

SECTION-1
BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

2nd Floor, Bharat Sanchar Bhawan, HC Mathur Lane, Janpath, New Delhi- 110001

From:

To,

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

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.....
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No. CA/MMT/Item/11-yy/BU name/2011-12/.....

Dated:.....

Sub: - Tender documents for

Tender No.: CA/BU name/Item/T-xxx/2011-12 issued on

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

Section No.	Item	Page No.
1.Part A	Detailed NIT	
1. Part B	Newspaper NIT	
2.	Tender Information	
3 Part A	Scope of work	
3 Part B	Technical Specifications/ Requirements	
3 Part C	Schedule of Requirements(SOR)	
4 Part A	General Instructions to Bidders(GIB)	
4 Part B	Special Instructions to Bidders(SIB)	
4 Part C	E-tendering Instructions to Bidders	
5 Part A	General (Commercial) Conditions of Contract (GCC)	
5 Part B	Special (Commercial) Conditions of Contract (SCC)	
6	Undertaking & declaration	
7	Proforma (s)	
8	Bidder's profile & Questionnaire.	
9	Bid Form & Price Schedule	

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

AGM (MMY)
Tel.: 011-2371 7844, FAX: 2371 0198
E-Mail: -----@bsnl.co.in

Regd. Off.: BSNL, Bharat Sanchar Bhawan, Janpath New Delhi -110 001. Web: www.bsnl.co.in

SECTION – 1 Part A

Detailed NOTICE INVITING E-TENDER (DNIT)
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
MMT Section, 2nd floor, Bharat Sanchar Bhawan,
Janpath, New Delhi - 110 001

Digitally Sealed Tenders are invited by **CMD, BSNL** for Operations & Maintenance (O&M) and Sales & Marketing (S&M) of the following non-located BSNL tower sites in 25 Circles in cluster form

Cluster	Name of Circle	Total number of tower sites in circle	Number of non-located sites in circle	Number of non-located sites in the Cluster	EMD (in INR crores)
Cluster -1	Himachal Pradesh	901	597	2440	2.0
	Jammu & Kashmir	938	696		
	Punjab	2062	1147		
Cluster -2	Haryana	1283	760	2392	2.0
	Rajasthan	3864	1632		
Cluster -3	Uttar Pradesh (E)	4389	2333	4028	2.0
	Uttar Pradesh (W)	1993	1073		
	Uttarakhand	875	622		
Cluster -4	Assam	1163	559	2945	2.0
	North East –I	547	358		
	North East –II	551	337		
	West Bengal	2227	1002		
	Kolkata TD	880	689		
Cluster -5	Bihar	1845	822	2416	2.0
	Jharkhand	1229	692		
	Odisha	1922	902		
Cluster -6	Madhya Pradesh	4381	2187	4917	2.0
	Gujarat	4465	2730		
Cluster -7	Maharashtra	5841	1715	2694	2.0
	Chhattisgarh	1739	979		
Cluster -8	Andhra Pradesh	4965	3152	4794	2.0
	Karnataka	3813	1642		
Cluster -9	Kerala	3534	2466	3689	2.0
	Chennai TD	1492	1223		
Cluster -10	Tamilnadu	4596	2917	2917	2.0
Total				33232	

BSNL reserves the right to vary the number of sites to the extent of -25% to +25 % of specified number of sites at the time of award of the contract i.e. AWO without any change in price or other terms & conditions.

- 1.1** A separate bid form for each cluster should be filled if the bidder wishes to participate in more than one cluster. The evaluation of the tender as well as allotment of the work will be done cluster wise.

