IE: Issuance of Firm Work Order to PIA.

IE shall be responsible for following activities but not limited to:

- (a) IE shall coordinate with PIA for detailed planning of the OFC laying and resource deployment;
- (b) IE shall provide necessary support, wherever required, to coordinate with Power distribution companies on behalf of BSNL along with PIA for laying of Aerial OFC on existing power distribution poles;
- (c) IE shall monitor the progress of OFC laying and end to end connectivity;
- (d) IE shall respond to the issues raised by PIA on the message board itself.
- (e) IE shall inspect and verify Measurement Books (MB) on regular basis as per the process defined in PIA RFP. Measurement Book would include sections for length, depth, method of trenching e.g. open trenching, Horizontal Directional Drilling (HDD), boring, etc., length of PLB used, length of fibre used, etc.
- (f) IE shall inspect the proper installation and routing of the fibre optic cables and validate the cable laying techniques, cable tension, bend radius, and protection measures. In addition, IE shall verify the active/ passive materials as per design.
- (g) IE shall inspect the fibre splicing and termination process as and when required by BSNL, and validate quality of the splices, connectors, and closures to ensure reliable and low-loss connections as per engineering instructions.
- (h) IE shall update all its assigned activities in the Project Management Tool and also ensure that the mapping of PIA activities in PM Tool is done by PIA timely;
- (i) IE shall ensure that the RoW applications are made in time by PIA and approvals are received in time and follow up with the concerned agencies on behalf of BSNL, wherever required

Service activity timeline: Within 5 working days of submission of details (work progress report) by PIA.

2.3.4. Installation and Integration

Activity Trigger for IE: Notification of civil and electrical work by PIA:

IE shall be responsible for following activities but not limited to:

- (a) IE shall coordinate with PIA for detailed planning of the equipment installation and commissioning.
- (b) IE shall audit installation and commissioning of active equipment on site location to ensure that best practices are being followed.
- (c) IE shall inspect, verify and certify the installation & integration of NOC. IE shall also inspect and accept construction of civil and installation of power/electrical infrastructure at site location to ensure best practices are followed.
- (d) Based on the audit, IE shall raise critical, major and minor service affecting / non - service affecting issues.
- (e) IE shall ensure that the equipment's are integrated and made visible in EMS/ NMS by PIA.

- (f) IE shall inspect the project and report any lapses, defects or deficiencies in project implementation to the BSNL and PIA.

Service activity timeline: Within 5 working days notification of civil and electrical work by PIA.

2.3.5. Acceptance testing and commissioning

Activity Trigger for IE: Notification on active and passive network elements have been installed on site by the PIA:

IE shall be responsible for below Acceptance testing activities, however not limited to:

- (a) IE shall prepare the Acceptance Testing (AT) procedures according to good industry practices and standards. IE shall be responsible to get it approved from BSNL.
- (b) IE shall prepare the acceptance testing template and will conduct Acceptance Testing (AT) such as Depth AT, Fibre AT, Equipment AT etc.
- (c) IE shall test and verify the OTDR testing as per AT Procedure.
- (d) IE shall ensure that all the fibres are spliced and terminated as per the approved engineering instructions.
- (e) IE shall propose to declare the commissioning of the network as per the laid down procedure.
- (f) IE shall propose to issue an acceptance certificate for each successfully completed Gram Panchayat.
- (g) The IE shall inspect and validate the State-NOC, setup by the PIAs, in accordance with the technical specifications and functional requirements mentioned in the PIA Tender and shall also validate integration of all the active elements along with EMS in the package with S-NOC and integration of S-NOC and EMS(s) with C-NOC. IE shall also validate and approve all NOC related functional processes and validate the integration of PIA's S-NOC (covering BharatNet existing network for upgradation and new network for creation) with BharatNet Central NOC (C-NOC) at Delhi and Bangalore.
- (h) IE shall validate that Block and GP rings are visible in NOC and perform acceptance testing.
- (i) IE shall also provide a Provisional Acceptance Certificate as per the provisions set in the PIA RFP dated 15.02.2024 released for Amended BharatNet Program.
- (j) IE shall inspect the project and report any lapses, defects or deficiencies in project implementation to the BSNL and PIA.

Service activity timeline: Within 5 working days notification on active and passive network elements by PIA. In case of activity noted above at point no (g), timeline will be of 10 working days.

2.4. Operation and Maintenance phase

Activity Trigger for IE: Notification of completion of handover of existing network to PIA and construction/ upgrade completion done by PIA.

IE shall be responsible for following activities but not limited to:

- (a) IE shall verify and validate Service Level Agreement (SLAs) for existing and new network as per defined interval.
- (b) IE shall review and assess applicable penalties for non-compliance to Service Level Agreement (SLAs) and Quality of Service (QoS) parameters.
- (c) IE shall validate compliance over O&M obligations to support BSNL on disbursement of quarterly payment.
- (d) IE shall verify and validate completeness of inventory/asset database records during the O&M phase.
- (e) IE shall assess, validate, and recommend requirements for change request extending the

scope of work.

- (f) IE shall verify the replacement of OFC by PIA if replacements are ≥ 200 meters. Additionally, IE will validate active/passive equipment in case of replacement or upgradation by PIA.
- (g) IE shall coordinate and validate compliance with SLAs, penalties, and KPIs as outlined in the PIA RFP. (Clause 11 in Section IV-B Service Level Agreement hereinafter referred as SLA and penalties)
- (h) IE shall also monitor the deployment of FRTs, as per the PIA RFP dated 15.02.2024 and report to BSNL in case of any deficiency. IE shall also help BSNL for calculation of applicable penalties as per PIA RFP regarding FRT deployment.
- (i) IE shall calculate penalties on a monthly and quarterly basis as per the agreed terms and conditions.
- (j) IE shall certify all invoices related to the project.
- (k) IE shall verify and document incidents of fiber cuts, equipment failures, and any replacements.
- (l) IE shall review and validate videographes and other relevant documentation of measurement book during the Operations and Maintenance phase to ensure compliance with project specifications and standards.
- (m) IE shall verify network availability reports, which include the status of sites (up/down), bandwidth usage, dark fiber leasing, and the extent of tower fiberization.

2.5. ABD and GIS Mapping

Activity Trigger for IE: Design document preparation by PIA:

IE shall be responsible for following activities but not limited to (Connectivity for Block to Gram Panchayat):

- (a) IE shall verify the As Build Diagrams (ABDs) submitted by PIA and other documents such as L-14 etc.
- (b) IE shall ensure mapping of ABDs on GIS as per the prescribed procedure.
- (c) IE shall ensure updation and validation of ABDs on GIS as and when required during the Contract Period.
- (d) IE shall thoroughly review the video recording conducted by PIA during the Optical fibre laying.

2.6. Certifying Invoices and Assessing Penalties

Activity Trigger for IE: Block/GP milestone completion by the PIA:

IE shall be responsible for below activities but not limited to:

- (a) IE shall ensure that during the construction phase, PIA shall raise invoices based on project milestones and IE shall evaluate invoices and determine penalties, if any, and certify the same.
- (b) IE shall ensure that for the operation and maintenance carried out by the PIA, it validates network's compliance with Service Level Agreements (SLAs). IE shall accordingly evaluate the invoices generated and determine penalties, if any, and certify the same.
- (c) The submitted invoices shall be validated/certified by project director who shall be a permanent employee of Sole or Lead bidder. The invoices shall be verified as a hardcopy with a signature of the person carrying out the verification. Approved invoices shall be submitted to BSNL for final approval and for initiating payments to the PIA. IE shall comply with any paperless/ digital workflows that BSNL shall prescribe during the Contract Period.

Service activity timeline: Within 5 working days after invoices submission by PIA.

2.7. Environment, Health, and Safety (EHS) Compliance

IE shall ensure EHS compliance by the PIA.

2.8. Delay during Project

PIA shall validate / maintain all entries in the online Message Board, ensuring adherence to PIA RFP guidelines and comprehensive documentation of hindrances impacting project milestone and SLAs. The Independent Engineer shall be responsible to determine, based on the progress reports submitted by the PIA, that the rate of progress of development works and/or upgradation works is such that construction completion date or the relevant project milestone under the Project Completion Schedule respectively, is not likely to be achieved by the Scheduled Completion Date. IE shall notify the BSNL and PIA to this effect with proper reasons/ justification at least 30 days before from relevant project milestone. Additionally, the IE will collaborate with PIA to seamlessly transition manual hindrance register entries to the PM Tool upon its implementation by BSNL, maintaining accuracy and transparency throughout the project.

2.9. Hand-back Phase

Activity Trigger for IE: Completion of Contract Period

Note: IE need to refer the RFP (Request for Proposal) floated by BSNL for selection of PIA for amended BharatNet program.

2.10. Dispute Resolution

IE shall take active part in Dispute Resolution Committee (DRC) and Dispute Adjudication Board (DAB) formed for the dispute resolutions as per PIA's RFP dispute resolution mentioned in Section 7 Part L

2.11. Test for Quality Assurance

- (a) For determining the conformity of Development Works and/or the Upgradation Works and/or the O&M works to the Agreement and Specifications and Standards, the Independent Engineer shall require the PIA to carry out or cause to be carried out tests, at such time and frequency as may be specified by the Independent Engineer from time to time in accordance with Good Industry Practice for quality assurance. The Independent Engineer shall prepare the test report and shall submit same to BSNL.
- (b) In the event that results of any tests conducted, establish any defects or deficiencies in the Development Works and/or the Upgradation Works and/or the O&M works, the PIA shall carry out remedial measures within 30 days and furnish a report to the Independent engineer in this regard. The Independent Engineer shall verify that such remedial measures have brought the development works and/or the upgradation works and/or O&M works into compliance with specifications and standards and the procedure shall be repeated until such development Works and/or the upgradation works and/or O&M works conform to the specifications.

2.12. Inspection and Audit from Central NOC (C-NOC)

- (a) IE shall leverage C-NOC applications to review and assess applicable penalties for non-compliance to (Service Level Agreement (SLAs) and Quality of Service (QoS) parameters for PIA.
- (b) IE shall be responsible to validate Key performance Indicator (KPIs) as per agreement between PIA and BSNL and evaluate the applicable penalties at C-NOC.
- (c) IE shall be responsible to validate accurate details of PIAs activities such as installation, integration, acceptance of GPs and completion of blocks and upload relevant document at C-NOC.
- (d) IE shall validate the uploaded video recording and snapshot with measurement book by PIA during the implementation of OFC and installation of equipments at GPs and blocks.
- (e) IE shall verify/ validate Measurement Book of PIA for all activities getting updated at C-NOC. After verification of measurement book at C-NOC.
- (f) IE shall be responsible to upload OTDR & LSPM reports of OFC which is completed during Acceptance testing.
- (g) IE shall validate the project progress using the Project Monitoring (PM) tool to authenticate invoices for PIA work.

- (h) IE shall be required to collaborate with PIA to ensure the block-wise updation of GIS data (as and when required) at C-NOC.

Service activity timeline: Within 5 working days after confirmation from BSNL.

SECTION 3 PART B
Detailed Technical Requirement (DTR)

Deleted

SECTION 3 PART C
Schedule of Requirement (SOR)

DELETED

SECTION 4 PART A

General Instructions to Bidders (GIB)

1. Definitions

- 1.1 **“Applicable Laws”** shall mean any law, statute, ordinance, rule, regulation, guideline, policy or other pronouncement having the effect of law of any Governmental Authority, as interpreted and administered including any modifications or amendments thereto.
- 1.2 **“Appointed Date”** shall mean the date of signing of Agreement by the successful bidder after acceptance of AWO (Advance Work Order) and submission of Performance Security by the successful bidder.
- 1.3 **“Bids”** shall mean the response to the Tender to be submitted by the Bidder to BSNL in accordance with the provisions of this Tender on or before the Bid Closing Date.
- 1.4 **“Circle”** shall mean a telecom circle within the Territory, as specified by the Department of Telecommunication, Government of India.
- 1.5 **“Commissioning”** of a network element shall mean its’ putting into use, for carrying live traffic or for its intended use, after functional tests. The date of such putting into use will be considered for determining the significant date for purpose of assessment of liquidated damages if any, determination of commencement date for warranty & AMC date and qualifying for payment milestone.
- 1.6 **“Contract”** shall mean the Agreement along with supporting documentation signed by the PMA and the successful bidder after the Performance Security and unconditional unequivocal acceptance of AWO has been received by the PMA from the successful bidder.
- 1.7 **“Documentation”** shall mean the offered system/equipment description documents, general instruction(s), drawings, diagrams and any other written material including electronic material (such as in the form of CD-ROM or other electronic media) and in the English language only, and in IE’s standard format that the IE has provided/ shall provide to BSNL in respect of the network equipment.
- 1.8 **“DOT”** or **“DoT”** shall mean the Department of Telecommunications, Government of India.
- 1.9 **“E-Tendering Portal”** or **“Portal”** shall mean [(NIC’s e-tender portal- <https://etenders.gov.in/e procure/app>)]
- 1.10 **“Governmental Authority”** shall mean any governmental authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal, court or other law, rule or regulation making body/ entity having or purporting to have jurisdiction on behalf of the Republic of India or any other government having or purporting to have jurisdiction over a Party, or any state or other subdivision thereof or any municipality, district or other subdivision thereof including, without limitation, the Chairman, Department of Telecommunications, Ministry of Communications, Government of India and/or any other telecom regulatory authority, including Telecom Engineering Center, having competent jurisdiction; and/or Chairman, Telecom Regulatory Authority of India, and includes any officer empowered by them to perform all or any of the functions of such a governmental authority.
- 1.11 **“Integrity Pact”** shall mean the agreement to be executed between the Bidder & BSNL as per the format provided in SECTION 7 Part D.
- 1.12 **“MSE”** shall mean Micro & Small Enterprises as defined in MSMED Act 2006.

SECTION 4 PART B

- 1.13 **“NDA” or “Non-Disclosure Agreement”** shall mean the Non-Disclosure Agreement as per the format to be provided by BSNL pursuant to the provisions of SECTION – 7(F) to be executed between the Bidder & BSNL, prior to the downloading/ purchase of the Tender Document.
- 1.14 **“Parties”** shall refer to the PMA and the IE collectively and the term Party shall be construed in the singular.
- 1.15 **“QA” or “Quality Assurance”** shall mean the quality assurance tests which are carried out by the respective Quality Assurance Wing of BSNL as per their prescribed test schedule and tested successfully.
- 1.16 **“Services”** shall mean the services which the IE is required to provide to the PMA under the Contract.
- 1.17 **“Successful Bidder” or “IE” or “Vendor”** shall apply to the Bidder who has been awarded the work.
- 1.18 **“Support”, “Capability”, “Provision”** etc appearing in the Tender and in the TEC GRs shall mean that the support/capability/ provision etc for the referred functionality shall be provided in the network element(s) together with all the associated hardware, software licenses and all related databases for commercial exploitation by BSNL as part of the requirements under this Tender.
- 1.19 **“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.
- 1.20 **“Territory”** shall mean the Republic of India.
- 1.21 **“The Advance Purchase Order / Advance work order” or “Letter of Intent”** means the intention of PMA to place the Work Order on the bidder.
- 1.22 **“The Bidder”** means the firm or corporate entity who participates in this tender and submits its bid. Bidder will also mean Lead member in case of Consortium Bids.
- 1.23 **“The Contract Period”** the term is for 03 (three) years starting from signing date of agreement with BSNL.
- 1.24 **“The Contract Price”** means the price payable to the IE under the purchase order for the full and proper performance of its contractual obligations.
- 1.25 **“The Fibre Maintenance Agency (FMA)”** means the individual or firm or Company executing the AMC works of the existing Network.
- 1.26 **“The Goods”** means all the equipment, machinery, and/or other materials which the IE is required to supply to the PMA under the contract.
- 1.27 **“The Independent Engineer (IE)/ contractor” or “The Vendor”** means the Company or Consortium of companies executing the works under the contract. The bidder will become IE after signing of the agreement with the PMA.
- 1.28 **“The Purchaser”** means the USOF, DoT.
- 1.29 **“The Purchase Order/ Work Order”** order means the order placed by the BSNL on behalf of USOF, DoT on the IE signed by the PMA including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.30 **“Firm Work Order” (to PIA of ABP in a package):** Firm work order means the individual work order

under contract which will be issued to the contractor by CGM of respective BSNL Circle or his authorized representative on behalf of USOF after the survey report and BOQ approved by BSNL. However, the flexibility shall remain with respective CGM of BSNL Circle or his representative to further decide about the quantum of work in each firm order as per the local conditions. Accordingly, payment will be made for the works executed, goods supplied or/and services rendered based on the firm work order.

1.31 **“The Project Management Agency (PMA)”** means Bharat Sanchar Nigam Limited (BSNL), New Delhi. Here BSNL in the capacity of agent of USOF, DoT (Department of Telecommunications, Government of India) for the execution of this project, invites sealed tenders on behalf of USOF, DoT.

1.32 **“TOE”** shall mean the online Tender Opening Event.

1.33 **“Zone”** shall mean a cluster of LSA(s) in a given area in the Territory.

2. Eligibility Conditions

2.1 Kindly refer to clause 4 of SECTION – 1 i.e. detailed NIT.

3. Cost of Bidding

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

4. Composition of the Bid Document

4.1 The services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents.

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 Queries in respect of the tender document, if any, can be submitted through e-mail (mentioned in clause 18 of Section 1), latest by Time/ Date as mentioned in Clause 6 of the DNIT (Section 1). Any query received after this time/date may not be entertained. Only those queries received through email that are received by the PMA within the prescribed schedule and to the aforementioned email IDs shall be considered for issue of clarification. The format of the queries mentioned in SECTION – 7 PART S (to be submitted in MS Excel sheets only).

5.2 Copies of the query (without identifying the source) and clarifications by the PMA shall be made available to all the prospective bidders on e-tendering portal and BSNL Website.

5.3 Clarifications issued by BSNL, either by its own volition or in response to the queries raised by the prospective Bidders shall form an integral part of Tender Document and shall be treated as amendment of relevant clauses of the Tender Document.

6. Amendment of Bid Documents

6.1 The PMA 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 through BSNL's website or e-tender portal.

- 6.2 The amendments shall be notified as corrigendum through e-tendering portal to all prospective bidders 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, the PMA may, at its discretion, extend the deadline for the submission of bids suitably.

7. Documents Comprising the Bid

- 7.1 The bid prepared by the bidder shall ensure availability of the documents mentioned in Section 10.
- 7.2 It is reiterated that the Bid shall be in English language. All correspondence and documents relating to the Tender Document exchanged between the Bidder and the PMA shall also be in English language. However any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed by the Bidder for its correctness. Any document submitted with the Bid but not in English language shall not be treated as part of the Bid. The responsibility for the correctness of the translations if any solely rests on the Bidder and the PMA shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the Bid, the English translation shall prevail.

8. Bid Form

- 8.1 The bidder shall complete the bid form furnished in the Bid Documents, as per Section- 9 Part A.

9. Bid Prices

- 9.1 The bidder shall give the total composite price and applicable taxes. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the service it proposes to supply under the contract as per the price schedule given in Section-9 Part B. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the PMA.
- 9.2 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 The bidder shall also clearly mention the full 8/6 digit HSN/SAC code in the price schedule. The onus of providing correct & applicable taxes and duties along with HSN/SAC code rests with the bidder.

10. Documents Establishing Bidder's Eligibility and Qualification

- 10.1 The bidder shall also furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents. (Refer Section-10 for further details).
- a) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
 - b) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
 - c) Certificate of Incorporation.
 - d) Article or Memorandum of Association or partnership deed as the case may be.
 - e) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.

- f) Approval from Reserve Bank of India/ SIA in case of foreign collaboration, **if applicable**.
- g) Documentary proof of GST registration.
- h) Undertaking duly signed by Lead bidder and its consortium partner(s) stating that all of them shall be liable for due performance of the contract jointly and severally as per clause 12.8(d) (if applicable).

10.2 Documentary evidence for financial capability

- a) The bidder shall furnish positive Networth certificate from chartered accountant or financial soundness certificate from its bankers.

11. Documents Establishing Conformity of Goods and Services to Bid Documents

11.1 Pursuant to clause 8, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of services which he proposes to supply under the contract.

11.2 The bidder shall submit clause by clause compliance for all the terms and conditions of tender. Any deviation to the terms and conditions of tender shall not be accepted.

12. Bid Security/ EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Clause-1 & Clause 5 of Section-1 (DNIT).

12.2 DELETED

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

12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the PMA being non-responsive at the bid opening stage and archived unopened on etender portal for e-tenders.

12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the complete quantity of tender or on expiry of the period of the bid validity period (including any extension for bid validity agreed & accepted by bidder) prescribed by the PMA pursuant to clause 13 (whichever is earlier).

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance Purchase Order satisfactorily in accordance with clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the successful (L-1) bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 27 of this Section.

12.8 The necessary action shall be taken in case of following

- (a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the Bid form or extended subsequently, or
- (b) In the case of successful bidder, if the bidder fails:

- (i) to sign the contract in accordance with clause 26 or
 - (ii) to furnish performance security within the specified time in accordance with clause 28.
- (c) In both the above cases, i.e. 12.8 (a) & (b), the bidder may also be suspended for a period of 3 years starting from the date of act as stated therein, from being eligible to submit the bids for Contract with BSNL.
- (d) The Bidder or all the members of the consortium as the case may be, shall submit an irrevocable undertaking duly signed by it stating that the bidder shall be liable for due performance of the contract, failing which it shall be liable to be barred from having any business dealing with BSNL for a period of three years.

13. Period of Validity of Bids

13.1 Bid shall remain valid for period specified in clause 2 of Section 2. A bid valid for a shorter period shall be rejected by the PMA being non-responsive.

13.2 In exceptional circumstances, the PMA may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting 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, using Digital Signature, by the authorized person. 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.

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. A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.
- (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. A copy of the Partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.
- (d) In case, the bidder is a consortium, all the members of consortium shall execute a power of attorney in favor of the said attorney as per format prescribed in Section 7 Part P(i) & (ii).
- (e) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

- (f) Any individual authorized in writing to execute Contracts or other agreements or commitments or physically sign or digitally sign the bid documents etc. on behalf of the bidder company shall be one of the power of attorney holders of the bidder company as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of Section-4 Part A of the tender document. The letter of authorization shall be indicated by written power of attorney accompanying the bid.
- (g) If POA is issued on more than one person specific to this tender, any one of the persons authorized can sign the tender/bid documents.

15. Sealing and Marking of Bids

- 15.1 The bid should be submitted as per Clause 3 of tender information.
- 15.2 The Bid shall be digitally signed by the Bidder through the authorised signatory of the Bidder through the power of attorney issued by the Bidder.
- 15.3 The Bid shall be submitted online using two Envelope methodology. The first envelope- Technical part shall consist the eligibility requirements, technical specification and compliance as per clause 14. The second envelope- Financial part shall contain price schedule. The third envelope shall be submitted physically as provided in Clause 15.4.2.
- 15.4 The Bidder shall submit its Bid electronically along with some submissions in physical form on or before the Bid Closing Date as specified below:
- 15.4.1 The electronic Bid shall be submitted online together in two electronic envelopes/bid parts viz.:
- (i) Electronic Envelope 1: Technical and Commercial Bid along with the Bid security.
 - (ii) Electronic Envelope 2: Financial Bid.
- 15.4.2 Physical Envelope (Envelope 3):
- The Bidder is requested to submit the offline documents, as specified in clause 3.2 of Section-2, to AGM (MMT), BSNL Corporate Office, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001 on any date on or before bid submission end date or within 5 days after bid submission end date in a Sealed Envelope (Envelope-3).
- 15.4.3 The envelope shall bear (the project name), the Tender Enquiry number and the words 'DO NOT OPEN BEFORE' (due date & time). **It is clarified that apart from submitting the aforementioned documents physically, the Bidder shall mandatorily upload the scanned copy of all above said original documents as Bid-Annexure of Electronic Envelope 1 during Online Bid-Submission.**

16. Submission of Bids

- 16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.
- 16.2 The PMA 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 the PMA and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

17. Late Bids

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

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

19. Opening of Bids by PMA

- 19.1 The PMA shall open bids online in the presence of the authorized representatives of bidders online or physically present who chose to attend, at time & date specified in Clause 6 of DNIT (Section-1) on due date.

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 Section-7 Part C).

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

- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee.

- (i) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT or extended date. The financial bid will not be opened on the Date of opening of techno commercial bids in this case.

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

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

- (ii) In case of e tendering process, Information generated by e-tender system based on electronic forms will be deemed as 'Read out' information.

- 19.4 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.

- 19.5 The Bidder's name, bid prices, modifications, bid withdrawals and such other details as the PMA, at its discretion, may consider appropriate will be announced at the TOE.

- 19.6 The Bids that are proposed for rejection outright during the TOE by the bid opening team shall be dealt with in the following manner:

- (i) Though the Bidder is given an opportunity to explain its position to the bid opening team before the team decides to reject outright its Bid for non-compliance of any of the provisions mentioned in clause-12 and 31 of Section-4 Part A, if the person(s) representing the Bidder are not satisfied with the decision of the bid opening team, he/they can submit a representation to bid opening team immediately but in no case after the Bid opening Date with full justification against rejection quoting specifically the violation of tender conditions, if any pointed out by the bid opening team.

- (ii) The bid opening team will not return the bids submitted by the Bidders on the same day of Bid Opening Date even if it is liable for rejection and will preserve the Bids as unopened bids on the Portal.
- (iii) The in-charge of the bid opening team shall mention the number of Bids with name of company found unsuitable for further processing on the Bid Opening Date and number of representations received in bid opening minutes. If bid opening team is satisfied with the explanation of the Bidder/company mentioned in their representation and feel that there is prima-facie case for consideration, the in-charge of the bid opening team will submit the case for review to competent authority 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 Bid Opening Date will be returned to the Bidders after issue of P.O. against the Tender.
- (iv) If the competent authority/reviewing officer finds a case which is fit to open the Bid of the Bidder, this should be done by giving three (working) days' notice to all the Bidders to give an opportunity to desirous participants to be present on the occasion.

20. Clarification of Bids

- 20.1 To assist in the examination, evaluation and comparison of bids, the PMA 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 the PMA at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.
- 20.3 Post-bid clarifications, if any, shall be sought by BSNL through email. The bidder's response in this regard should be sent through the email id of authorized signatory only.

21. Deleted

22. deleted

23. Contacting the PMA

- 23.1 No bidder shall try to influence the USOF, DoT / PMA 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 the PMA in the PMA's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. Placement of Order

- 24.1 The PMA on behalf of USOF, DoT shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the PMA. The PMA reserves the right to counteroffer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to IE irrespective of their ranking

viz. L1/ L2/ L3 etc. keeping other levies & charges unchanged.

24.3 The PMA on behalf of USOF, DoT reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25. PMA's Right to Vary Quantities

25.1 PMA i.e. BSNL on behalf of USOF, DoT reserves the right to increase or decrease up to 25% of the quantities for intended services, as 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.

25.2 BSNL on behalf of USOF, DoT also reserves the right for placement of additional order or up to 50% of the additional quantities for intended services contained in the running tender/ contract within a period of fifteen months from the date of signing of Agreement in the tender at the same rate or at the rate negotiated (downwardly) with the existing IE considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

25.3 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the PMA reserves the right to place repeat order up to 100% of the quantities for intended services contained in the running tender /contract within a period of fifteen months from the date of signing of Agreement in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

26. PMA's Right to Accept any Bid and to Reject any or all Bids

26.1 The PMA i.e. BSNL on behalf of USOF, DoT 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 PMA's action.

27. Issue of Advance Work Order

27.1 The issue of an Advance Work Order shall constitute the intention of the PMA to enter into contract with the bidder on behalf of USOF, DoT.

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

28. Award of Contract

28.1 The signing of Agreement shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the PMA shall discharge the bid security in pursuant to Clause 12.

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 PMA may make the award to any other bidder at the discretion of the PMA or call for new bids.

30. DELETED

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, 12.2 & 13 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13 mentioned above in this section.
 - 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 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.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions (GCC), Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract; 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 Part B Price Schedule: Prices are not filled in as prescribed in price schedule.
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 PartA, 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 form 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 P.O. 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 PMA against Bidder(s) in case of Default

In case of default by Bidder(s), PMA will take action as specified in Appendix-I of this section.

33. BSNL's Right to Ban Business Dealings

33.1 BSNL reserves the right to ban business dealings with a bidder for a suitable period in case the

bidder fails to honour its bid without sufficient grounds (also refer Appendix-I of this section).

33.2 BSNL may declare the successful bidder (IE) as non-performer against the contract, if it fails to perform the works as per the agreed terms & conditions and timelines.

34. Near-Relationship Certificate (Applicable for non-PSU consortium members only)

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

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

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

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

34.4 The format of the certificate is given in Section-6 Part B.

35. Verification of Documents and Certificates

35.1 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.

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

35.3 After the placement of APO, the successful vendors have to show the original eligible criteria documents to the officer/committee nominated by competent authority for verification. The PO will be placed on the vendor only on successful verification of documents as above, apart from fulfilment of tender conditions.

36. Deleted

37. Deleted.

38. The following terms may be used interchangeably:

(a) EMD (Earnest Money Deposit) **OR** Bid Security **OR** EMBG (EMD in BG form) **OR** Insurance Surety Bond for Bid security.

(b) Performance Security **OR** PBG **OR** Performance Guarantee

- (c) APO (Advance Purchase Order) OR AWO (Advance Work Order) OR LOI (Letter of Intention)
- (d) Contract Agreement **OR** Contract signed at the agreed rates, terms & conditions of APO (Advance Purchase Order) **OR** AWO (Advance Work Order) **OR** LOI (Letter of Intent) accepted by successful bidder.
- (e) PO (Purchase Order) **OR** WO (Work Order) issued for actual required quantities of work, at the rates and other terms & conditions finalized through tender and mentioned in the Contract Agreement or Contract
- (f) IE **OR** Contractor **OR** Successful Bidder
- (g) Reference to different sections of the Tender document (RFP) in the formats-
- (h) <Section No.> <-><Sub-section No.> **OR** <Section No.> <" Part"><Sub-section No.> e.g. "Section-IV-A" **OR** "Section-IV Part-A" **OR** "Section IV (Part-A)".
- (i) CNOC **OR** C-NOC **OR** Central NOC
- (j) SNOC **OR** S-NOC **OR** State NOC
- (k) Bid date **OR** Bid Submission end date **OR** Bid closing date.
- (l) E-tender portal **OR** CPPP **OR** NIC e-tender portal for online bid submission

Appendix – I to Section 4 Part A

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

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

SECTION 4 PART B

S. No	Defaults of the bidder / vendor.	Action to be taken
A	B	C
		ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the PMA may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the PMA may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL. (b) for Quantity in excess of that supplied by Vendor to BSNL. (c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 20 of Section III 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	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that :	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for

S. No	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	<p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/Sabotages functioning of the BSNL network equipment such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>c) undertakes any action that affects/ endangers the security of India.</p>	<p>3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor, if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>(i) Termination/ Short Closure of the PO/ WO.</p> <p>(ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>(iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>(iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part)</p> <p>(v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the PMA may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>(vi) Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	<p>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 with BSNL.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any</p>

SECTION 4 PART B

S. No	Defaults of the bidder / vendor.	Action to be taken
A	B	C
		degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the PMA may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	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) in spite 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/Goods and Services Tax / 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/ IE 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/ IE fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ IE fails to submit required documents/ information, where required.	

SECTION 4 PART B

S. No	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ IE.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of other sections of this tender.		
Note 8:- In case of clash between these guidelines & provision of other sections of this tender, the provision of other sections shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC 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 Preliminary Evaluation:

- (a) The Bids of only those Bidders, whose Bid Processing Fee and Bid Security are in order, only, will be accepted.
- (b) Bidders need to fulfill all the Pre-qualification conditions mentioned in the RFP. The technical committee will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- (c) Bids of Bidders whose Pre-qualification proposal does not meet the set criteria shall be rejected forthwith.
- (d) Bids shall be summarily rejected due to incomplete documentation or late receipt.

1.2 Bids conforming to minimum eligibility criteria and other terms and conditions stipulated in the EOI shall only be considered as responsive and shall be considered for further evaluation process which will be done for each package separately.

1.3 Responsive Bids shall be evaluated both in terms of 'Quality/Technical' as well as 'Quoted Price' i.e. Quality & Cost Based Selection (QCBS) methodology. **The weightage for the 'Quality' is 70 (seventy) and the weightage for the 'Quoted' price is 30 (thirty).**

1.4 Bidder scoring over-all highest weightage "Evaluated Bid Score" will be declared / selected as H1 for each package separately.

1.5 **Weightage for Quality/Technical evaluation:** The marks allocated against various sub-sections under 'Quality' of Bid shall be as hereunder:

S.No	Item for Selection	Maximum Marks (Out of total 100 Marks)
i	Turnover: Audited Average annual turnover of the Sole Bidder or Lead member of the consortium for the last three financial years i.e. FY 2021-22, FY 2022-23, FY 2023-24.	15 marks
ii	Experience of completing Network Acceptance Testing / Third Party Audit/ Project consulting/ Project Management consisting of OFC laying work and/or other underground utility works (as defined in Eligibility Criteria at point-4 of Clause-4.2 under Section-I of this RFP) (in Kms) from 01.04.2017 till bid submission date, by the Sole Bidder or jointly by the members of consortium.	30 marks
iv	Experience of completing Network Acceptance Testing/Third Party Audit/ Project consulting/ Project Management	15 marks

	consisting of active nodes (in numbers) from 01.04.2017 till bid submission date , by the Sole Bidder or jointly by the members of consortium Note: The active nodes to be considered for this criterion can be Routers, Layer-3 Switches, BNGs, PTNs/CPANs, DWDM, OLTs of 16 or more ports, enode-B, BTS and OTN	
v	Average Number of permanent staff on monthly basis, on payroll of Sole Bidder or Lead Member of Consortium, during last 12 months prior to the month during which this Tender Notice is issued.	15 marks
vi	Understanding of Scope, Deliverables Approach, Proposed Strategy & Methodology of Project Planning, Past Success Stories, qualification & experience of Key personnel proposed to be deployed, proposed tools/applications to be used to make its deliverables most efficient and effective by the IE (to be evaluated on the basis of written submission & Interview/ Presentation to the Selection Committee).	25 marks

Note: All the bidders will be called for interview / presentation by a Selection Committee constituted by the Competent Authority.