2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website www.bsnl.co.in and following “Link for E-Tenders by BSNL” -
- 2.1 The bidders downloading the tender document are required to submit the tender fee of amount**XXX**.... through DD/ Banker’s cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker’s cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of “**AO(Cash), BSNL, C.O. N. Delhi**” and payable at New Delhi.
3. **Availability of Tender Document:** The tender document shall be available for downloading from / / 20.... onwards up to / / 20.... from 11-00 Hrs to 17-00 Hrs on all working days of this office. The tender document shall be available for free viewing on www.bsnl.co.in from the date of issue of DNIT. The same tender document shall be made available on e-tender portal ETS (<https://www.tcil-india-electronictender.com>) from dd/mm/yyyy 18.00 Hrs onwards for start on online bid submission.
- 3.1 Physical copy of the tender document would not be available for sale
- 3.2 The Tender document shall not be available for download on its submission / closing date
- 3.3 Site wise data pertaining to passive infrastructure details can be obtained in the form of a CD after submission of duly signed NDA on a non-judicial stamp paper of Rs. 100.
4. **Eligibility Criteria**
- 4.1 **General Qualification**
- 4.1.1 The Bidder must be Indian registered Companies under Company Act 1956.
- 4.1.2 The Bidder can bid for maximum four clusters.
- 4.1.3 The Bidder must not be black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid.
- 4.1.4 The Bidder must not have any controlling equity stake, or vice versa, in and of any Basic Services / Cellular Telephony Services / Internet Services / UASL / NLD / ILD / BWA Services operating companies in India.
- 4.1.5 The Bidder must not be Licensed Telecom Service Provider to provide Basic Services / Cellular Telephony Services / Internet Services / UASL / NLD / ILD / BWA Services anywhere in India
- 4.1.6 The Bidder must have a valid Service Tax registration number in India.
- 4.1.7 The Bidder must furnish the documentary evidence to meet the eligibility conditions laid down in general, technical, and financial qualification criteria.
- 4.2 **Technical Qualification**
- 4.2.1 The Bidder must have experience of Comprehensive O&M of cumulative 1500 Nos. of tower sites of Telecom Service Providers (holding Service License) or Infrastructure Providers (holding IP-1 registration) during the last three financial years 2013-14, 2012-13, 2011-12 anywhere in India. The bidder shall submit the necessary certificate from the respective Telecom Service Providers or Infrastructure Providers in the prescribed format.
- 4.2.2 For the purpose of qualification, Comprehensive O&M of tower sites will mean undertaking overall responsibility of Preventive maintenance of passive infra i.e. Diesel Generator, Power plant, Battery, Air conditioners, Diesel filling etc.

4.3 Financial Qualification

- 4.3.1 The Bidder must have minimum cumulative turnover of Rs.100 Crores (audited) during the last three financial years 2013-14, 2012-13, 2011-12 from the business of Operation & Maintenance (O&M) of passive telecom infrastructure. Bidders will be required to support claims of their financial qualification through their audited financial statements in the prescribed format.

4.4 Service Tax registration / Income Tax registration

- 4.4.1 The Bidder must have a valid Service Tax registration / Income Tax registration number (PAN No.) in India

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

5. Bid Security/EMD:

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

- a. Demand Draft/ Banker's cheque drawn in favour of "**AO (Cash), BSNL, C.O. N. Delhi**" and payable at New Delhi either separately for each cluster or total for all clusters participated.
- b. Bank Guarantee from a scheduled bank drawn in favour of "**DGM (MMT), Bharat Sanchar Nigam Limited, Corporate Office, New Delhi**" which should be valid for 210 days (i.e. one month above the offer validity period) from the tender opening date, either separately for each circle or total for all circles participated.
- c. The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. However, they shall furnish a proof regarding registration with body specified by the Ministry of Micro, Small & Medium Enterprises for the Operations & Maintenance services in Telecom Industry valid on the date of opening of the tender.

6. **Date & Time of Submission of Tender bids:** on or before &

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

7. **Opening of Tender Bids:** After 00:30 Hours of this tender closing time & on same date.

8. Place of opening of Tender bids:

- 8.1 The tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Clause 8 of Section-4 Part C of Tender document for further instructions.

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

10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
11. If a bidder bids for more than four clusters, all the bids will be summarily rejected.
12. CMD, BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
13. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 13.1** In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.
- 13.2** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- 13.3** All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

SECTION- 2 Tender Information

1. **Type of tender**
Digitally sealed online bids are to be submitted in Single Stage Bidding and Two Stage Opening e-tendering process using two Electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.
2. **Bid Validity Period** - The bid will remain valid for 180 days from the tender opening date
3. The first envelope will be named as techno-commercial & will contain documents satisfying the eligibility / Technical & commercial conditions and second envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents :-
 - a. **Techno-commercial** envelope shall contain :-
 - 1) EMD (Scanned Copy)
 - 2) Cost of the tender documents i.e. tender fee. (Scanned Copy)
 - 3) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT
 - 4) Power of Attorney & authorization for executing the power of Attorney in accordance with Clause 14.3 of Section 4 Part A
 - 5) Integrity Pact (Scanned Copy)
 - 6) Cover letter with a Clause by Clause compliance
 - 7) Bidder's Profile & Questionnaire duly filled & signed.
 - 8) Non-Relation Certificate duly filled & signed.
 - 9) Undertaking & declaration duly filled & signed
 - 10) Documents stated in Clause 10 of Section-4 Part A.
 - 11) Tender/ Bid form- Section 9 Part A
 - 12) Electronic Form– Technical
 - b. **Financial envelope** shall contain:
 - i. Electronic Form- financial along with Price Schedule (Section 9 Part-B)
4. Payment terms
Refer Clause 8 Section 5B
5. Delivery Schedule –**This Clause is Not Applicable**