1.6 Process for Awarding Quality / Technical Marks:

a. Turnover (Total Marks=15):

S.N.	Turnover: Audited Average annual turnover of the Sole Bidder or Lead member of the consortium for the last three financial years i.e. FY 2021-22, FY 2022-23, FY 2023-24.	
	Minimum Turnover required	Rs. 200 Cr
a.	Turnover \geq Rs. 400 Cr	15 marks
b.	Turnover between 400-350 Cr	12 marks
c.	Turnover between 350-300 Cr	10 marks
d.	Turnover between 200-300	8 marks

b. Experience of OFC laying work and/or other underground utility works (Total Marks=30):

S.N.	Experience of completing Network Acceptance Testing / Third Party Audit/ Project consulting/ Project Management consisting of OFC laying work and/or other underground utility works (as defined in Eligibility Criteria at point-4 of Clause-4.2 under Section-I of this RFP) (in Kms) from 01.04.2017 till bid submission date, by the Sole Bidder or jointly by the members of consortium.	
	Minimum Experience required	30,000 Kms
a	Experience \geq 60,000 Kms	30 marks
b	Experience between: 60,000 – 50,000 Kms	25 marks
c	Experience between: 50,000 – 40,000 Kms	20marks
d	Experience between: 40,000 – 30,000 Kms	15marks

SECTION 4 PART B

c. Experience of Active Nodes (Total Marks=15):

S.N.	Experience of completing Network Acceptance Testing/Third Party Audit/ Project consulting/ Project Management consisting of active nodes in last 7 (seven) years as on bid submission date, by the Sole Bidder or jointly by the members of the consortium	
	Minimum Experience Required	2500 Nodes
a	Experience \geq 5000 Nodes	15Marks
b	Experience between: 5000 – 4000 Nodes	12 Marks
c	Experience between: 4000 – 3000 Nodes	10 Marks
d	Experience between: 3000 – 2500 Nodes	8 Marks

d. Number of Manpower on Payroll (Total marks=15):

S No	Average Number of permanent staff on monthly basis, on payroll of Sole Bidder or Lead Member of Consortium, during last 12 months prior to the month during which this Tender Notice is issued.	
	Minimum number of permanent staff required of the level of PD	4
a	Number of permanent staff of the level of PD \geq 8	5 Marks
b	Number of permanent staff of the level of PD between 8-4	3
	Minimum number of permanent staff required of the level of PM	20
a	Number of permanent staff of the level of PM \geq 40	5 Marks
a	Number of permanent staff of the level of PM between 40-20	3
	Minimum number of permanent staff required of the level of Team Lead (TL)	36
a	Number of permanent staff of the level of TL \geq 72	5 Marks
b	Number of permanent staff of the level of TL between 72-36	3

1.7 **Process for Awarding Financial Marks:** Following process shall be adopted for awarding Financial Marks (Total 100 Marks):

- i. Financial bids of those bidders only shall be opened whose score in Quality criteria is equal to or more than 50% marks. If there is only single bidder scoring \geq 50% marks (out of total 100 marks for Quality criteria), financial bids of 2 (two) highest scoring bidders, including the bidder scoring \geq 50% marks, shall be opened and shall be considered for further evaluation as per the Evaluation Criteria given below:

- a. The bidder shall quote “Total cost for Services including manpower, inspection, audit and all other activities as per scope of work (refer section 3 part A of the RFP) including any professional fees etc. for construction period of 3 years” in the format given in Price

SECTION 4 PART B

Schedule. Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Schedule.

- b. Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST / UTGST or IGST).
- c. Financial marks shall be awarded in following manner (for each package separately):
 - The bidder quoting Lowest Financial bid shall be awarded 100 marks.
 - Remaining bidders shall be awarded marks on the basis of inverse proportions.
i.e. Financial Marks awarded to a bidder = (Lowest Quoted price / Quoted price by the bidder) x 100 marks.
- d. Bidder scoring over-all highest Evaluated Bid Score as per below will be declared as H1, for each package.

Evaluated Bid Score = Technical Marks x A + Financial marks x B

A = 0.7 (The weightage for 'Quality' is 70 %)

B = 0.3 (The weightage for 'Quoted price' is 30 %)

Note: The Evaluated Bid Score shall be considered up to two decimal places.

- e. Contract shall be awarded to the bidder with the highest Evaluated Bid Score.
- f. In the event of two or more bids having the same highest Evaluated Bid Score, the preference should be given in the order of **higher score** for 'Financial Marks -> 'Experience for OFC/Underground Utility laying -> 'Experience for Active Nodes' -> 'Turnover' -> 'Interview/Presentation'. In case of further tie, BSNL will reserve the right to select any of the Bidder based on the Selection Committee report.
- g. After finalization of H1 for all Packages, if any bidder is H1 in more than 2 packages, such H1 bidder will be awarded only top 2 packages out of the packages in which he is H1 (the packages with highest estimated RKM is numbered as 1 and other packages are numbered in descending order of estimated RKM).
- h. For the packages which are dropped by H1 bidder due to limiting the maximum number of packages to 2, H2 will be considered on lower of the Cost (in Financial Bid) quoted by H1 or H2 bidder. In case, H2 does not accept the lower of the Cost quoted by H1 or H2, bid of H3 shall be considered on the lower of the Cost (in Financial Bid) quoted by H1 or H3; and so on. If none of the bidder agrees, such package shall be awarded to H1 at his quoted rate irrespective of any number of packages are already awarded to that Bidder and it will be binding on H1 to accept the offer.
- i. The condition related to allotment of maximum number of packages as mentioned in above shall also be applicable to such bidders having any common Directors/ Partners including the consortium partners.
- j. Separate package wise e-tenders are to be participated. Bidders shall submit their bids separately in each of the packages in which they want to participate, further there is no

restriction for the bidder to participate in any minimum or maximum no of packages (subject to eligibility).

2. Distribution of Quantities

- 2.1 BSNL intends to limit the number of successful bidders to one (01) only i.e. L1 bidder, as mentioned in the clause 1.6 of section 4 Part B.
3. BSNL reserves the right to offer counter offer price(s) against the price(s) quoted by any bidder.
4. Quantity to be quoted in the bid by the bidder is for 100% of the tendered quantity.
5. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
6. Guidelines for submission of soft-copy of the Bid:

The following guidelines shall be observed in submitting the soft copy of the Bid:

- (i) The softcopy of the technical and commercial offer shall contain documentation with complete details to verify the compliance to the requirements provided in the Tender.
- (ii) **The softcopy of the Price Schedule in the financial Bid shall be in Microsoft Excel.** The Excel sheet shall be set for precision of two decimals only [i.e. for paise only] and the display shall also be set accordingly.

7. Verification of Document and Certificates

- 7.1 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.
- 7.2 All the technically responsive bidders shall have to furnish originals of all documents of their eligibility criteria documents (submitted with bid) for verification by BSNL before financial bid opening. The financial bid opening shall be subject to satisfactory verification.
- 7.3 If any document/ paper/ certificate submitted by the participant bidder is found/ discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the PMA shall take action as per Appendix-I to Section-4 Part-A of this document.

8. Instructions for members of Consortium

- 8.1 The Bidder shall be required to execute the contract for a package. In case the Bidder is a Consortium, it shall comply with the following additional requirements:
 - (i) Number of members in a consortium shall not exceed 3 (three);
 - (ii) subject to the provisions of sub-clause (i) above, the Bid should contain the information required for each member of the Consortium;
 - (iii) Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"). The nomination(s) shall be supported by a Power of Attorney, in the format at Section 7 Part P (ii), signed by all the other Members of the Consortium;
 - (iv) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to their obligations;
 - (v) An individual Bidder cannot at the same time be member of a Consortium bidding for the same Package. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium for the same Package;

- (vi) The members of the Consortium bidding for the Package shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Section 7 Part O (the “**Joint Bidding Agreement**”), for the purpose of making the Bid and submitting a Bid in the event of being qualified. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
- (a) clearly mention the name of Lead Member, other members and proposed roles and responsibilities, if any, of each member;
 - (b) include the commitment that each of the members, whose experience will be evaluated for the purposes of this RFP, shall discharge the obligations specified by the Bidder
 - (c) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the consortium in relation to the Project until the Appointed Date is achieved in accordance with the contract;
 - (d) include a provision that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to the Contract Agreement and BSNL shall be entitled to rely upon any such action, decision or communication of the Lead Member. BSNL shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.
 - (e) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of BSNL.

8.2 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with the provisions of this RFP;
- (d) in case the Bidder is a Consortium, each Member should satisfy the qualification requirements to the extent specified herein.

8.3 **Change in role of Consortium Members**

- (a) By submitting the Bid, the Bidder acknowledges that it will be qualified on the basis of Financial Capacity and Technical Capability of the Consortium Members who shall discharge their obligation as specified in the Bid.
- (b) By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in the role of the Lead Member and Consortium Member whose Financial Capacity and Technical Capability was taken into consideration for the purposes of qualification under and in accordance with this RFP, the Bidder shall be deemed to have the knowledge of the same and shall inform BSNL forthwith along with all relevant particulars about the same and BSNL may, in its sole discretion, disqualify the Bidder or

withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Agreement but prior to sign off of the project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without the competent authority being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Agreement, the competent authority shall be entitled to forfeit and appropriate the Bid Security and Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the competent authority under the Bidding Documents and / or the Agreement or otherwise.

SECTION 4 PART C

Special Instructions to Bidders for e-Tendering

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app> .

1. Registration

- 1.1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 1.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.

2. Searching for Tender Documents

- 2.1 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.
- 2.2 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.
- 2.3 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.

3. Preparation of Bids

- 3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 3.2 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.

- 3.3 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.
- 3.4 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.*

4. Submission of Bids

- 4.1 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.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD ,as applicable and enter details of the instrument.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.

SECTION 4 PART C

- 4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.9 Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. Offline Submissions

In addition to online submission, the bidder shall also submit the following documents offline in original to the Deputy Manager (MMT), Bharat Sanchar Nigam Limited, MM Cell 2nd floor, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001 in a Sealed Envelope, as per the instructions given in the tender document, otherwise the bid shall not be evaluated.

- Power of Attorney for signing of Bid
- Bid Security
- Tender Fee or supporting documents for claiming exemption of tender fee.

6. Assistance to Bidders

- 5.1 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.
- 5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

0120-4200 462/4001 002/4001 005

International Bidders are requested to prefix +91 as country code.

Email Support:

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical – support-eproc@nic.in

Policy Related – cppp-doe@nic.in

For any technical related queries please call at NIC Help Desk Number (between Monday to Friday, 9 AM to 5 PM) **CPPP-nic@nic.in +91 1124305265.**

SECTION 5 PART A

General (Commercial) Conditions of Contract (GCC)

1. General Conditions of Contract

The General Conditions of Contracts provide the terms and conditions applicable to the IE for the provision of Services.

2. DELETED

3. Patent Rights

The IE shall indemnify the PMA against all third-party claims of infringement of patent, trademark or industrial design rights arising from Services or any part thereof in Indian Telecom network.

4. Performance Security

- 4.1 The Bidder (including Micro and Small Enterprise bidders) shall furnish Performance Security to the PMA for an amount equal to 5% of the all-inclusive value of Advanced Purchase Order within 14 days from the date of issue of Advance Work Order by the PMA. In case of Consortium, minimum 50% of the Performance Security shall be furnished by the Lead member of the Consortium.
- 4.2 The Performance Security referred to in Clause 4.1 above is for the performance of the terms and conditions of this Tender and shall be forfeited by BSNL in case of any breach of or failure to perform the terms and conditions of the agreement or in case of loss or damage caused to or would be caused to or suffered by BSNL by reason of breach or renewal of the PBG or in any outstanding amount due to BSNL in terms of the agreement.
- 4.3 The performance security bond shall be in the form of Bank Guarantee or insurance surety bond issued by a nationalised/scheduled Bank or Insurance company approved by IRDA and in the form provided in Section 7 respectively of this Tender. Validity of such performance security shall be 3½ years. Validity shall be got extended by IE as and when required to cover the extensions of delivery period (if any) and be valid for six months beyond the date of such extensions.
- 4.4 The Performance Security will be discharged by BSNL on behalf of USOF, DoT after completion of the IE's performance obligations including any warranty obligations under the Contract.

5. Inspection and Tests

- 5.1 The USOF, DoT or PMA or its representative(s) shall have the right to validate the services being provided by the IE during the Contract Period.

6. Deleted

7. Deleted

8. Deleted

9. Deleted

10. Deleted

11. Payment Terms

- 11.1 The payment terms shall be governed by Clause-4 of section-5 Part B.

11.1.1 Necessary declaration, statutory forms (if any) shall be arranged by PMA i.e. BSNL on behalf of USOF, DoT to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.

12. Prices

12.1 Prices charged by the IE for goods delivered and services performed under the contract shall not be higher than the prices quoted by the IE in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.

12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

(a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time

(b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, USOF, DoT shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.

(c) In case of increase in duties/taxes during the scheduled delivery period, the PMA on behalf of USOF, DoT shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

12.3 However, benefit impact of any increase or decrease in these taxes/duties shall be passed on to the Purchaser i.e. USOF, DoT by the IE.

13. Changes in Purchase Orders

13.1 The PMA on behalf of USOF, DoT may, at any time, by a written order given to a IE, make changes within the general scope of the Contract regarding the services to be provided by the IE.

13.2 If any such change causes an increase or decrease in the cost and quantity of, or the time required for the execution of the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any proposal by the IE for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. Subcontracts:

14.1 The IE shall notify the PMA in writing, of all subcontracts awarded under this Contract if not already specified in his Bid. Such notification, in his original bid or later shall not relieve the IE from any liability or obligation under the Contract.

14.2 Even in such cases, IE shall ensure the quality of services as envisaged in this document, with robust mechanism of monitoring and quality check, as the responsibility of contract lies with the IE only. Sub- Contracting, shall not relieve IE from any liability or obligation under the Contract.

14.3 If the performance of IE, for any contractual responsibility, is delayed due to any sub-contracted work, the applicable penalties/ LD shall be twice the penalties mentioned in clause-3 of Section 5 Part B.

15. DELETED

16. Liquidated Damages

16.1 The liquidated damages shall be applicable as specified in clause 3 of Section- 5 Part B.

16.2 The total value of the liquidated damages shall be limited to a maximum of 12% (Twelve percent)

of the package cost.

17. Force Majeure

- 17.1 Neither BSNL/ USOF, DoT nor IE shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of USOF, DoT / BSNL or IE including but not limited to fire (including failure or reductions), acts of God, acts to the public enemy, war, insurrections, riots, strikes, lockouts, sabotage, lightening ,any law, status or ordinance, thereof of any other local authority, or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement, and cessation of such contingencies, and if such contingencies continue beyond three months. Both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.
- 17.2 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 PMA on behalf of USOF 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.
- 17.3 Event of Force Majeure shall not include:
- 17.3.1 Strikes, collective bargaining agreements between the IE or its subcontractors with their employees resulting in a delay in performance of the IE's obligations under the Contract and labor disputes of any kinds (other than strikes, labor delay or stoppage or other labor disputes, on an industry wide, region wide or nationwide basis);
- 17.3.2 Late delivery of services caused by IEs' subcontractors or due to inefficiencies on the part of the IEs or its subcontractors.
- 17.4 Relief under this Clause 17 shall not be given unless the Party intending to claim relief has, by notice to the other Party within ten (10) days of becoming aware of an Event of Force Majeure or if later, within ten (10) days of an Event of Force Majeure having an effect upon the performance of such Party's obligations under this Contract, informed the other Party that it desires to claim relief under this Clause 17. Such notice shall include such relevant information as is available, including without limitation, a description of the Event of Force Majeure and the date of its occurrence, the effect of such Event of Force Majeure upon the performance of such Party's obligations, the expected duration of such Event of Force Majeure and its effects and the actions it is taking in order to comply with this Clause 17.
- 17.5 As soon as practicable after the occurrence of an Event of Force Majeure, the Party affected shall:
- 17.5.1 use its best endeavours to prevent and reduce to a minimum and mitigate the effects of the Event of Force Majeure, including where appropriate and having recourse to alternate acceptable sources; and

- 17.5.2 use its best endeavours to perform its obligations to the maximum extent practicable. Relief under this Clause 17 shall cease to be available to a Party if it fails to use such best endeavours.
- 17.6 Subject to above clauses, the Party affected by an Event of Force Majeure shall be relieved from liability and shall not be construed to be in default in respect of any obligation hereunder to the extent that and for so long as the failure to perform such obligation shall be due to an Event of Force Majeure.
- 17.7 If an Event of Force Majeure has occurred that results in delay in performance of the obligations of the Parties, in excess of thirty (30) calendar days, the Parties may, enter into good faith negotiations regarding adjustments to the relevant terms of this Contract or the relevant Purchase Order. If any Event of Force Majeure prevents, or the Parties agree that such an Event of Force Majeure will prevent, the IE from fulfilling its obligations under the Contract for a continuous period of more than 60 days. Either Party may terminate this Agreement or corresponding Purchase Order in accordance with the provisions hereof. \

18. Action by PMA against IE in case of Default

18.1 In case of default by IE such as

- a. Failure to deliver service obligation within the time period(s) specified in the contract, or any extension thereof granted by the PMA pursuant to clause 16 of this section.
- b. Failure to perform any other obligation(s) under the Contract; and
- c. Or any other default whose complete list is enclosed in Appendix-I of Section-4, Part A.

18.2 PMA will take action as specified in Appendix-I of Section-4, Part-A.

19. Deleted

20. Dispute Resolution:

Settlement of commercial disputes between CPSEs inter se and CPSE(s) and Government Department(s)/ Organization(s):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or differences shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSE's Disputes) as mentioned in **DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022** and the decision of AMRCD on the said dispute will be binding on both the Parties.

21. Tax Indemnity Clause

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

22. Termination for Default

22.1 BSNL on behalf of USOF, DoT may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the IE, terminate this contract in whole or in part.

- (a) if the IE fails to deliver any or all of the goods & services within the time period(s) specified in the contract, or any extension thereof granted by BSNL pursuant to clause 15.
- (b) if the IE fails to perform any other obligation(s) under the Contract; and
- (c) if the IE, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as BSNL may authorize in writing) after receipt of the default notice from BSNL.

22.2 In the event BSNL on behalf of USOF, DoT terminates the contract in whole or in part, BSNL may procure, upon such terms and in such manner as it deems appropriate, works similar to those undelivered and the IE shall be liable to USOF, DoT for any excess cost for such similar works. However, the IE shall continue the performance of the contract to the extent not terminated.

22.3 BSNL reserves the right to discontinue the contract any time in future depending upon directions from USOF, DoT.

23. Termination (Insolvency & Convenience)

23.1 Termination for Insolvency: BSNL on behalf of USOF, DoT may at any time terminate the Contract by giving written notice to the IE, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to USOF, DoT/ BSNL.

23.2 Termination for Convenience: BSNL on behalf of USOF, DoT, may, by prior written notice sent to the contractor at least 03 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for USOF, DoT's/ BSNL's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

23.3 BSNL reserves the right to discontinue the contract any time in future depending upon directions from USOF, DoT.

24. Deleted

25. Set Off

25.1 Any sum of money due and payable to the IE (including security deposit refundable to him) under this Contract may be appropriated by the Purchaser i.e. USOF, DoT or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the PMA 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 IE with the PMA or BSNL or such other person(s) contracting through the BSNL.

26 Deleted

27 Deleted

28 Fall Clause

- 28.1 The prices once fixed will remain valid during the Scheduled Delivery Period except for the provisions in clause 12.1 of section 5 Part A.
- 28.2 Further, if at any time during the Contract:
- (a) It comes to the notice of PMA regarding reduction of price for the same or similar service; and/or
 - (b) The prices received in a new tender for the same or similar service are less than the prices chargeable under the Contract.
- 28.3 The PMA, for the purpose of extension to the delivery period, if any, will determine and intimate the new price to the IE, taking into account various related aspects such as quantity, geographical location etc. and the date of its effect for the balance service. In case the IE does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the PMA on behalf of USOF, DoT shall have the right to terminate the Contract without accepting any further supply of service. This termination of the Contract shall be at the risk and responsibility of the IE and the PMA reserves the right to purchase the balance unsupplied service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.
- 28.4 The vendor while applying for extension of time for delivery of services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.":
- 28.5 In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

29 Court Jurisdiction

- 29.1 Any dispute arising out of the Tender Document/ Bid / evaluation of Bids/ issue of AWO shall be subject to the jurisdiction of the competent court at New Delhi.
- 29.2 Where a IE has not agreed to dispute resolution as per clause-20 of Section 5 Part A, 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 the Contract/ Work Order has been issued.
- 29.3 Accordingly, a stipulation shall be made in the contract/ WO, by contract/ WO issuing Circle, as under. "The Contract/ PO is subject to jurisdiction of Court at only".

30 GST Invoice and Compliances

- 30.1 All the details of IE (name, address, GSTIN/ unregistered IE, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice issued in the name of USOF, DoT.
- 30.2 GST compliant invoice / supplementary invoice/Credit Note/ Debit Note/ Receipt Voucher with IRN and QR Code need to be issued in name of USOF, DoT and timely within the time prescribed under GST law.
- 30.3 In case of any deficient/incomplete/rejected supply, PMA i.e. BSNL on behalf of USOF, DoT shall convey the same in a reasonable time to enable the supplies to issue credit note and take tax adjustment.
- 30.4 It would be the responsibility of the IE to declare correct information on invoice issued in the name

of USOF, DoT and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to USOF, DoT on account of default by the IE, the same would be recovered from the IE.

- 30.5 Registered location of the both the parties i.e. USOF, DoT and IE should be mentioned in the agreement with GSTIN No. Further, IE should raise invoices at the registered premise of USOF, DoT for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 30.6 PMA i.e. BSNL can at any time instruct the IE to raise its invoices at a particular location of USOF, DoT
- 30.7 It is the responsibility of the IE to ensure that place of supply and the GSTIN (in any) of USOF, DoT are in the same state. If for any reason they are not in the same state, the IE shall intimate to PMA i.e. BSNL and give adequate time before raising of the invoice to USOF, DoT.
- 30.8 IE shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable USOF, DoT to claim tax benefit on or before the stipulated time period provided by the GST law.
- 30.8.1 It is the responsibility of the IE to ensure that outward supply return (GSTR1) would be filed correctly. If not, then cost would be borne by IE.
- 30.8.2 Reporting of correct outward supply by IE in the outward return (GSTR-1) is the responsibility of the IE. In case of mismatch because of IE's fault, prompt amendments must be made by the IE else IE would be required to indemnify BSNL of the loss of credit due to mismatch. The compliances to be adhered by IE includes (but is not limited to) the following:
- (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
 - (ii) IE needs to pay the entire self-assessed tax on timely basis.
 - (iii) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by IE then credit on such invoice will not be given provisionally but only after matching. So, acceptance of changes made by USOF, DoT on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by IE. Such changes w.r.t. the mismatch are required to be accepted by IE within the time limit prescribed under the GST law. It should be noted that in case IE does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the IE. In case of mismatch because of IE's fault, prompt amendments must be made by the IE else IE would be required to indemnify USOF, DoT for the losses of credit and interest paid due to mismatch.
 - (iv) IE to issue all necessary documentation and perform all necessary compliances for USOF, DoT to be eligible to claim the input tax credit of GST tax to them. In case USOF, DoT is unable to claim the input tax credit, the amount w.r.t. GST charged by the IE would be recovered from the IE
 - (v) A self-declaration along with evidence that the bidder is not backlisted by GST authorities. In case IE gets black listed during the tenure of contract, then IE must indemnify BSNL to ensure that no loss of input tax credit is borne by USOF, DoT due to default of IE.
- 30.9 Refer Annexures below (placed as Annexure- I to Section 5 Part A) for clause stating that all the details of IE (name, address, GSTN/ unregistered IE, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 30.10 Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.

30.11 It shall be the responsibility of the IE to mention State of place of supply of goods/services in the invoice issued to USOF.

- (i) If the IE fails to furnish necessary supporting documents i.e. GST invoices in the name of USOF, DoT / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available to the PMA i.e. USOF, DoT (as applicable to this tender), the amount pertaining to such Duties/Taxes will be deducted from the payment due to the IE.
- (ii) Tax amount will be paid to the IE only after the IE declares the details of the invoices in its return in GSTR-1 and GSTR-3B uploaded by the IE and after submission of proofs of GST compliances.
- (iii) TDS/ TCS under Income Tax Act 1961 & GST Acts shall be deducted by BSNL on behalf of USOF, DoT under PAN/TAN/ GSTIN as a Tax deductor of USOF, DoT at the prescribed rate, if any (as the case may be).
- (iv) BSNL on behalf of USOF, DoT can adjust/ forfeit Bank Guarantee obtained from the IE against any loss due to non compliances towards Tax Laws on account of IE's default.
- (v) In case USOF, DoT has to pay GST on reverse charge basis, the IE would not charge GST on its invoices. Further, the IE undertakes to comply with the provisions of GST law as may be applicable.

Annexure – I to Section 5 Part A

S.N.	Particulars of "Receipt Voucher"
1	Name and registered address of IE
2	GST registration number of IE
3	Name of USOF, DoT entity
4	`Bill to' and `Ship to' address of USOF, DoT
5	GST registration Number of USOF, DoT
6	Date of document issued
7	Document Number
8	Place of Supply (including State)
9	Amount of advance taken
10	Type of TAX (CGST, SGST and IGST)
11	Rate of TAX
12	Quantity of goods
13	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.
<p>Note: Invoice issued at a later stage against receipt voucher to mention this document number. Refund voucher to be issued against the advances received if no supply is made and no invoice is raised.</p>	

Sr. No.	Particulars of "Input Invoice"
1	Name and registered address of IE
2	GST registration number of IE
3	Name of USOF, DoT entity

SECTION 5 PART A

Sr. No.	Particulars of "Input Invoice"
4	`Bill to' and `Ship to' address of USOF, DoT
5	GST registration Number of USOF, DoT
6	Date of Invoice
7	Invoice number
7A	QR Code and IRN number
8	Place of Supply (including State)
9	Type of TAX (CGST, SGST and IGST)
10	Rate of TAX
11	Value of goods/service and type/rate/amount of TAX should be separately mentioned
12	Quantity of goods
13	Total value of Invoice
14	Description of Supply of goods/service
15	HSN code in case of goods
16	Accounting code in case of service
17	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.

31 Term and Extension of the Contract

- 31.1 The term of this Contract shall be three (03) years. Contract may be extended for a suitable term on need basis and on mutual consent.
- 31.2 BSNL shall reserve the sole right to grant any extension to the term of each work order above against the request of IE and shall notify in writing to the IE within 15 days of the request, whether it shall grant the IE an extension of the term. The decision to grant or refuse the extension shall be at BSNL's discretion. Accordingly, the Bank Guarantee of the same amount shall be extended up to extended period of the Contract, if required.
- 31.3 Where BSNL is of the view that no further extension of the term be granted to the IE, BSNL shall notify the IE of its decision at least 3 (three) months prior to the expiry of the term. Upon receipt of such notice, the IE shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, BSNL shall either appoint an alternative contractor or create its own infrastructure to operate such services as are provided under this Contract. BSNL shall make payment for work executed for the extended period post contract expiry.

SECTION 5 PART B

Special (Commercial) Conditions of Contract

1. Independent Engineer (IE) Obligations

1.1 The Independent Engineer must diligently execute the tasks and responsibilities as per Scope of work defined in section 3 Part A

1.2 All documents to be submitted by the Independent Engineer (IE) to BSNL must be certified by the Project Manager or Project Director of the IE. The certifying authority must be a permanent staff member of the CPSU.

1.3 Team Deployment

(a) Bidder shall deploy its key personnel as per Work Breakdown Structure (WBS) mentioned in Section 7 Part K (Package level staff). The key personnel shall be Permanent staff of the Sole or lead bidder which refers to those already employed with the firm for at least one year prior to the month during which this Tender Notice is issued.

(b) The manpower requirement, as enumerated in the tender (as mentioned in Section 7 Part K including NE and FT) , is the minimum requirement. The IE may assess the manpower requirement at different stages of the project and increase the number of personnels at any level to meet the timeline(s) of project activities (as per clause 2 of section 3 part A) , without compromising the quality of output to avoid penalties , as per scope of work.

(c) IE shall take corrective action on the member(s) of the IE team, in case of non-performance of respective duties as per scope of work as indicated by BSNL.

(d) IE should submit profiles of those resources who shall be deployed on the project. Any change of resources should be approved by the BSNL and compensated with equivalent or better resource.

(e) In case of change in its team members, IE shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover /takeover of documents and other relevant materials between the outgoing and the new member.

(f) IE shall ensure that the team is competent professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this contract. IE shall ensure that the services are performed through the efforts of the IE, s team, in accordance with the terms hereof and to the satisfaction of the BSNL. Nothing in this contract relieves IE from its liabilities or obligations under this contract to provide the services in accordance with the BSNL directions and as stated in the contract.

(g) IE representative shall have all the powers requisite for the execution of the scope of work and performance of services under the contract. IE representatives shall liaise with the BSNL officials for the proper coordination and timely completion of the works and on any other matters pertaining to the works. IE shall be fully responsible for supervision/ inspection/ observation of the equipment/goods/material, procedures, performance, progress, reports and records pertaining to the PIA works. He shall also to ensure compliance of rules, regulations and safety practice by PIA personnel.

(h) IE shall coordinate with the BSNL and stakeholders before commencement of work at any of the area. The work should start post approval from the BSNL.

(i) In event of dispute, IE shall mediate and assist to resolve the issue of PIA.

SECTION 5 PART B

1.4 Project Plan

- (a) Within 15 calendar days of WO, IE shall submit to the BSNL for its approval a detailed project plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the works. The plan so submitted by IE shall confirm to the requirements and timelines specified in the contract. The BSNL and IE shall discuss and agree upon the work procedures to be followed for effective execution of the works, which IE intends to deploy and shall be clearly specified
- (b) The project plan shall include but not limited to project organisation, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with the industry best practices, project plan and delivery schedule in accordance with the contract. Approval by the BSNL representative of the Project Plan shall not relieve IE of any of his duties or responsibilities under the contract
- (c) If IE work plans, for the purpose of discharging its scope of work, necessitate a disruption/shutdown in BSNL operation, the plan shall be mutually discussed and developed to keep such disruption/shutdown to the barest unavoidable minimum

1.5 Reporting of Project Milestones

- (a) IE shall monitor progress of all the activities related to the execution of this contract and shall submit to the BSNL, progress reports with reference to all PIA's related supply, design, implementation work, milestone, acceptance test (AT), Factory Acceptance test (FAT) and Final acceptance test etc.
- (b) Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalised along with the project plan. The BSNL on agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports
- (c) Periodic meetings shall be held between the representatives of the BSNL and IE (minimum) once in every 15 days, or any shorter periods as deemed necessary by BSNL, during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meetings shall be held as an ongoing basis, as desired by BSNL, to review & evaluate the performance of the IE, under this contract
 - IE shall ensure that the relevant stakeholders involved in the execution of work are part of such meetings.
 - Several review committees involving representative of the BSNL and the senior officials of IE shall be formed for this project. These committees shall meet at intervals, as decided by the BSNL later, to oversee the progress of the implementation.
 - All the goods, services and manpower to be provided/deployed by IE under the contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of BSNL representative in accordance with the contract.
 - Should the rate of progress or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, the BSNL representative shall so notify IE in writing. In the event of the slow progress in work happens to be on account of insufficient manpower available, then BSNL shall, in consultation with IE, either allow IE to engage additional manpower from external sources (on specified and agreed terms) or arrange to make available to IE

additional manpower from its own resource pool on secondment/transfer basis;

- IE shall reply to the written notice giving details of the measures it proposes to take to expedite the progress to complete the works by the prescribed time or to ensure compliance with contract requirements. IE shall not be entitled to any additional payment of taking such steps. If at any time it should appear to the BSNL or BSNL representative that the actual progress of the work does not confirm to be approved plan IE shall produce at the request of the BSNL representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.

1.6 Adherence to Key Performance Indicators (KPIs)

IE to ensure the timely completion of audit and verification processes, while also ensuring the accuracy and reliability of the verification outcomes. IE shall provide the necessary resources, such as personnel, resources to conduct the audit and verification effectively and efficiently.

1.7 Safety Procedures, Rules, Regulations and Restrictions

- (a) IE team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issues there under from time to time. All safety and labour laws enforced by statutory agencies and by BSNL shall be applicable in the performance of this contract and IE team shall abide by these laws
- (b) Access to the server room, NOC shall be strictly restricted. No access to any person except the essential members of IE team who are authorised by the BSNL and are genuinely required for execution of the work or for carrying out management/maintenance shall be allowed entry. IE shall maintain a lock of all the activities carried out by each of its team personnel
- (c) No access to any staff of IE, except the essential staff who has genuine work-related need, should be given
- (d) All such access should be logged in a loss free manner for permanent record of the staff to avoid misrepresentation or mistakes
- (e) IE shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions
- (f) IE team shall adhere to all securities requirement/regulations of the BSNL during the execution of the work. BSNL employee also shall comply with the safety procedures/policies
- (g) IE shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situation

1.8 Compliance to Responsibility Matrix

The Independent Engineer (IE) is required to adhere to the roles and responsibilities of the IE and other stakeholders responsibilities as defined by BSNL, time to time.

2. Authority Obligations

- 2.1 BSNL's representative shall interface with the IE, to provide the required information, clarifications and to resolve any issues as may arise during the execution of the contract. BSNL shall provide adequate cooperation in providing details, assisting with coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of the BSNL is proper and necessary.

- 2.2 BSNL should provide the IE with unrestricted access to the project site to conduct inspections, assessments, and verifications as required.
- 2.3 BSNL should inform IE of any significant events, changes, or deviations from the project plan that may affect the inspection or require the IE's attention
- 2.4 BSNL reserves the right to interview the personnel proposed that shall be deployed as part of the IE team. If found unsuitable, the BSNL may reject the deployment of the personnel. All additional manpower resources recruited from external sources for the purposes of and to be exclusively deployed for rendering of services under this contract shall be made in consultation with BSNL. But ultimate responsibility of the deliverable shall lie with the IE.
- 2.5 BSNL reserves the right to demand changes in personnel which shall be communicated to IE. IE with the prior approval of the BSNL may take additions of the project team. IE shall provide the BSNL with the resume of key personnel and provide such other information as the BSNL may reasonably require. The BSNL also reserves the right to interview the personnel and reject, if found unsuitable. In case of change in its team members, for any reason whatsoever, IE shall also ensure the exiting members are placed with at least equally qualified and professionally competent members. The BSNL reserves the right to inspect and monitor/assess the progress/performance of the work/services at any time during the contract. The BSNL may demand and upon such demand being made, IE shall provide documents, data or any other information which the BSNL may require, to enable it to assess the progress/performance of the work/service.
- 2.6 At any time during the course of the contract, BSNL shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by IE of its obligations/functions in accordance with the standards committed to or required by the BSNL (Test Audit) and IE undertakes to cooperate with and provide to the BSNL /any other agency appointed by the BSNL, all documents and other details as may be required by them for this purpose. Provided that such audit shall not include IE books of accounts, or any other record not related to the scope of work under this contract.
- 2.7 Inspection and tests by the USOF/ DoT**
- 2.7.1 The Administrator or his representative or the agencies authorized (TPA/ designated agency, appointed by USOF/ DoT) shall have the right to inspect and test the network bandwidth created in the OFC transport network for leasing as per prescribed test schedules for their conformity to the specifications. Where the Administrator decides to conduct such tests on the Network Bandwidth created in the OFC transport network by implementing agencies, all reasonable facilities and assistance like testing instruments and other test gadgets including, access to drawings and other details, shall be furnished to the TPA/ designated agency at no charge to the Administrator.
- 2.7.2 If any equipment or any part thereof is found defective or fails to fulfil the requirements of the Agreement, the TPA/ Designated Agency shall give notice to BSNL setting forth details of such defects or failure and BSNL shall get it rectified through PIA and make the defective equipment good, or alter the same to make it comply with the requirements of the Agreement forthwith, and in any case, within a period not exceeding one month of the initial report. These replacements shall be made by BSNL through PIA free of all charges at site.
- 2.7.3 The IE, appointed by BSNL (PMA) through this tender, shall coordinate for such inspections and shall ensure that all reasonable facilities and assistance (as mentioned in clause 2.7.1 above) are made available to the representative or TPA/ designated agency, authorized by

the Administrator USOF. Further, the IE shall coordinate with PIA for the compliance as per clause 2.7.2 above.