SECTION- 3 Part A

SCOPE OF WORK

1. General :

1.1. Introduction

- 1.1 BSNL is India's largest PSU telecom operator, and provides a bouquet of services including wire line, CDMA mobile, GSM mobile, Internet, Broadband, Carrier service, MPLS-VPN, VSAT and VoIP
- 1.2 For its wireless services, BSNL owns and operates over 61,000 telecom towers across all telecom circles (except Delhi and Mumbai). Most of the BSNL towers are GBTs, contributing to over 75% of the tower base. Also, ~9,000 towers are located in C circles, where wireless penetration is lower. Also almost 80% of tower sites are connected by Optical Fiber Cable, which provides superior connectivity for data services
- 1.3 Currently, almost all operational sites have at least one tenancy from BSNL. BSNL towers also have over 5000 tenancies from other operators including Bharti Airtel, Idea, Reliance Communications, Vodafone, Idea and others
- 1.4 Currently, the O&M of telecom tower sites is largely managed in-house by BSNL. Also, the Sales & Marketing (S&M) for tenancies is done by BSNL only
- 1.5 To bring efficiencies in the O&M of tower sites and improve the S&M activity, BSNL wishes to out-source the O&M and S&M of its tower sites
- 1.6 Accordingly, BSNL wishes to identify competent Service Providers (SPs) who can carry out the O&M and S&M of BSNL tower sites as per the terms and conditions in this Bid Document
- 1.7 BSNL proposes to select the Bidder(s) having the prescribed qualifications and with competitive service fee to become the SPs. The SPs shall carry out the work as per scope of work mentioned in the Bid Document and as per the terms and conditions of the Service Agreement to be signed between BSNL and the Successful Bidder

2. Arrangement

- 2.1. For the purpose of selection of service providers, the tower portfolio of BSNL has been grouped into 10 clusters comprising one or more circles.
- 2.2. The bidders will be mandatorily required to bid for, and take responsibility of all the tower sites in the respective clusters as per terms of Section 3 B scope of work
- 2.3. Post the selection of the SP for respective clusters, individual contracts will be signed for providing the services for each circle falling in the cluster
- 2.4. BSNL will enter into long term contracts (10 years) for the outsourcing of O&M and S&M
- 2.5. A single party will be responsible for all the activities (including both O&M and S&M) specified in the scope of work for a particular geography
- 2.6. For the O&M services provided, the SPs will be paid a fixed compensation on monthly basis as per the terms and conditions in this Bid Document.
- 2.7. For the S&M services, the SPs will be paid a revenue share of the revenue accrued from external customers to BSNL as per the terms and conditions in this Bid Document. The details of the service fee for S&M services provided have been discussed in the Section 5B.

3. Sites in the scope of this Bid Document

- 3.1. BSNL's tower sites can be classified into two types:
 - 3.1.1. "Co-located sites" (also called "BSNL sites"): These are the tower sites, which are co-located with BSNL wire line exchanges, and share passive infrastructure (like land, DG, battery bank, air-conditioner etc.) with the wire line business of BSNL. Approximate number of co-located sites is ~28,000
 - 3.1.2. "Non-co-located sites" (also called "NBSNL sites"): These sites are independent sites which do not share any infrastructure with other operations of BSNL. In most cases, BSNL has leased the sites from respective landlords and installed the requisite passive equipment (DG, battery bank, air-conditioner etc.) to set-up these sites. Approximate number of non-co-located sites is ~34,000
- 3.2. As a part of this O&M and S&M outsourcing exercise, all the non-co-located sites of BSNL in all circles will be outsourced to selected bidders
- 3.3. In addition, BSNL will also outsource all the un-manned co-located sites to the selected SPs
- 3.4. BSNL will, at its own expense, work in parallel to isolate the passive infrastructure / equipment (DGs, batteries, air-conditioners etc.) for the wire line and wireless businesses at co-located sites also. Post this isolation and setting up of dedicated equipment for the wireless business, BSNL may, on its sole discretion, offer such sites to the respective circle SP for O&M and S&M. In such a case, the SP may undertake O&M and S&M of such sites at the same terms and conditions as agreed for the non-co-located sites for the respective circle. However, there is no timeframe for such isolation and setting-up of dedicated infrastructure.
- 3.5. In addition, the SP may offer to isolate the passive infrastructure / equipment for the wire line and wireless businesses of BSNL and set-up dedicated equipment for the wireless business at co-located sites at its own expense, and with express written permission of BSNL. Post this isolation and setting up of dedicated equipment for the wireless business, the SP can undertake O&M and S&M of such sites at the same terms and conditions as agreed for the non-co-located sites for the respective circle (without any consideration for the investment made in the isolation of the infrastructure equipment and setting up of dedicated equipment for the wireless business).