3. Key Performance Indicators (KPIs) and Penalties

In case IE delays providing service activities to BSNL, then besides other remedies available to BSNL under the contract, IE shall be liable to pay certain penalties to BSNL, as per details below:

S. No.	Service Activities	Timelines for completion	Penalties*	Required Documentary Submission
1	Set up of functional office in the States of assigned packages / deployment of key personnel	15 days from the Appointed Date**	<ul style="list-style-type: none"> • INR 2,000 per day for delay in set up of functional office in the State. • INR 500 per resource per day of delay in deployment of key personnel 	<ul style="list-style-type: none"> • IE need to deploy required resources within 15 days from the issuance of letter of Intent (LOI)
2	Technical scrutiny and validation of survey report and BOQ	within 5 days on receipt of survey report and BOQ	INR 500 per report per day of delay	<ul style="list-style-type: none"> • Copy of verified report to be submitted
3	Material inspection	within 5 days of delivery of material	INR 500 per lot of delivery per day of delay	<ul style="list-style-type: none"> • Verified dispatch certificate, signed & stamped delivery Challan
4	Review of completeness of OFC laying along with fixtures	within 5 days of submission of measurement book for audit by PIA	INR 500 per span per day	<ul style="list-style-type: none"> • Verified Measurement book, and AT report to be submitted
5	Acceptance Testing at Block	within 5 days of intimation by PIA.	INR 500 per Block per day of delay	<ul style="list-style-type: none"> • AT report and commissioning certificate for each successfully completed Block, to be submitted
6	Acceptance Testing at GP	within 5 days of intimation by PIA.	INR 500 per GP per day of delay	<ul style="list-style-type: none"> • AT report and commissioning certificate for each successfully completed GP to be submitted
7	Acceptance Testing of SNOC	within 10 days of intimation by PIA	INR 2,000 per day of delay on the part of IE	<ul style="list-style-type: none"> • AT report and commissioning certificate for NOC
8	Verification and Certification of PIA Bills/Invoice	within 5 days after the bill submission by PIA	INR 500 per bill/ invoice per day	<ul style="list-style-type: none"> • Verified PIA bill to be submitted

S. No.	Service Activities	Timelines for completion	Penalties*	Required Documentary Submission
9	Inspection and Audit from Central NOC (C-NOC)	within 15 days after the bill submission by PIA	INR 2000 per day delay on the part of IE	AT report and commissioning certification of C-NOC
10	Replacement of Manpower	within 7 days	INR 500 per person per day of delay	CV of proposed resources
11	Absence of field staff without informing to Team Lead/BSNL	More than 7 days	INR 1,000 per day per resource	-
		7 to 15 days	INR 1,500 per day per resource	
		More than 15 days	INR 2,000 per day per resource	

Note: IE shall validate the work performed by the PIA and report the same to BSNL. BSNL reserves the right to revalidate the work of the IE throughout the Contract Period. If BSNL identifies any discrepancies in the validation work conducted by the IE, an additional penalty of 0.1% of the order value (total order value of the package) shall be imposed on first instance. On the subsequent such instance of discrepancies in the validation work conducted by the IE, the additional penalty shall be 0.5% of the order value. Frequent repetition of such default shall attract the severe action like blacklisting/ debarring. The above-mentioned penalties shall be over and above the LD/ penalties which are mentioned in clause 16.2 of section 5 Part-A.

*The total penalty cannot exceed the payment due for the respective work/activity/task (unit to be taken as block).

** penalty to be capped as per the LD/ penalties which are mentioned in clause 16.2 of section 5 Part-A.

4. Payment Terms:

4.1 Payments shall be released only on satisfactory acceptance of the deliverables for each task as per the following schedule:

S. No.	Activity / Task	Payment Criteria (% of Bid Price)	Documentary Evidence
1.	Mobilization advance after signing of Agreement	5% of Bid Price**	<ul style="list-style-type: none"> Against submission of Bank Guarantee from nationalized bank for 110% of mobilization advance
2.	Successful handover of 50% Blocks (HOTO of at least 90% GPs of Block will define the block as successful handover) to PIA	2% of Bid Price	<ul style="list-style-type: none"> Copy of all the HOTO Memos duly validated and certified by IE.
3.	Submission of certified site survey & BoQ after technical scrutiny of 25% of total Blocks	2% of Bid Price	<ul style="list-style-type: none"> Verification of BoQ, GIS mapping of survey reports physically/ PM tool/ video graphs
4.	Successful handover of 100% Blocks (all 100% GPs of Block) to PIA	3% of Bid Price	<ul style="list-style-type: none"> Copy of all the HOTO Memos duly validated and certified by IE.
5.	Submission of certified site survey & BoQ after technical scrutiny of 50% of total Blocks	3% of Bid Price	<ul style="list-style-type: none"> Verification of BoQ, GIS mapping of survey reports physically/ PM tool/ video graphs
6.	Submission of certified site survey & BoQ after technical scrutiny of 75% of total Blocks	3% of Bid Price	<ul style="list-style-type: none"> Verification of BoQ, GIS mapping of survey reports physically/ PM tool/ video graphs

S. No.	Activity / Task	Payment Criteria (% of Bid Price)	Documentary Evidence
7.	Submission of certified site survey & BoQ after technical scrutiny of 100% of GPs	2% of Bid Price	<ul style="list-style-type: none"> • Verification of BoQ, GIS mapping of survey reports physically/ PM tool / video graphs
8.	Acceptance testing of S-NOC	5% of Bid Price	<ul style="list-style-type: none"> • Documentary evidence of Material Inspection & verification • AT report and commissioning certificate for S-NOC
9.	Verification and Acceptance Testing of route kms (RKM)*	20% x Bid Price x Total % of RKM completed (Min completion of one ring in each instance)	<ul style="list-style-type: none"> • Documentary evidence of Material Inspection & verification of Measurement Books • Submission of ABDs, GIS Mapping & EMS Integration of the built network
10.	Verification and Acceptance Testing of route kms (RKM)*	12% x Bid Price x Total % of RKM completed (Min completion of one block in each instance)	<ul style="list-style-type: none"> • Documentary evidence of Material Inspection & verification of Measurement Books • Submission of ABDs, GIS Mapping & EMS Integration of the built network
11.	Verification and Acceptance Testing of 100% route kms (RKM)*of the package	5% x Bid Price x Total % of RKM completed (completion of package)	<ul style="list-style-type: none"> • Documentary evidence of Material Inspection & verification of Measurement Books • Submission of ABDs, GIS Mapping & EMS Integration of the built network
12.	Verification and Acceptance Testing of equipment at GPs and Blocks	15% x Bid Price x Total % of Blocks completed (where AT is completed for at least 95% of GPs in the Block)	<p>Documentary evidence of Material Inspection</p> <ul style="list-style-type: none"> • Submission of ABDs, GIS Mapping & EMS Integration of the built network • AT report and commissioning certificate for each successfully completed Block, to be submitted • AT report, verification of GPs, GIS mapping and commissioning certificate for each successfully completed GP to be submitted
13.	Verification and Acceptance Testing of equipment at GPs and Blocks	5% x Bid Price x Total % of Blocks completed (where AT is completed for 100% of GPs in the Block)	<p>Documentary evidence of Material Inspection</p> <ul style="list-style-type: none"> • Submission of ABDs, GIS Mapping & EMS Integration of the built network • AT report and commissioning certificate for each successfully completed Block, to be submitted • AT report, verification of GPs, GIS mapping and commissioning certificate for each successfully completed GP to be submitted
14.	Verification of O&M phase of PIA (including existing taken over network)	0.05% of Bid Price for every 10% of GPs in monthly payment (calculated on the basis of %GPs under O&M)	<ul style="list-style-type: none"> • Documentary evidence of PIA's SLA and penalty report

SECTION 5 PART B

S. No.	Activity / Task	Payment Criteria (% of Bid Price)	Documentary Evidence
		certification in slab of 10% of GP) ^{\$}	
15.	Completion of project with or without short closure	5% of Bid Price	<ul style="list-style-type: none"> Documentary evidence for no objection certification from BSNL.

*In case of non-completion of a verification and acceptance testing of RKM due to ROW delays, payment of OFC construction shall be done as per actual completed portion (node to node) subject to 70% of nodes are completed in the ring

** The advance shall be adjusted in the invoices submitted for the project (not O&M) after completion of 2nd milestone of PIA duly certified by IE .

^{\$} O&M payment shall be payable to IE in monthly payment (0.05 % for every 10% GPs under O&M certification) based on the documentary evidence submitted. First monthly payment of 0.05% will be payable in the following month whenever handover of **10% of GPs** in the Package (total of all the PIA packages) is achieved. Subsequently addition of each 10% of GP under O&M certification will entitle additional 0.05% monthly . In case IE is not able to prepare/ validate PIA's SLA and penalty report for a particular month, O&M payment will not be paid for that month

Note:

- IE shall raise an invoice in the name of USOF, DoT for the completed work to the paying authority.
- Payment shall be released by the BSNL against the invoices raised by IE within 30 days on providing all the relevant documents timely and are complete in all reference.
- All Payments shall be made in Indian Rupees only and shall be subject to provisions of clauses 3 mentioned above.
- All Payments should be subject to deductions of any amount for which the IE is liable under the RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.

4.2 For claiming payments against services, the following documents are to be submitted by the Supplier to BSNL:

- Invoice (e-invoice, if applicable) of 100% value including GST clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes etc.
- Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note-1: If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

Note 2: Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3B filed by the supplier and the same is reflected in GSTR-2A/2B of BSNL on GSTN portal.

Note 3: TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be) after compliance check for Sec 206AB & 206CCA.

Note 4: BSNL can adjust/ forfeit Bank Guarantee/Security Deposit obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

Note 5: In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

- The Supplier shall submit a mandate for receiving payment of Rs. 5 lakhs and above electronically. Charges, if any, levied by the bank for electronic fund transfer shall be borne by the Supplier. The Supplier is required to submit the following information for this purpose:
 - Name of the beneficiary's bank and branch
 - IFSC code of the beneficiary's branch

- iii. Account number of the beneficiary
 - iv. Branch serial number (MICR No.)
- d) BSNL, if required by Applicable Law, shall deduct withholding tax at source under Income Tax Act as well as GST Act as per the applicable rates at the time of processing of the invoice for Supplies as well as Services for which it shall provide tax withholding certificate to the Supplier. For GST, withholding certificate will be available automatically to vendor at its GSTIN login on acceptance of deduction. Provided further, that if required by Applicable Law, BSNL shall pay the GST on the approved invoice, in compliance with Applicable Laws to the Supplier who shall be obliged to pay the GST to the authorities within the statutory timelines provided under Applicable Law.

5. Event of Default of the Bidder

The failure on the part of the IE to perform any of its obligations or comply with any of the terms of this contract which results in a material breach of the contract shall constitute an Event of Default on the part of the IE. The events of default as mentioned above may include inter-alia the following:

- 5.1 The IE has failed to adhere to any of the service requirements as laid down in the contract, or if the IE has fallen short of matching such standards/targets as the BSNL may have designated with respect to any task necessary for the execution of the scope of work under this contract which results in a material breach of the contract. The mentioned failure on the part of the IE may be in terms of failure to adhere to timelines, requirements or any other criteria as defined by the BSNL;
- 5.2 The IE has failed to remedy a failure to perform its obligations in accordance with the requirements issued by the BSNL, despite being served with a default notice which laid down the specific deviance on the part of the IE to comply with any stipulations or standards as laid down by the BSNL; or
- 5.3 The IE's team has failed to conform to any of the Service requirements as set out in the scope of work of this RFP or has failed to adhere to any amended direction, modification or clarification as issued by the BSNL during the term of this contract and which the BSNL deems proper and necessary for the execution of the scope of work under this contract
- 5.4 The IE has failed to demonstrate or sustain any representation made by it in this contract, with respect to any of the terms of its Bid, the RFP and this contract
- 5.5 There is an order from a court of competent jurisdiction for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the IE.
- 5.6 Where there has been an occurrence of such defaults inter alia as stated above, the BSNL shall issue a notice of default to the IE, setting out specific defaults / deviances / omissions and providing a notice of fifteen (15) days to enable such defaulting party to remedy the default committed.
- 5.7 Where despite the issuance of a default notice to the IE by the BSNL the IE fails to remedy the default to the satisfaction of the IE, the BSNL may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the BSNL.
- 5.8 Where an Event of Default subsists or remains uncured the BSNL may/shall be entitled to:
 - (a) The IE shall in addition take all available steps to minimize loss resulting from such event of default.
 - (b) The BSNL may, by a written notice of suspension to the IE, suspend all payments to the IE under the contract, provided that such notice of suspension:
 - (c) shall specify the nature of the failure; and
 - (d) shall request the IE to remedy such failure within a specified period from the date of receipt of such notice of suspension by the IE

6. DELETED

7. Conflict of Interest

- 7.1 The IE found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the BSNL shall forfeit the Bid Security, without prejudice to any other right or remedy that may be available to the BSNL hereunder or otherwise. The IE shall disclose to the BSNL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the IE or the IE's team) in the course of performing the services as soon as practical after it becomes aware of that conflict.
- 7.2 The BSNL requires that the IE provides services which at all times hold the BSNL's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The IE shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the BSNL.

8. Limitation of Liability

- 8.1 Except in case of gross negligence or willful misconduct on the part of the IE or on the part of any person or company acting on behalf of the IE in carrying out the services, the IE, with respect to damage caused by the IE to BSNL's resulting in bodily injury, death or damage to physical property with respect to all claims arising under this contract, shall in aggregate not be liable to BSNL
- 8.2 For any indirect or consequential loss or damage; and
- 8.3 For any direct loss or damage that exceeds the total payments payable under this contract to the IE hereunder.
- 8.4 This limitation of liability shall not affect the IE's liability, if any, for direct damage to third parties resulting in bodily injury, death or damage to physical property caused by the IE or any person or firm/company acting on behalf of the IE in carrying out the services.
- 8.5 Notwithstanding anything stated to the contrary in the RFP, Limitation of liability, including for direct damage to third parties, shall be to the extent of 100% of the total cost of the damage caused / incurred, and calculated up to and as on the date when such section / clause is required to be invoked.

9. Requirement for Resource Deployment

- 9.1 Bidder shall provide adequate number of personnel, each responsible for a specific role within the project. Bidder shall provide clear definition of the role and responsibility of each individual personnel.
- 9.2 Bidder shall have a defined hierarchy and reporting structure (as per Section 7 Part K) for various teams that shall be part of the project, Bidder has to clearly define an escalation matrix in line with the same.
- 9.3 Bidder shall deploy the required manpower as defined in clause 1.3 above and shall independently estimate the requirement of additional manpower (if required, over and above minimum number of personnel defined in WBS in Section 7 Part K) to achieve KPIs (as mentioned in clause 3 above). Failing to meet the service activities, penalties shall be levied as per the Key Performance Indicators (KPIs) defined in this RFP.
- 9.4 Bidder has to provide the list of proposed key personnel and their CVs as per format prescribed in Section 7 Part I, duly countersigned by HR Head of Sole Bidder or Lead Bidder of consortium. Any changes in key personnel deployment will have to be approved by BSNL.

- 9.5 Bidder shall deploy their resources in consultation with the BSNL.
- 9.6 The bidder should not allocate additional responsibilities or charges beyond the scope of an individual's area of expertise of a key personnel.
- 9.7 Bidder shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- 9.8 Bidder will deploy its resources on all sites as required by the scope of work.
- 9.9 Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by IE to all deployed resources.
- 9.10 All resources deployed at the Block; GP should have a laptop with internet connection, boarding, lodging, transportation, and all other expenses of the deployed resources are to be borne by bidder.
- 9.11 BSNL shall be at liberty to object to and require the IE to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by BSNL to be undesirable. Such person shall not be employed again at works site without the written permission of BSNL and the persons so removed shall be replaced with in a week's time by competent substitutes.
- 9.12 Bidder will designate one senior official to coordinate with the corporate office of BSNL for day-to-day coordination activities between BSNL and IE.

10. Replacement of Resources

- 10.1 Bidder shall ensure that the key personnel deployed on the field should not be changed within a year from the deployment date. However, any change of resource should be communicated to BSNL in advance (30 days before)
- 10.2 Bidder shall ensure the role of any member of the Key Personnel is not vacant at any point in time during the Contract Period, subject to reasonable extensions requested by Bidder to BSNL.
- 10.3 Before assigning any replacement member of the Key Personnel to the provision of the services, Bidder shall provide BSNL with resume/ Curriculum vitae and any other information about the candidate that is reasonably requested by BSNL.
- 10.4 The bidder has to provide replacement resource of equal or better qualification and experience as per the requirements of this RFP.
- 10.5 If BSNL objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.
- 10.6 The bidder needs to ensure at least one (1) month of overlap period in any replacements to ensure smooth knowledge transfer and continuity.
- 10.7 BSNL will not be responsible for any impact/escalation of cost incurred by the bidder due to resource replacement.
- 10.8 Bidder shall ensure that necessary replacement of manpower is completed with timelines specified as per S. no. 10 of clause 3 of Section 5 Part B; otherwise, applicable penalties will be incurred.
- 10.9 Bidder shall ensure that field staff do not take leave without informing the Team Lead. Penalties as per S. no. 11 of clause 3 of Section 5 Part B will be incurred for any un-notified absence of field staff.