4. Operations & Maintenance

- 4.1. Comprehensive O&M services including energy management, maintenance CAPEX and site up-gradation
 - 4.1.1. SP shall have the comprehensive responsibility for maintenance of BTS Infra items and associated works like payment for electricity bills, rent, diesel, house-keeping and security including energy management, site manning, preventive and shut-down maintenance, annual maintenance and site status monitoring etc. BSNL Infra items under SP's scope for management include battery, power plant, diesel generator set, air-conditioner, free cooling system, infra alarm panel, fire detection system, fire extinguisher, electrical connections and fittings, earthing, lightning arrestor, aviation lamp, AC controllers, shelter, grid supply / meters, alarms, tower etc. that are currently being managed largely in-house by BSNL. The details of activities that are expected to be performed includes:

- a) **Site manning / caretaking:** manning of sites to ensure controlled access to site. Providing a security guard is not mandatory. Use of technology is allowed as deemed appropriate by SP without compromising on security
- b) **Diesel filling:** supply of diesel to the site depending upon schedule of consumption. Includes activities such as purchase of diesel and transportation to site, loading/unloading and filling of diesel in DG sets
- c) **Payment of electricity bill:** collection and payment of electricity bill, coordination with the power distribution company to ensure continued power supply to the site
- d) **Preventive / shutdown maintenance:** periodic testing and maintenance of various passive equipment at site including battery, AC, alarms, power plant and DG set, AMF panel, LT panel, Compound lighting, lightening conductors, MCBs and switches etc.
- e) **Annual Maintenance, overhaul, and spares:** Annual maintenance of all passive equipment and maintenance of required inventory of spares. Responsibility for all minor and major overhaul of equipment such as DG and AC basis the run hours of the equipment
- f) **Energy management:** deployment of energy conservation equipment / processes at sites which may involve minor or major CAPEX or operating discipline. This exercise is not mandatory and shall be deployed as deemed appropriate by SP, to the extent that agreed SLAs are delivered by SP, as agreed here in
- g) **Coordination:** Coordination with site landlords for smooth operation of the site which will include obtaining required consent from the landlords for addition / removal of tenancies and assisting in renewal of contracts with BSNL (paperwork, rent negotiation, local authority clearances wherever applicable, etc.)
- h) **Maintenance of site status alarms:** The SP will maintain the alarm panel and wiring of the site status alarms as defined in Annexure-2 of Section-5 so that they reach the OSS of the Active Equipment of BSNL, and of other TSPs sharing the tower site
- i) **Set-up of Web-enabled Remote Monitoring System (WRMS) for all sites:** The SP will set-up, maintain, and manage a WRMS for real-time monitoring of the status of all sites
- j) **House Keeping:** Watch and ward
- k) **Maintenance of Tower Aviation light/shelter:**
- l) Any other activity not listed above, but required to be done to maintain the site in good working condition and meeting the required SLAs as agreed herein.

4.2. SP shall hand-over the sites to the SP on an "As-is, where-is" basis. Post the hand-over (please refer to Clause 14 Section-5B for hand-over process), SP shall be responsible for all equipment replacements / additions / modifications / up-gradations at the site in order to meet the requirements of the SLAs and other performance parameters defined in this SA, on its own expense. In case of addition of tenancies on the sites, if any site up-gradation is required, the same will also be undertaken by SP on its own expense (except in case of BSNL's tenancies; refer Clause 10.1 of this Section)

4.3. The SP shall undertake all necessary actions and expenditures to meet the service level ("SLA") as defined in Annexure-2 of Section-5.