SECTION 5 PART B

SECTION 6

Undertaking & Declaration

SECTION 6 PART A

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

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The 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 LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

SECTION 6 PART B

Near-Relationship Certificate

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

The format of the certificate to be given is-

"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit 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."

OR

I have following near relatives working in the BSNL Unit, inviting the tender

S. No	Name	Designation	Cell / section of the BSNL Unit inviting tender, where working	Mobile Number

Signature of the tenderer

With date and seal

SECTION 6 PART C

Certificate to be submitted by Bidders

(On Company's Letter Head)

Reference-1: BSNL T.E. No.....issued on behalf of USOF, DoT on

Reference-2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD (1) dated 23rd February 2023.

I, _____ in capacity of authorized signatory of M/s.....having Regd. office at..... being a participant bidder in BSNL Tender Enquiry cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India.

I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfil all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by BSNL.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

SECTION 6 PART D

Declaration to be submitted by Bidders

(On Company's Letter Head)

I, _____ in capacity of authorized signatory of
M/s.....having _____ Regd. _____ office
at....., hereby declare that if we
are appointed as Project Implementing Agency (PIA), either as a sole bidder or as a member of a
consortium bidder, in the Tender No. MM/BNO&M/BN-III/T-791/2024 issued on 15.02.2024, then
the bid submitted for this tender shall be treated as non-responsive.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

SECTION 7

Proformas

SECTION 7 PART A (i)

For the BID SECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to/...../ 20..... (hereafter known as the "Validity date") in favour of DGM (MMT) BSNL CO, Delhi (Hereafter referred to as BSNL) acting on behalf of USOF, DoT 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 to the bidder withdrawal or amendment in its bid or impairing or derogating from the bid in any respect during the period of bid validity specific by the bidder in the bid form or extended subsequently; or if the successful (L-1) bidder failed to accept the APO / AWO and / or to submit PBG & sign the contract/ agreement in accordance with clause 26 of Section 4 Part A ; or if the bidder fails to submit additional documents/information sought by BSNL. 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 of its and that it shall continue to be enforceable until BSNL Certifies that the terms and conditions of the said Tender 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 Tender 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 Tender 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 CO" payable at New Delhi.
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.
9. E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time
10. The encashment/renewal of the guarantee will not be denied on grounds of change in the constitution of the Bank or the Contractor(s)/ IE(s) / Purchaser /PMA
Place:

Date:
Officer)

(Signature of the Bank

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

SECTION 7 PART A (ii)

FORMAT FOR BID SECURITY IN FORM OF INSURANCE SURETY BOND

(To be submitted on non-judicial stamp paper of appropriate value)

Insurance Surety Bond for Bid Security

Whereas M/s R/o
(Hereafter referred to as **Principal**) has approached us for giving a Surety of Rs./-
(hereafter known as the "**Surety Amount**") valid up to / / 20..... (hereafter known as the
"**Validity date**") in favour of(e.g. DGM (MMT) BSNL CO, Delhi)(Hereafter referred to as
BSNL) acting on behalf of USOF, DoT for participation in the tender of work
of..... vide tender no.

Now at the request of the Principal, We Insurance Company
Limited, registered under the Insurance Act, 1938, with its Corporate office,
.....and Registered/Head Office
..... (the "**Surety**") to transact
the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA
Act, 1999 & IRDA Guidelines issued vide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022,
agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. We, the Surety, do hereby undertake to pay the amounts due and payable under this Surety without any demur, merely on a demand from the BSNL stating that the amount claimed is due to the bidder withdrawal or amendment in its bid or impairing or derogating from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or if the successful (I-1) bidder failed to accept the APO/ AWO and/ or to submit PBG & sign the contract/ agreement in accordance with clause 26 of Section 4 Part A; or if bidder fails to submit additional documents/information sought by BSNL. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this Surety where the decision of the BSNL on behalf of USOF, DoT in these counts shall be final and binding on the Surety. However, our liability under this Surety shall be restricted to an amount not exceeding the "Surety Amount".
3. We, the Surety, undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the **Principal** 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 **Principal** shall have no claim against us for making such payment.
4. We the Surety, further agree that the Surety herein contained shall remain in full force and effect during the period that would be taken for the performance of the said tender and that it shall continue to be enforceable until BSNL Certifies that the terms and conditions of the said tender have been fully and properly carried out by the said **Principal** and accordingly discharge this Surety. Unless a demand or claim under this Surety 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 Surety thereafter.
5. We the Surety 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 tender Agreement or to extend time of performance by the said **Principal** 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 **Principal** and to forbear or enforce any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reason

of any such variation, or extension being granted to the said **Principal** or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said **Principal** 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 Surety under this Surety bond is restricted to the “**Surety Amount**” and it will remain in force up to its Validity date specified above.
 - (b) The Surety shall stand completely discharged and all rights of the BSNL under this Surety 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 Surety Bond, the same shall be paid through Banker’s Cheque in favour of “**AO (Cash) BSNL C.O. New Delhi**” payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.
8. The Surety declares that the below mentioned officer who have signed it on behalf of the Surety, have authority to give this Surety under its delegated power.

Place:

Date:(Signature of the Insurance Company Officer)
Rubber stamp of the Insurance Company

Authorized Power of Attorney Number:

Name of the officer:

Designation:

Official Email ID:.....

Complete Postal address of Insurance Company:

.....

Telephone Numbers

Fax numbers

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by BSNL.

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

SECTION 7 PART B (i)

For the Performance Security

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

Dated:.....

Sub: Performance guarantee.

Whereas DGM (MM) BSNL CO, Delhi R/o
.....(hereafter referred to as BSNL) has issued an APO no.
..... Dated/...../20..... awarding the work of
..... on behalf of USOF, DoT to M/s
..... R/o
..... (hereafter referred to as
"Bidder") and BSNL has asked him to submit a performance guarantee in favour of
DGM(MMT) BSNL CO, Delhi acting on behalf of USOF, DoT of Rs./-
(hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to
as "Validity Date")

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

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

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said APO/Tender or has committed any breach of its obligations there-under, or in case of loss or damage caused to or would be caused to or suffered by BSNL by reason of breach or renewal of the PBG or in any outstanding amount due to BSNL in terms of the agreement, 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 APO or to extend the time for performance of the said APO from any of the powers exercisable by BSNL on behalf of USOF, DoT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said APO 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 CO" payable at New Delhi.
- 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.
- 9. E-payment may be preferred. Accordingly, in case of E-payment to be made for BG encashed, Bank shall transfer the amount to Bank account as intimated by BSNL to Bank at that time
- 10. The encashment/renewal of the guarantee will not be denied on grounds of change in the constitution of the Bank or the Contractor(s)/ IE(s) / Purchaser / PMA.

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

SECTION 7 PART B (ii)

Performance Guarantee Surety Bond

(To be submitted on non-judicial stamp paper of appropriate value)

To ,	Surety Bond No	:
DGM (MMP) BSNL CO,	Surety Bond Issue dt	:
Delhi R/o Bharat Sanchar Bhawan,	Surety Bond Amt.	:INR.....
Harish Chandra Mathura Lane,	Bond Valid upto	:
Janpath, New Delhi-110001	Bond Claim Period	:

Dear Sir / Madam,

Whereas(e.g. **AGM (MM)** BSNL CO, Delhi R/o MM cell, Bharat Sanchar Bhawan, Harish Chandra Mathura Lane, Janpath, New Delhi-110001)(hereafter referred to as **BSNL**) has issued an APO/AWO no.Dated.....awarding the work of

.....
..... (the "Agreement")to M/s....., R/o..... (hereafter referred to as "**Principal**") and BSNL has asked Principal to submit a performance guarantee in favour of (e.g. **DGM (MMP)** BSNL CO, Delhi) of INR (hereafter referred to as "Bond Amount") valid up to dd.mm.yyyy(hereafter referred to as "Validity Date")

Now at the request of the Principal, We..... Insurance Company Limited,registered under the Insurance Act, 1938, withits Corporate office,.....and Registered/Head Office (the "**Surety**")to transact the business of Surety Insurance under the powers conferred under Section 14 (2) (i) of IRDA Act, 1999 & IRDA Guidelines issuedvide IRDAI/NL/GDL/SIC/01/01/2022 3rd January, 2022, agreed to give this Surety Bond by way of performance guarantee as hereinafter contained:

2. The Surety do hereby undertake and assure to the BSNL that, if in opinion of BSNL the Principal in any way fails to observe or perform the terms and conditions of the APO/Tender or commits any breach of its obligations there-under, or in case of loss or damage caused to or would be caused to or suffered by BSNL by reason of breach or renewal of the PBG or in case any outstanding amount due to BSNL in terms of the agreement, the Surety shall on demand and without any objection or demur pay to the BSNL such sum or sums up to an aggregate sum of the Bond 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 Surety to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Principal to pay to BSNL or as regards the amount payable by the Surety under this Surety Bond. The Surety shall not be entitled to withhold payment on the ground that the Principal 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 Principal and BSNL regarding the claim.

4. The liability of the Surety under this Surety Bond is restricted to the Bond Amount and this Surety Bond 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 Surety further agrees that the BSNL shall have the fullest liberty without the consent of the Surety and without affecting in any way the liability of the Surety under this Surety Bond to vary any of the terms and conditions of the APO/Tender or to extend the time for the performance contained in the APO/Tender from any of the powers exercisable by BSNL against the Principal and to forebear from enforcing any of the terms and conditions relating to the Agreement and the Surety shall not be relieved from its liability by reason of such failure or extension being granted to Principal or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Principal or any

SECTION 7

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 Surety.

6. In case BSNL demands for any money under this Surety Bond, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi or by any other mode such as NEFT/RTGS, etc., as indicated by BSNL in its demand letter.

7. The Surety guarantees that the below mentioned officers who have signed it on behalf of the Surety have authority to give this Surety Bond under its delegated power.

Notwithstanding anything contained herein above:

1. Our Liability under this Surety Bond shall not exceed
INR**(Rupees: Only).**
2. This Surety Bond shall be valid upto.....(Validity date)
3. Further a claim period of **3(three)months** from the Validity date of the Surety Bond is available to make a demand under this Surety Bond. We are liable to pay the Bond Amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (Date of claim period if any).
4. At the end of expiry of the Validity Date (including claim period), unless an action to enforce the claim under this Surety Bond is initiated before the Court or Tribunal on or before 12 months after the expiry of the Validity Date (including claim period), all your rights under this Surety Bond shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Surety Bond irrespective of return of original Surety Bond

Place:

Date:

(Signature of the Surety)

Rubber stamp of the Surety

Authorized Power of Attorney Number:

Name of the Surety officer:

Designation:

Complete Postal address of Surety:

.....

Telephone Numbers

Fax numbers

Email ID (only official Email ID)

Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom/ where the Surety Bond can be got confirmed by BSNL.

.....

.....

.....

.....

SECTION 7 PART 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 Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION 7 PART D

Integrity Pact Format (To be signed & submitted on plain paper)

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as "The Principal"

and

.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----. The Principal values full compliance with all relevant laws, rules and regulations, and economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corruption. The bidder(s)/Contractor(s) commit themselves to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically and commit any offence under Indian Penal Code (IPC)/Prevention of Corruption (PC) Act.
 - (d) The bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of the foreign principals, if any.
 - (e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other in connection with the award of the contract.
 - (f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to Independent External Monitors (IEMs) and shall wait for their decision in the matter.
 - (g) To disclose and transgression with any other company that may impeach on the anti-corruption principle.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure in BSNL Procurement Manual, which is enforced on the date of publication of tender.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Liquidated Damages (LD) of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (1) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (2) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

Section 8 – External Independent Monitor/Monitors

- (1) Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the bidders/contractors as confidential. He/she reports to the CMD BSNL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

- (4) The Monitor is under contractual obligation to treat the information and documents of the bidder(s)/contractor(s)/Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on “Non-Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the Independent External Monitor (IEM) shall inform the CMD BSNL and rescue himself/herself from the case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder(s) and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, BSNL.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee shall be outside the purview of IEMs

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

SECTION 7 PART E

MAF - Deleted

SECTION 7 PART F

Non-Disclosure Agreement (NDA)
(To be signed on 100 Rs. Stamp Paper)

This Agreement is made as of the2022 between BHARAT SANCHAR NIGAM LIMITED (BSNL) a Government of India Enterprise, having its registered office and Corporate office at **Bharat Sanchar Bhawan, Harish Chandra Mathur Lane Janpath, New Delhi-110001** hereinafter called BSNL acting on behalf of USOF, DoT which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s a Company incorporated under the Indian Companies Act, 1956, and having its registered office at

herein after called “.....” 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 project of this particular project as specified in **Exhibit A**(the “Business Purpose”), BSNL and M/s..... recognize that there is a need to disclose to one another certain information, as defined in para I below, 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 information listed in Exhibit A attached hereto 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”). Information consists of all type of data related to BSNL mobile customers/services obtained by CCF either through Back End system or directly received from BSNL, certain specifications and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for an during the purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, 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.
2. M/s and BSNL hereby agreed at during the Confidentiality period:
 - a) The receiving party shall use Information only for the Purpose, 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 exhibit A, 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. The receiving party may, however, disclose the information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees

to bind those consultants and contractors 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, 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.
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 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 for disclosure; 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 has 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.
 - h) 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 any and 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.
 4. 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.
 5. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) 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 an immediate injunction enjoining any 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.
 6. 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 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 disclosure or

SECTION 7

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.

7. 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, copy right, 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 to make any purchase or sale, or to enter into any additional agreement of any kind.
8. 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.
9. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
10. 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.
11. If the dispute, difference, controversies / differences of opinions, breaches and violation arising from or related to the agreement cannot be resolved within 60 (sixty) days of commencement of reconciliations/discussions, then the same will be referred to three arbitrators, one to be appointed by each party, with a presiding arbitrator to be appointed by the two said arbitrators and the arbitration will be governed by the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration proceedings shall be in English language. The venue of arbitration shall be New Delhi, India."
12. This Agreement will be construed in interpreted and applied and governed in accordance with the laws of India. That in case of any dispute under this agreement the courts at Bangalore, Hyderabad & Chennai for respective call centres alone will have the exclusive jurisdiction.
13. This Agreement and Exhibit A 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.
14. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

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

M/s	BHARAT SANCHAR NIGAM LIMITED
Signature	Signature
Printed Name	Printed Name
Title	Title

SECTION 7

Exhibit-A

Business Purpose – Selection of Independent Engineer (IE) for Amended BharatNet Program through the e-Tendering Process.

M/s

BHARAT SANCHAR NIGAM LIMITED

Signature

Signature

Printed Name

Printed Name

.....

Title

Title

SECTION 7 PART G

**Self-declaration regarding Local Content (LC) for Telecom Product
Deleted**

SECTION 7 PART H
Format of Manpower details

Bidder to provide details of the manpower as per format mentioned below:

S. No	Names of resources	Proposed role	Educational Qualification	Total Experience	Date of appointment in the bidder company	Supporting Document(s)

**SECTION 7 PART I
CV Format**

1.	Name of Person		Photo
2.	Name of Firm		
3.	Proposed Role		
4.	Education		
5.	Professional Certifications		
6.	Countries of Work Experience		
7.	Employment Records		
From:		To:	
Employer:			
Position Held:			
From:		To:	
Employer:			
Position Held:			
From:		To:	
Employer:			
Position Held:			
8.	Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned		
<i>Project Name</i>			
<i>Year</i>			
<i>Location</i>			
<i>Client</i>			
<i>Main project Features</i>			
<i>Position Held</i>			
Activities Performed:			
Expert's contact information			
E-mail:			
Phone:			
<u>Certification:</u>			
I, the undersigned, certify that to the best of my knowledge and belief that			
<ul style="list-style-type: none"> • This CV correctly describes my qualifications and my experience • I was not part of the team who wrote the Scope of Work for this RFP • I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged 			
Name of Expert:		Signature	Date:

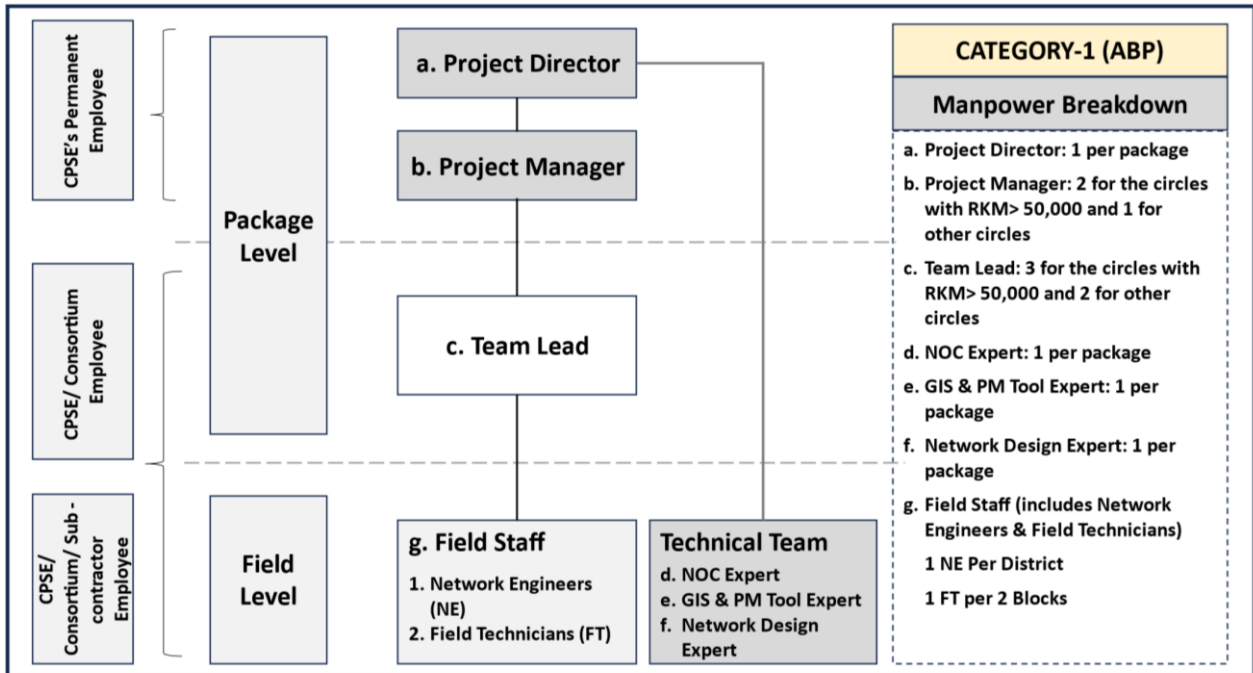
Note: The CV shall be counter signed by the HR Head of the bidder.