5. Sales and Marketing (S&M)

- 5.1. The SP will responsible for sales and marketing of the tower sites in its scope in order to bring in new tenancies from other operators.
- 5.2. The scope of sales & marketing will also include non-conventional sources of revenue such as co-located ATMs at tower sites, co-located radio broadcasting antennas at sites, advertisement billboards etc.
- 5.3. The sales and marketing responsibilities will include, but are not limited to:
 - a) Sharing site level details with potential customers as per industry norms, and assisting them in assessing the proposition of sharing the sites
 - b) Conducting any and all meetings with the prospective customers (at circle or at the corporate level), sales related coordination, follow-up and relationship management
 - c) Negotiation on IP fee and service levels with the operators for existing and new external tenancies to a level / in a manner permissible under the terms and condition of this SA. SP will also be responsible for assisting BSNL in negotiation of fee for non-conventional revenue sources
 - d) Assistance in documentation and drafting of new contracts / MSAs and modification of existing MSAs signed between BSNL and operators
 - e) Collection and collation of all customer level information in consultation with BSNL for existing and new external tenancies
 - f) Providing the required calculations and support documents to BSNL, for assisting BSNL in raising the invoices to customers
 - g) Follow ups for timely collection of payment from customers
 - h) SP shall be responsible for all customer services operations, and for serving requests/complaints from BSNL and other operators
 - i) For the purpose of clarity, it is stated that all contracts with the customers will be between BSNL and the customer only. The SP will act as the agent for BSNL for providing assistance in the sales & marketing process.

It is to be noted that the above scope of work includes existing external tenancies of BSNL. Also, the revenue share from existing external tenancies of BSNL will also be shared with the SP.

6. Compliance and coordination

- 6.1. Under the terms of this SA, and any additions / modifications thereafter, the SP will duly submit required information to BSNL in agreed formats.
- 6.2. In addition, the SP will be responsive to BSNL for requests for meetings related to O&M and S&M related matters
- 6.3. The SP will also coordinate with all local authorities and stake-holders at the site including landlords, neighbors, electricity distribution companies, BSNL local in-charge to ensure proper functioning of the sites and meeting required SLAs
- 6.4. The SP shall be responsible for arranging / obtaining all licenses / approvals / permissions for affecting the transition of sites from BSNL to the SP's scope of work
- 6.5. The SP shall be entirely responsible for the deployment of necessary resources, equipment and facilities etc. and ensure that its obligations under this SA are delivered, through its permanent employees and other authorized representatives, consultants, agents. Further, SP shall comply with all applicable statutes, including but not limited to the provisions of the Provident Fund and Miscellaneous Provisions Act,

Employees State Insurance Act 1948, Minimum Wages Act, Payments of Wages Act, 1936, Indian Stamp Act, 1899 etc. as applicable under this SA. BSNL shall not be liable in any manner whatsoever for any non-compliance on part of the SP of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by SP. For the purpose of clarity, it is stated that the responsibility for compliances related to the active equipment on the respective sites will rest with the respective TSPs only.

7. For the purpose of clarity on the scope of work, the following matrix can be referred:

Activity	Responsibility	Support	Expenses borne by
Site manning	SP	-	SP
Site security	SP	-	SP
Preventative maintenance of passive equipment	SP	-	SP
Diesel filling	SP	-	SP
Payment of electricity bill	SP	-	SP
Site rental	BSNL	SP	BSNL
Coordination with landlords, and management of site rental contracts	SP	-	SP
Annual maintenance of passive equipment	SP	-	SP
Maintenance of spares for passive equipment	SP	-	SP
Overhaul of passive equipment	SP	-	SP
Regular replacement of passive equipment	SP	-	SP
Up-gradation of site passive equipment	SP	-	SP
Insurance of passive equipment	SP	-	SP
Set-up, maintenance and management of WRMS	SP	-	SP
S&M of tower sites	SP	BSNL	SP
Coordination with customers for site sharing	SP	BSNL	SP
Contract negotiation and closure	BSNL	SP	-
Coordination with customers and handling and resolution of customer complaints	SP	-	SP
Providing site status alarms	SP	-	SP
Billing to customers	BSNL	SP	-
Coordination and follow-up for collection of bills	SP	BSNL	SP
Compliance with all local and statutory requirements related to passive equipment and discharge of responsibilities in the SA	SP	BSNL	SP

7.1.1. For the purpose of clarity, it is stated that for all contracts between BSNL and a third party, the SP shall take due written approval from BSNL for entering into such contracts on behalf of BSNL. Provided that this provision will not hold where the SA provides specific authorization to the SP

7.2. At a later stage, BSNL may also outsource the billing and invoicing function to the SP (or any other party) with mutual agreement and under suitable terms and conditions

8. Sites under the scope of work

8.1. Non-co-located sites

- 8.1.1. The list of all tower sites in the circle with site-level details as been provided as Annexure 1 to the SA.
- 8.1.2. From the overall list, all these non-co-located sites (or a sub-set forming at least 75% of these sites (rounded to the nearest whole number)) will be handed over to the SP as per terms and conditions of this agreement for O&M and S&M services.
- 8.1.3. BSNL at its sole discretion will decide on the proportion (at least 75%) and exact sites of the total non-co-located sites to be handed over to the SP. SP will have to take-over these sites, as decided by BSNL as per the terms of this SA
- 8.1.4. For non-co-located sites, the SP will be responsible for both O&M and S&M services as mentioned in Clause 4,5,6,7 above