SECTION 7 PART J

DELETED

SECTION 7 PART K
WBS Structure and Qualification of Resources

1. Work Breakdown Structure for Independent Engineer:



Note – All the required manpower excluding field level employees (which includes NEs and FTs) are considered as key personnel in this tender document.

2. Qualification of resources

a. Project Director:

The Project Director will primarily be responsible to oversee the entire project at the package level, ensuring adherence to timelines, budgets, and quality standards. He/she will liaise with BSNL officials and other stakeholders to ensure smooth project execution. He/she should have the following qualification/experience:

- BE/ BTech/ MTech or MBA in any stream (preferably Electronics & Communication/Electrical & Electronics/Civil or equivalent recognized by AICTE/UGC/Ministry of HRD)
- Minimum 15 years of experience in project management, preferably in telecommunications/ ICT or any other infrastructure projects.
- Project Director must be a permanent staff of the Sole bidder or Lead Bidder of the consortium and should be deployed within 15 days of Appointed Date.

b. Project Manager:

The Project Manager will primarily be responsible to coordinate project activities within specific states/regions in the package, ensuring timely execution of tasks, resource allocation, and risk management. He/she will report directly to the Project Director. He/she should have the following qualification/experience:

- BE/ BTech/ MTech or MBA in any stream (preferably Electronics & Communication/Electrical & Electronics/Civil or equivalent recognized by AICTE/UGC/Ministry of HRD)

- Minimum 10 to 12 years of experience in project management, preferably in telecommunications/ ICT or any other infrastructure projects.
- Project Manager must be a permanent staff of the Sole bidder or Lead Bidder of the consortium and should be deployed within 15 days of Appointed Date.

c. Team Lead:

The Team Lead will primarily be responsible for overseeing the technical aspects of the project within the assigned package. This includes providing guidance and support to Network Engineers (NE) and Field Technicians (FT), ensuring adherence to technical standards and specifications, troubleshooting technical issues, and coordinating with other team members to ensure smooth project execution. He/she should have the following qualification/experience:

- BE/BTech or MCA or MTech preferably Electronics & Communication/Computer Science/Information Technology/Electrical & Electronics or equivalent recognized by AICTE/UGC/Ministry of HRD
- Minimum 6 years of experience in telecommunications project management or technical leadership role, with a strong understanding of network infrastructure and technologies specifically GPON/IP-MPLS implementation, installation and configuration.
- Team Lead must be a permanent staff of the Sole bidder or Lead Bidder of the consortium and should be deployed within 15 days of Appointed Date.

d. Network Operations Centre (NOC) Expert:

The NOC expert will primarily oversee the implementation and operation of Network Management Systems (NMS), Element Management Systems (EMS), and Operational Support Systems (OSS) at the State NOC. He/she will ensure efficient network monitoring, fault management, and performance optimization. He/she should have the following qualification/experience:

- BE/BTech/ MCA in Electronics & Communication/Computer Science/Information Technology/Electrical & Electronics or equivalent recognized by AICTE/UGC/Ministry of HRD.
- Professional Experience of at least 6 years in implementation & operations, maintenance.
- He / She must be deployed within 15 days of Appointed Date.

e. GIS & PM Tool Expert:

The GIS & PM Tool expert will primarily be responsible for Geographic Information System (GIS) mapping and spatial analysis to support network planning and design. This includes verification of As Build Diagrams (ABDs) submitted by PIA, ensure mapping of ABDs on GIS by PIA, etc. He/she will also be responsible for overseeing the implementation, customization, and administration of project management software at the State NOC level. He/she will generate reports to monitor project progress and ensure the accuracy and integrity of data within the PM tool database. He/she should have the following qualification/experience:

- BE/BTech/ MCA degree in Electronics & Communication/Computer Science/Information Technology/Electrical & Electronics or Equivalent recognized by AICTE/UGC/Ministry of HRD.
- Professional Experience of at least 6 years in total in GIS-related role & in administering and implementing project management software/tools.
- He / She must be deployed within 15 days of Appointed Date.

f. Network Design Expert:

The Network Design Expert will primarily be responsible to oversee the Network Design and installation of equipment at project sites, ensuring proper configuration and functionality. He/ she will be responsible for validation of router end-to-end configuration including their reachability to S-NOC and C-NOC for monitoring. He/ she should have the following qualification/experience:

- BE/BTech/ MCA degree in Electronics & Communication/Computer Science/Information Technology/Electrical & Electronics or Equivalent recognized by AICTE/UGC/Ministry of HRD.
- Professional Experience of at least 6 years in IP-MPLS equipment installation, testing, troubleshooting etc.
- He / She must be deployed within 15 days of Appointed Date.

g. Field Staff:

1. Network Engineer:

Network engineers will assist in the design, deployment, and maintenance of network infrastructure. He/she will troubleshoot network issues, optimize performance, and implement security measures with major focus on quality check. He/she should have the following qualification/ experience:

- BE/BTech degree in Electronics & Communication/Computer Science/Information Technology/Electrical & Electronics or Equivalent recognized by AICTE/UGC/Ministry of HRD
- Minimum One year of relevant Post Qualification working experience in IT/Telecommunication Systems/Optical Fibres if holding a B.E./B. Tech degree

OR

- Three years Diploma or Equivalent recognized by AICTE/UGC/Ministry of HRD.
- Minimum 6 years of Post Qualification working experience in IT, Telecommunication Systems, Optical Fibre, etc. if holding a Three years Diploma.

2. Field Technician:

Field technician will support field operations by assisting in equipment installation, maintenance, and troubleshooting majorly focusing on quality check. He/she will follow safety procedures and report any issues to the Team Lead. He/she should have the following qualification/experience:

- At least 10th passed under the 10+2 system and completed a course in Electronics Mechanic/Electrician/Information Communication Technology System Maintenance/Instrument Mechanic trade from an ITI or similar institute recognized by NCVT/SCVT with a minimum of 60% marks.
- At least 1 year of on-field experience as field technician or experience of 1 year Apprenticeship.

SECTION 7 PART L
PIA RFP Dispute Resolution (Section III, Clause 19)

19.1 Dispute Resolution Committee (DRC)

19.1.1 Disputes arising under this Request for Proposal (RFP) shall be formally notified in writing (Dispute Notice) by either party ("the Notifying Party") to the other party ("the Receiving Party"). The parties are encouraged to resolve disputes amicably through direct negotiation and information sharing.

19.1.2 If the dispute remains unresolved after direct negotiation and communication, the parties shall establish a package wise Dispute Resolution Committee (DRC). The DRC shall comprise the following members:

- a) BSNL - BharatNet BA Head
- b) PIA (Project Implementing Agency) – Authorized Representative
- c) IE (Independent Engineer) - Authorized Representative

19.2 Dispute Adjudication Board (DAB)(list of issue)

If the dispute remains unresolved after negotiations and the intervention of the DRC, either party may refer the dispute to the Dispute Adjudication Board (DAB) within 15 days from the date of the dispute notice as provided in Clause 19.1 above.

The DAB shall be established on a package-wise basis and shall consist of the following members:

- a) BSNL – CGM, BSNL
- b) PIA (Project Implementing Agency) – Authorized State Representative
- c) IE (Independent Engineer) - Authorized State Representative

19.3 The mechanism for resolution of disputes through conciliation under Outside Expert Committee (OEC) :

If any difference or dispute (hereinafter referred as "Dispute") remains unresolved after negotiations and the intervention of the DAB also, the party aggrieved (hereinafter referred as "Claimant") shall refer the Dispute to conciliation under Outside Expert Committee (hereinafter referred as "OEC"). The OEC nominated by USOF/ BSNL shall be comprised of 3 members who shall be independent in terms of Section 12 read with Schedule 5 of the Arbitration and Conciliation Act, 1996 (hereinafter referred as "Act"). The proceedings shall be governed by Part III of the Act. The detailed procedure has been given in Annexure A.

Annexure A

1. Conciliation through Outside Expert Committee (OEC):

- A. 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 third party contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") as provided in the Conduct of Proceedings through OEC in Annexure B
- B. The venue of the OEC meeting shall be as decided by USOF/ BSNL.
- C. OEC members will be paid fees and provided facilities as per prevalent guidelines.

- D. Parties are free to terminate the conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act, 1996.
- E. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 shall be applicable to the conciliation proceedings and the parties and the OEC members shall be bound by the same.

Annexure B

Conduct of Conciliation Proceedings by OEC

Proposal for OEC

1. The Claimant shall give notice for conciliation to the other parties. The notice shall be given to the concerned officer(s) named for the other parties in the third party contract, clearly bringing out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any issue thereafter. It shall be ensured by parties that no parallel proceedings relating to dispute under the same contract are going on in any Court/ Forum /Tribunal. In case, if any dispute is pending relating to the same Contract, then both the parties shall either withdraw the proceedings from the Court/ Tribunal / forum or shall keep the case in abeyance.

Constitution of OEC

2. The OEC shall comprise of 3 members, appointed by USOF/ BSNL.
3. In case of vacancy created because of the resignation/recusal of any member, or if any OEC member is not available to attend further OEC Meetings, the vacancy shall be filled by the nomination by the USOF/ BSNL.
4. The OEC members shall give a declaration of independence and impartiality (as per Appendix) to both the parties before the commencement of the OEC proceedings.

Constitution of OEC

5. The claimant shall submit its statement of claims to OEC members, and to the other party(ies) (hereinafter referred as "Respondents") prescribed in the appointment letter within 30 days of the issue of the appointment letter (as per Appendix, placed below clause 21).
6. The respondents shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims.
7. Parties may file their rejoinder/additional documents if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter, except with the permission of OEC.
8. OEC will commence its meetings only after completion of the pleadings.
9. In case of 3 members OEC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, OEC Recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations. In exceptional circumstances such as death/serious illness of OEC member or if any OEC member has resigned/recused himself from the case during OEC proceedings and non-appointment of any other member in the place of vacancy so caused, then with the consent of all the parties, two OEC members shall give and sign the recommendations. At the conclusion of OEC proceedings, OEC members shall give its recommendations for resolution of disputes based on material before it with proper justification and reasons. Failure report or recommendations without reasons shall not be construed to be a recommendation by the OEC.

SECTION 7

10. The parties shall be represented by their in-house employees/executives. No party shall be allowed to bring any advocate or outside consultant/advisor/ agent to contest on their behalf. Ex-officers of BSNL and/or USOF who have handled the matter in any capacity are not be allowed to attend and present the case before OEC on behalf of Contractor.
11. Solicitation or any attempt to bring influence of any kind on either OEC Members or BSNL or USOF is completely prohibited in conciliation proceedings and USOF/ BSNL reserves the absolute right to close the conciliation proceedings at their joint discretion if they apprehends any kind of such attempt made by the Contractor or its representatives.
12. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
13. OEC will give full opportunity of hearing to the parties before giving its recommendations.
14. OEC will conclude its proceedings in generally 4 meetings, and give its recommendations within 60 days of its first meeting. OEC will give its recommendations to all the parties recommending possible terms of settlement. USOF/ BSNL may extend the time/ number of meetings, in exceptional cases, if OEC requests for the same with sufficient reasons.
15. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations and 30 days thereafter in any further proceeding.

Actions after OEC Recommendations

16. The recommendations of OEC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the OEC recommendation with any modification they may deem fit.
17. Each party shall communicate its comments/response on the Recommendations given by the OEC along with its decisions whether the recommendations are acceptable or not, to the other parties within a period of 15 days from the electronic receipt of the recommendations of OEC. If recommendations are acceptable by all the parties, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed within 15 days of last communication of the period ending 15 days within which the decision of the parties has to be communicated, and same shall be authenticated by all the OEC Members. The Agreement so signed and authenticated shall have the same effect as an award passed under Section 30 of the Arbitration and Conciliation Act, 1996.
18. The timelines mentioned in the above guidelines are with an objective to achieve expeditious conclusion of OEC proceedings. However, it does not mean that any action beyond the timelines will be invalid. However, the party concerned will make all efforts to complete the actions within the stipulated time.
19. The parties shall keep confidential all matters relating to the conciliation proceedings including minutes of OEC meeting and Recommendations of OEC. Parties shall not rely upon them as evidence in any arbitration / court proceeding whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,
 - a. views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
 - b. admissions made by the other party in the course of the OEC proceedings;
 - c. proposals made by the OEC;

- d. the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
20. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by BSNL or USOF to Govt. of India or its authorities, if required.
21. The OEC members shall be entitled to the Fee as applicable.

Appendix

Declaration of independence and impartiality by OEC Member

To,

1. BSNL
2. USOF
3. Contractor

Subject: Declaration of independence and impartiality by Outside Expert Committee (OEC) Member in the dispute under Contract No_____.

I, the undersigned, hereby accept to act as Member of the Expert Committee and conciliate in the disputes under reference between the parties above named, I confirm that I am aware of the requirements of law particularly of the Arbitration and Conciliation Act, 1996, to act as a conciliator, I am able to act as conciliator and am available to act as Member of the Expert Committee, I hereby declare that I am independent of each of the parties and have no ownership interest in any part of the contract under reference or any financial interest in the said contract. I have no interest in the outcome of the dispute or its settlement.

I hereby affirm that I shall act with honesty, integrity, diligence, and will remain independent and impartial while discharging my duties as conciliator/OEC Member. I will disclose any interest or relationship with the parties or the subject matter which might compromise in any manner my ability or capacity to remain impartial and independent in the matter.

I further, being a member of the OEC, agree to abide by the terms and conditions of Clause _____ and conduct the proceedings as per Clause _____ of the Contract/Agreement No._____.

(Signature)

Name:

Address:

Phone:

Email:

Date:

SECTION 7 PART M
PIA RFP Project Milestone (Section IV B, Clause 10)

10. Project Completion Schedule

During Development Period, the PIA shall comply with the requirements set forth in this clause for each of the Project Milestones and the Scheduled Completion Date (the "Project Completion Schedule"). Within 15 (fifteen) days of the date of each Project Milestone, the PIA shall notify BSNL of such compliance along with necessary particulars thereof.

The PIA shall complete the Project as per following Project Milestones (the "Project Milestones") during the Development Period:

10.1 Project Milestone-I

- i. Project Milestone-I shall occur on the date falling on the 180th (one hundred and eightieth) day from the Appointed Date (the "Project Milestone-I").
- ii. Prior to the occurrence of Project Milestone-I, the PIA shall have completed the Commissioning of individual Rings and GPs should be visible in central NOC or in EMS not less than 10% (ten per cent) of the total number of GPs in the Package.

10.2 Project Milestone-II

- i. Project Milestone-II shall occur on the date falling on the 360th (three hundred and sixtieth) day from the Appointed Date (the "Project Milestone-II").
- ii. Prior to the occurrence of Project Milestone-II, the PIA shall have completed the Commissioning of individual Rings and GPs should be visible in EMS not less than 30% (thirty per cent) of the total number of GPs in the Package.

10.3 Project Milestone-III

- i. Project Milestone-III shall occur on the date falling on the 540th (five hundred and fortieth) day from the Appointed Date (the "Project Milestone-III").
- ii. Prior to the occurrence of Project Milestone-III, the PIA shall have completed the Commissioning of individual Rings and GPs should be visible in EMS not less than 50% (fifty per cent) of the total number of GPs in the Package.

10.4 Project Milestone-IV

- i. Project Milestone-IV shall occur on the date falling on the 720th (seven hundred and twentieth) day from the Appointed Date (the "Project Milestone-IV").
- ii. Prior to the occurrence of Project Milestone-IV, the PIA shall have completed the Commissioning of individual Rings and GPs should be visible in EMS not less than 75% (seventy-five per cent) of the total number of GPs in the Package.

10.5 Project Milestone-V

- i. Project Milestone-V shall occur on the date falling on the 900th (nine hundredth) day from the Appointed Date (the "Project Milestone-V").
- ii. Prior to the occurrence of Project Milestone-V, the PIA shall have completed the Commissioning of individual Rings and GPs should be visible in EMS not less than 90% (ninety per cent) of the total number of GPs in the Package.

10.6 Scheduled Completion Date

The Scheduled Completion Date shall be the 1095th (one thousand and ninety fifth) day from the Appointed Date.