8.2. Co-located sites

- 8.2.1. BSNL, at its sole discretion, may offer to hand-over un-manned co-located sites to the SP for O&M and S&M services. On receiving such offer, if these sites are accepted by the SP, it will then become responsible for O&M and S&M of these sites with its scope as mentioned in Clause 4,5,6,7 above
- 8.2.2. In addition, BSNL at its sole discretion may offer to hand-over co-located sites to the SP for O&M and S&M services, after isolation and setting-up of dedicated infrastructure / equipment for wireless operations at these sites at BSNL's own expense. On receiving such offer, if these sites are accepted by the SP, it will then become responsible for O&M and S&M of these sites with its scope as mentioned in Clause 4,5,6,7 above
- 8.2.3. Also, the SP may offer to isolate and set-up dedicated infrastructure / equipment for the wireless business at co-located sites at its own expense, post which the SP can undertake O&M and S&M of such sites. Such action will be undertaken with explicit written permission of BSNL for each co-located site separately. Once handed over, the SP will be responsible for O&M and S&M of these sites with its scope as mentioned in Clause 4,5,6,7 above
- 8.2.4. Such sites handed-over to the SP under Clauses 8.2.1, 8.2.2, 8.2.3 above will be governed by the same terms and conditions as non-co-located sites under this SA (without any consideration for the investment made by the SP in the isolation and setting up of dedicated infrastructure / equipment at the co-located sites as per Clause 8.2.3)
- 8.3. Sites added after initial transfer of sites to the SP
- 8.3.1. In addition to the existing sites, any new sites added by BSNL in circle will fall under the scope of the SP and will be handed over to the SP, provided that these sites are not co-located sites.

9. SP's rights and authorities

9.1. Site rent negotiation

- 9.1.1. In order to facilitate coordination with the site landlords for the SP, the SP will be authorized to negotiate the site rent on behalf of BSNL on all sites handed over to the SP
- 9.1.2. The SP will be authorized to negotiate the rent only upto 20% increase / decrease from the existing rent figures. Beyond this range, the SP will have to take BSNL's approval for finalization of the rent

- 9.1.3. The provisions of Clauses 9.1.1 and 9.1.2 above hold only in cases of those sites, where one or more BTSs are getting added / removed from the site. In other cases, only BSNL will hold the authority to negotiate site rent with the landlords

9.2. Movement / Transfer of assets

- 9.2.1. To enable better management and utilization of the passive infrastructure assets, the SP will be authorized move / transfer movable passive infrastructure / equipment from one site to the other, at its own sole discretion, provided that the SLAs defined under this SA are not compromised
- 9.2.2. The SP will keep detailed record of such movement / transfer in the Assets Register, which will be shared with BSNL, in order that all assets and their respective sites can be tracked at any time
- 9.2.3. For the purpose of this Clause, the tower infrastructure and associated civil infrastructure will be considered as immovable infrastructure

9.3. Replacement of assets

- 9.3.1. To facilitate the replacement of old / obsolete, burnt or damaged equipment, the SP will be authorized to replace any of the existing BSNL equipment with new equipment, provided that the SLAs defined under this SA are not compromised
- 9.3.2. The SP will keep detailed record of such replacement in the Assets Register which will be shared with BSNL, in order that all assets and their respective status can be tracked at any time
- 9.3.3. As and when the existing equipment, which are a property of BSNL, and are replaced by the SP, SP will inform BSNL about such activity in writing.
- 9.3.4. It will be BSNL's responsibility to take a hand-over such equipment, and transfer these equipment from the site within 30 days of the receipt of information from the SP. The SP will not be responsible for providing any storage of the removed / replaced equipment beyond such period of 30 days.
- 9.3.5. If BSNL does not wish to retain or redeploy this equipment, then the responsibility of discarding this equipment will rest with the SP. BSNL will provide a written confirmation to the SP for the same within 30 days of the receipt of information from the SP.
- 9.3.6. If no response is provided by BSNL to the effect of either Clause 9.3.4 or 9.3.5 above within 30 days, BSNL will have waived its rights to retain this equipment, and the SP will be free to discard the equipment as it may deem fit, and keep the proceeds, if any
- 9.3.7. For the purpose of clarification, it is stated that the SP will have a full authority to install any new equipment / technologies at the sites to make the site more energy-efficient (including green technologies), provided that all SLAs as per this SA are met and the arrangement continues to be governed by the same commercial terms and conditions under this SA as sites where no such technologies are deployed

9.4. Negotiation of IP fee

- 9.4.1. The SP will proactively approach potential customers to add new tenancies to BSNL sites. Such new tenancies will be governed by the existing MSAs that BSNL has signed with TSPs.
- 9.4.2. Where there is an existing MSA in place, the SP may offer a discount (up to a maximum of 10%) on the IP fee mentioned in the MSAs for new tenancies. Note that

the provisions of this Clause are valid only for new tenancies to be added. No change in the IP fee for existing tenancies can be negotiated by the SP

- 9.4.3. The SP may also propose addition of new MSAs and changes in existing MSAs with the TSPs to BSNL. BSNL may, on its sole discretion, initiate the process of signing new MSAs or changing existing MSAs with the customers. BSNL may, at its sole discretion, also involve the SP in such negotiations

9.5. S&M of co-located sites

- 9.5.1. The SP may, with due authorization from BSNL, undertake the S&M of co-located sites (for which the SP is not undertaking O&M) as well as those non co-located sites which have not been handed over to SP for O & M. However, S&M responsibility for such sites will not be mandatory for the SP.
- 9.5.2. The compensation for providing S&M services for such sites will be governed by the provisions of Clause 7 Section 5B.
- 9.5.3. It is to be noted that for the provisions of Clause 11.1.1 will not hold in this case.

10. BSNL's rights

- 10.1. Right of adding BSNL's own tenancies
- 10.1.1. For all the sites handed over to the SP, where there are slots available for addition of more BTSs / antennas, BSNL will have the first right to install its BTSs / antennas. The SP will have to provide the necessary support for adding such BSNL tenancies on the sites
- 10.1.2. For addition of such BSNL tenancies to the sites, BSNL will first check the availability of slots using the site status and tenancy expectation reports issued by the SP. If it has been established that the required slots are available, BSNL will raise a written request to the SP for use of the slots providing details of the active equipment to be installed and expected date of installation. The SP will undertake the required up-gradation, if any, and make the site available for installation and operation of the active equipment within 60 days from the date of issue of the request. In case, the SP is not able to meet the 60 days timeline, BSNL may impose a penalty of INR 5,000 per week (or a part thereof) subject to a maximum of INR 40,000. A delay beyond a period of 12 weeks beyond the 60 day period will be considered as an Event of Default for the SP, and will be subject to the provisions of Clause 19.1.1 Section 5 B
- 10.1.3. For such tenancies added by BSNL on the sites, for an increase of 0.65 KW or more in load of the site, BSNL will compensate the SP for undertaking up-gradation of the site. The compensation for the up-gradation will be fixed for the term of the SA at INR 50,000/- for each 0.65 KW or part thereof for increase in load of the site. No such compensation will be provided if the site load increase is less than 0.65 KW. The determination of the increase in the site load will be jointly determined by the SP and BSNL
- 10.1.4. It is to be noted that no such up-gradation compensation will be provided for addition of external (non-BSNL) tenancies

10.2. Site access

- 10.2.1. At all times during the term of the contract, BSNL and its authorized representatives will have the right to access any of the sites handed over to the SP

10.2.2. The SP will cooperate and coordinate with BSNL to provide access to the sites as and when requested

10.3. Discontinuation of sites

10.3.1. BSNL, at its sole discretion, will have the right to discontinue any of its site at any point during the term of this SA, provided that at all times during the term of the SA, the number of sites under SP's scope of work are higher than as provided in Clause 8.1.2 Section 3A. Further, such discontinuation of sites shall not be done on more than 5% of non-collocated sites for the circle mentioned in the Section-1 Part A. In case the discontinuation exceeds the %age as above, then for such sites provisions for foreclosure as mentioned in Clause-22 of Section 5B shall apply. The discontinuation of the site will also effectively end the SP's O&M and S&M services for the site, and the associated compensation.

10.3.2. In case of discontinuation of sites, all financial and commercial implications towards external tenancies will be borne by BSNL. Also, the SP will be free to uninstall and take away the passive equipment installed at the site, which are owned by the SP. BSNL will have no obligation towards the SP for such discontinuation of sites, provided that all dues for O&M and S&M compensation have been cleared.

10.4. Change in site location

10.4.1. BSNL, at its sole discretion, will have the right to re-locate its any of its site at any point during the term of this SA. The discontinuation of the site will not affect the services of the SP, who will continue to provide its services at the new location.

10.4.2. In case of relocation of sites, all financial and commercial implications towards external tenancies, and the relocation expenses will be borne by BSNL. BSNL will have no obligation towards the SP for such relocation of sites. However, the SP will cooperate and coordinate with BSNL to facilitate the relocation process.