On or before the Scheduled Completion Date, the PIA shall have completed the Project in accordance with this Agreement and shall have completed the Commissioning of individual Rings and GPs should be visible in NMS (Central NOC) not less than 90% (ninety per cent) of the total number of GPs in the Package

SECTION 7 PART N
Summary of Turnover/ Net worth of the Bidders
(in excel format)

Details of Turnover of bidders as per bid documents (Eligibility, section-I, clause 4)

S. No.	Name of the Bidder/ Consortium member	Package applied	Required Minimum Average Annual Turnover (Rs. Crore)	Turnover of bidder as per bid documents (Rs. Crore) during last three audited financial years			Average Annual Turnover	Reference Page No in Bid documents (from -to)	Remarks
1									

Details of Net Worth of bidders as per bid documents (Eligibility, section-I, clause 4):

S. No.	Name of the Bidder/ Consortium member	Package applied	Required Minimum Net Worth (Rs. Crore)	Net worth of bidder as per bid documents (Rs. Crore) (Strike whichever is not applicable)	Reference Page No in Bid documents (from -to)	Remarks
				2023-24		
1						

SECTION 7 PART O
Joint Bidding Agreement
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

(A) Bharat Sanchar Nigam Limited having its corporate office at Janpath Road, HC Mathur Lane, New Delhi, Delhi 110001 represented by its CMD (hereinafter referred to as the **"BSNL"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Bids**) by its Request for Proposal No. dated (the **"RFP"**) for selection of Bidder for Development (Creation, Upgradation and Operation & Maintenance) of BharatNet through Design, Build, Operate and Maintain (DBOM) Model in the Licensed Service Area of State/UT name on Design, Build, Operate and Maintain (DBOM) Model (Package XX) (the **"Package"**).

(B) The Parties are interested in jointly bidding for the package as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the package, and It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the **"Consortium"**) for the purposes of jointly participating in the Bidding Process for the package.

- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this package, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the package, the Lead Member shall enter into a Contract Agreement with the BSNL and for performing all its obligations as the PIA in terms of the Contract Agreement for the package.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the expiry of the Defects Liability Period under and in accordance with the Contract Agreement;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium};
- (c) Party of the Third Part shall be {the Technical Member of the Consortium};

5. Joint and Several Liability

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the package and in accordance with the terms of the RFP and the Contract Agreement.

- 5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the BSNL shall be entitled to rely upon any such action, decision or communication of the Lead Member. The BSNL shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute

this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry of the Defects Liability Period under the Contract Agreement, in case the package is awarded to the Consortium. However, in case the Consortium is either not qualified for the package or does not get selected for award of the package, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the BSNL to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the BSNL

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

THIRD PART

(Signature)

(Signature)

(Signature)

SECTION 7

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

(Address)

(Address)

SIGNED, SEALED AND

DELIVERED

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

SECTION 7 PART P (i)

Power of Attorney for signing of Bid\$

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name),son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the..... Project proposed or being developed by BSNL including but not limited to signing and submission of all applications, bids and other documents and wrneyritings, participate in Pre-Bids and other conferences and providing information/ responses to BSNL, representing us in all matters before BSNL, signing and execution of all contracts, undertakings consequent to acceptance of our bid, and generally dealing with BSNL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the contract with BSNL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address)

\$ To be submitted in original by the Bidders before within 7 days of Bid Due Date.

Witnesses:

- 1.
- 2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

SECTION 7 PART P (ii)

Power of Attorney for Lead Member of Consortium^{\$1}

(To be executed on Stamp paper of appropriate value)

Whereas On behalf of Universal Service Obligation Fund (USOF), Department of Telecommunication, Government of India, the Chairman and Managing Director, BSNL, New Delhi invites online sealed tenders, on rupee payment basis, in two bid (Technical & Financial) system, for Selection of Independent Engineer (IE) for Amended BharatNet Program in the Packages/ Circles.

Whereas,,, and
(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

I , having our registered office at, (hereinafter collectively referred to as the "Principal") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). I hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Intent, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Master Service Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/
Consortium.

IN WITNESS WHEREOF WE THE PRINCIPAL ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For
(Signature)

^{\$} To be submitted in original by the Bidder within 7 days of Bid Date

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate*

SECTION 7 PART Q
Format of Declaration Proforma for Non-Blacklisting

(To be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and duly attested by notary public)

Place:

Date:

To,
General Manager (MM)
Bharat Sanchar Nigam Limited,
Corporate Office, MM Cell, 2nd floor,
Bharat Sanchar Bhawan, Janpath, New Delhi – 110001

Ref: Tender No. MM/BN/IE/T-807/2024 issued on 06.09.2024.

Subject: Declaration Letter for Non-Blacklisting of the Bidder.

Sir/Madam,

We, the undersigned, hereby declare that we are not blacklisted/ debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021, as on Bid submission date.

For and on behalf of

Signature:

(Authorised Signatory)

Name of the person:

Designation:

Name of the Respondent:

Address of the Respondent:

Company seal:

SECTION 7 PART R
Consortium Agreement
(On Rs. 100 Non-Judicial Stamp Paper)

In compliance to **Clause No..... of Tender No. dated**, a consortium has been formed on **<Date>** between **<Bidder's Name>** and <Consortium partner names> to meet various eligibility conditions and experience criteria specified in the Tender No _____, dated_____.

It has been agreed among bidder and the consortium partner/s that **<Bidder's Name>** is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. "Lead Bidder" and the "Bidder" have been used interchangeably. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred tender and have authorised the "Lead bidder" by way of duly executed power of attorney in his favour to act on their behalf.

It has been agreed that the bidder as well as consortium partners shall furnish separate Performance Bank Guarantees (PBGs) for Work order (WO) for an amount specified in the Section 5 Part A of tender.

It has also been agreed that the in its capacity as lead Bidder, **<Bidder's Name>** will interact with BSNL for all obligations.

The Lead bidder and consortium partners shall be liable for due performance of the contract jointly and severally, whereas the responsibility of Consortium Partners other than lead bidder, shall be limited to such Consortium Partners share of obligations in the contract for products and /or services as defined

in the agreement signed between the Lead Bidder and Consortium Partners and is in accordance with the tender requirements.

The details of Bidder and consortium partners are as under: -

<Bidder Name>: - <Details containing Registered office & correspondence address>

<Consortium Partners >: - <Details containing Registered office & correspondence. address>

:

:

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorised officers as of the day first above written

For **<Bidder's Name>**

Signature of Authorised Signatory

Name: -

Designation: -

Contact Phone: -

Email-ID: -

Date: -

Witness-1

Signature: -

Name: -

Designation: -

Contact Phone: -

Email-ID: -

Date:

For **<Consortium Partners>**

Signature of Authorised Signatory

Name: -

Designation: -

Contact Phone: -

Email-ID: -

Date: -

Witness-1

Signature: -

Name: -

Designation: -

Contact Phone: -

Email-ID: -

Date: -



SECTION 7 PART S
Template for Pre-Bid queries

Bidder shall submit all pre-bid queries in excel in the following format.

Query No	Section	Part	Main Clause	Sub clause	Sub Sub Clause	Sub-sub sub Clause	Page Number	Clause Description	Query

SECTION 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....
.....

Telephone No. Mobile No. FAX No.

3. Address of place of Works/ Manufacture

.....
.....

Telephone No..... Mobile No.

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

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

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

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

.....
.....

7. Permanent Account No.

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

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

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

.....

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

GSTN1.....
GSTN2.....
GSTN 3..... and so on

B) Questionnaire

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

1.1 If Yes, Give details

.....

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

2.1 If Yes, Give details

.....

.....

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

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

4. Suggestion for improvement of the tender document.

.....

.....

Place.....

Signature of contractor

Date

Name of Contractor

SECTION 9
(Bid Forms and Price Schedules)

SECTION 9 Part A
Bid Form

To From,
.....
<Complete address of the PMA> <complete address of the Bidder>
.....

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above-mentioned tender enquiry document including amendment/**clarification**/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver
2. 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.
3. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
4. We agree to abide by this Bid for a period of **180 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.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank (except Co-operative Bank) for a sum @ 5% of the contract value for the due performance of the contract.
7. 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).
8. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
9. Dated: day of 2021

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

.....

SECTION 9 Part B

Price Schedule

Price Schedule of Package -1 (Rajasthan, HP, J&K and Ladakh, Haryana, Punjab)

Sr. No.	Item Description	Total Cost (INR) (Excl. tax)	Rate of CGST	Rate of SGST	Rate of IGST	Total GST (in INR)	Total cost (Inclusive of GST) (in INR)		SAC Code	TDS Rate	TDS Section
		A	B	C	D	E=A*[(B+C) or D]	F=A+E				
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8		Column 9	Column 10	Column 11
1	Services including manpower, inspection, audit and all other activities as per scope of work (refer section 3 Part A) including any professional fees etc. for construction period of 3 years						X1				
2	GRAND TOTAL										
3	Total Cost in words										

Declaration by bidder in price sheet:

1	We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date".
2	"We hereby certify that HSN/ SAC shown in column 12 are correct & credit of GST for the amount shown in column 10 above are admissible as per GST Laws."
Name of Bidder:	
GSTN Numbers:	

Price Schedule of Package -2 (MP, DNH & DD, Uttarakhand, UP-W)

Sr. No.	Item Description	Total Cost (INR) (Excl. tax)	Rate of CGST	Rate of SGST	Rate of IGST	Total GST (in INR)	Total cost (Inclusive of GST) (in INR)		SAC Code	TDS Rate	TDS Section
		A	B	C	D	E=A*[(B+C) or D]	F=A+E				
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8		Column 9	Column 10	Column 11
1	Services including manpower, inspection, audit and all other activities as per scope of work (refer section 3 Part A) including any professional fees etc. for construction period of 3 years						X1				
2	GRAND TOTAL										
3	Total Cost in words										

Declaration by bidder in price sheet:

1	We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date".
2	"We hereby certify that HSN/ SAC shown in column 12 are correct & credit of GST for the amount shown in column 10 above are admissible as per GST Laws."

Name of Bidder :

GSTN Numbers:

Price Schedule of Package -3 (Karnataka, Goa & Puducherry, Kerala, NE-I, NE-II, Assam)

Sr. No.	Item Description	Total Cost (INR) (Excl. tax)	Rate of CGST	Rate of SGST	Rate of IGST	Total GST (in INR)	Total cost (Inclusive of GST) (in INR)		SAC Code	TDS Rate	TDS Section
		A	B	C	D	E=A*[(B+C) or D]	F=A+E				
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8		Column 9	Column 10	Column 11
1	Services including manpower, inspection, audit and all other activities as per scope of work (refer section 3 Part A) including any professional fees etc. for construction period of 3 years						X1				
2	GRAND TOTAL										
3	Total Cost in words										

Declaration by bidder in price sheet:

1	We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date".
2	"We hereby certify that HSN/ SAC shown in column 12 are correct & credit of GST for the amount shown in column 10 above are admissible as per GST Laws."
Name of Bidder:	
GSTN Numbers:	

Price Schedule of Package - 4 (UPE, Bihar, WB and A&N)

Sr. No.	Item Description	Total Cost (INR) (Excl. tax)	Rate of CGST	Rate of SGST	Rate of IGST	Total GST (in INR)	Total cost (Inclusive of GST) (in INR)		SAC Code	TDS Rate	TDS Section
		A	B	C	D	E=A*[(B+C) or D]	F=A+E				
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8		Column 9	Column 10	Column 11
1	Services including manpower, inspection, audit and all other activities as per scope of work (refer section 3 Part A) including any professional fees etc. for construction period of 3 years						X1				
2	GRAND TOTAL										
3	Total Cost in words										

Declaration by bidder in price sheet:

1	We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date".
2	"We hereby certify that HSN/ SAC shown in column 12 are correct & credit of GST for the amount shown in column 10 above are admissible as per GST Laws."
Name of Bidder:	
GSTN Numbers:	

Note – The price schedule given above is applicable for the construction period (3 years) by Project Implementing Agency (PIA) as per the Tender No. MM/BNO&M/BN-III/T-791/2024 issued on 15.02.2024 with amendment or corrigendum.

SECTION 10

List of Document

Following documents are required to be submitted as a part of the Bid:

Note 1:

E.E.-1 = Electronic Envelope 1 i.e., Technical and Commercial bid in Electronic form

E.E.-2 = Electronic Envelope 2 i.e., Financial bid Envelope in Electronic form

P.E. – 3 = Physical Form Envelop 3 i.e., Technical and Commercial bid in Physical form

Sl. No.	Particulars	Clause / Section Reference	To be submitted in (Kindly see Note 1 above)
A	B	C	D
1	EMD/Bid Security or Udhya Registration certificate(s), if claiming exemption.	Clause 9 of Section 1 and Section 7(A)	P.E-3, E.E.-1
2	Certificate of Incorporation of the Bidder	Clause 4 of Section 1 and Clause 10.1 (c) of Section 4 Part A	E.E-1
3	Memorandum and Articles of Association of the Bidder	Clause 10.1 (d) of Section 4 Part A	E.E-1
4	Certificate of registration with the competent authority prescribed in accordance to MoF order issued vide F. No 6/18/2019-PPD dated 23.02.2023 or certificate as per Section 6(C), whichever is applicable.	Clause 5.5 of Section 1	E.E-1
5	Audited Financial Reports of the Bidder for last two Financial Years or calendar years as the case may be. This is to be substantiated by the Audited Profit and Loss Account. Further, a certificate from the concerned company's Chartered Accountant, who has actually audited the Annual Accounts of the company, may also be furnished with regard to requirement of Clause 4.4.2 of Section 1.	Clause 4 of Section 1	E.E-1
6	Self-declaration along with evidence that the bidder is not blacklisted by GST authorities.	Clause 30.9.2 of Section 5 Part A	E.E-1
7	Self-declaration that the Sole bidder/ each of consortium member is not debarred/ blacklisted by any authority as mentioned in the Clause 4.1.(5)	Clause 4.1.(6) of Section 1	E.E-1
DOCUMENTS ACCOMPANYING TENDER BIDS			
8	Approval from Reserve Bank of India/SIA in case of foreign collaboration, if applicable	Clause 11.1 (f) of Section 4 Part A	E.E-1
9	Type Approval Certificate given by Telecom Engineering Centre (TEC)/TSEC issued by Quality Assurance Circle of BSNL, if applicable.	Clause 10.4 of Section 4 Part A	E.E-1

10	Latest Annual Report of the Bidder and /or certificate from its banker to assess its solvency/financial capability.	Clause 10.2 (i) of Section 4 Part A	E.E-1
11	A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in all the equipment supplied under this tender shall be original and new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.	Clause 10.5 of Section 4 Part A	E.E-1
12	For supply of any software i.e., operating system or any applications software, a Certificate of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is/ are being supplied	Clause 10.6 of Section 4 Part A	E.E-1
13	List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence	Clause 11.1 (e) of Section 4 Part A	E.E-1
14	Documentary proof of GST registration	Clause 11.1 (g) of Section 4 Part A	E.E-1
15	Undertaking duly signed by lead bidder and its consortium partner(s), stating that all of them shall be liable for due performance of the contract jointly and severally.	Clause 11.1 (h) of Section 4 Part A	E.E-1
16	Documentary evidence/ Declaration to the effect that the type of software to be utilized in the system/ equipment i.e., Packaged/ Canned OR Customized shall be furnished by the bidder. In case of Packaged/ Canned, the portion of value which represents consideration paid or payable for transfer of right to use such goods subject to provisions laid down in Central Excise/Custom Notifications”	Clause 10.7 of Section 4 Part A	E.E-1
17	Declaration under the bidder’s signature that no addition/deletion/corrections have been made in the Tender document being followed for submission of Bid and it is identical to the Tender (including its amendments and clarifications to pre-bid queries) appearing on the e-Tendering Portal used by BSNL for processing this tender.	Clause 14 of Section 1	E.E-1
18	Undertaking and declaration as per section 6-part A.	Section 6 A	E.E-1
19	Bidder’s Profile duly filled and signed	Section 8	E.E-1
20	Near Relation Certificate from all the directors of bidder company	Section 6 B	E.E-1
21	Integrity Pact Agreement	Section 7 Part D	E.E-1
22	Tender Bid Form	Section 9 Part A	E.E-1
23	Price Schedule in excel sheets.	Section 9 Part B	E.E-2
24	Quality Manual	Clause 30.10 of	E.E-1

SECTION 10

		Section 4 Part A	
25	Power of Attorney as per clause 14.3 (a) and (d) of section 4 Part A and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of section 4 Part A.	Clause 14.3 of Section 4 Part A	E.E-1 & P.E-3
26	Unpriced BOQ/BOM.	SoR (Section-3 Part-C) and Clause 17 of Section 5 Part B	E.E-1
27	Clause by Clause Compliance for all the terms and conditions of tender.	Clause 11.3 Section 4 Part A	E.E-1
28	Non-Disclosure Agreement (NDA)	Clause 6 of Section 2	E.E-1
29	Format of Manpower Details	Clause 4.2 (7) of Section 1	E.E-1
30	CV Format	Clause 4.2 (7) of Section 1	E.E-1
31	Summary of Turnover/ Networth of the Bidders	Clause 4.2 (2) of Section 1	E.E-1
32	Joint Bidding Agreement	Clause 10.1 (vi) of Section 4 B	E.E-1

Note:

1. All the pages of bid documents should be numbered and arranged accordingly. The Bidder shall combine all the bid documents in the order, before uploading, as mentioned in the table above.
2. All other documents which are not mentioned in the table above but are required against any of the clause of RFP are necessarily to be submitted to make the bid compliant. These other documents shall be placed after the documents mentioned in the table above, while numbering and arranging the documents.

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