11. BSNL's responsibilities

11.1. Passing on S&M leads

11.1.1. After the SP takes over the O&M and S&M responsibilities of the sites, if BSNL receives any enquiries regarding tenancy addition / other non-conventional revenue sources for the sites, which are under the scope of the SP, BSNL shall promptly inform the representatives of the SP and pass on the lead

11.2. Clearing of dues

11.2.1. Before the hand-over of the sites to the SP, all dues payable by BSNL related to the sites (such as electricity and site rentals) will be paid and cleared of by BSNL

11.3. Communication to stake-holders

11.3.1. BSNL will communicate to all stake-holders about the SA and the relationship with the SP, and inform them about the duties and authorizations of the SP in order to facilitate the transition of services to the SP

11.4. Management of on-going service contracts

- 11.4.1. Currently, while BSNL largely manages the O&M related activities of the sites in-house, however in a few areas / circles, certain O&M related activities have been outsourced. Also, it has certain on-going AMC contracts with OEMs
- 11.4.2. Almost all such outsourcing contracts have a term of one year or less. To ensure a smooth hand-over of all O&M responsibilities to the SP under this SA, BSNL will ensure that:
 - a) From the date of issue of the Tender Document, all such outsourcing contracts are issued / renewed for a term of 3 months or less
 - b) Sites are handed-over to the SP after completion of the term with the outsourcing contractor
 - c) All dues of the outsourcing contractor are paid before hand-over of the sites to SP

11.5. BSNL to share invoice details

- 11.5.1. BSNL is responsible for raising all invoices to external customers
- 11.5.2. In order to facilitate the follow-up and coordination of the collection from external customers, which is the responsibility of the SP for the sites under its scope, BSNL will provide details of all invoices raised to these customers to the SP

12. SP to report to BSNL

12.1. Site information portal

- 12.1.1. BSNL's tower business currently maintains a portal to track the infrastructure under operation within the tower business. Under this SA, the SP will be responsible for updating the website for information pertaining to the circle under his scope.

12.2. Fault registration and resolution portal

- 12.2.1. The SP will also be responsible for maintaining an online complaint / fault registration and resolution portal to allow for recording, escalation and retrieving of the information
- 12.2.2. The SP will also generate a Fault Analysis Report on a monthly basis to assist in the resolution and reconciliation of outage penalties, if any. Such reports will be made accessible on this portal

12.3. Assets Register portal

- 12.3.1. The SP will tag all existing passive equipment and maintain records of the status of each of these equipment
- 12.3.2. Any movement / transfer / replacement of the passive equipment will be recorded and updated in the portal. Also, any new equipment installed on the sites will be duly tagged, and their particulars will be updated on the Assets Register portal
- 12.3.3. Such record will be made available to the BSNL at all times

12.4. S&M status portal

The SP will also report to BSNL the status of S&M activities carried out including the status of tenancy requests received, pending / approved requests, and commissioned for each site. The SP shall also report the expected tenancies that BSNL may receive going forward.

SP shall develop online request generation for new tenancy and monitoring of feasibility and service order and finally RFIEd/ handing over of the site to other TSPs. And, maintain updated information on BSNL's towers sites for Sales and Marketing.

- 12.5. All the above reports will be generated online, and authorized BSNL representatives (at least one in each SSA and 5 in Circle and Corporate Office) shall be given rights to access these reports on a real-time basis.

13. Site Electrification

- 13.1. Currently, some sites of BSNL are not electrified. BSNL will encourage and authorize the SP to get such sites electrified on behalf of BSNL. Any CAPEX involved in such activity will be borne by the SP. However, the compensation for site energy costs will be continue at the prevailing rates
- 13.2. It is to be noted that the electricity connection and all contracts required for electrification will be with BSNL only, and the SP will act only as an agent of BSNL to coordinate the electrification activity.

SECTION-3 Part B
TECHNICAL SPECIFICATIONS / REQUIREMENTS (TSR)

NOT APPLICABLE

SECTION-3 Part C

SCHEDULE OF REQUIREMENTS (SOR)

Comprehensive Operations & Maintenance (O&M) and Sales & Marketing (S&M) of the following non-collocated BSNL tower sites in 25 Circles is under the scope of this Bid Document. The details of the site DC load power slab-wise for all the 10 Clusters is as given below-

Cluster No.	No. of Sites in DC Load Power Slab										Total
	0.00 to 1.00		1.01 to 2.00		2.01 to 3.00		3.01 to 4.00		4.01 to 5.00		
	(ID)	(OD)	(ID)	(OD)	(ID)	(OD)	(ID)	(OD)	(ID)	(OD)	
Cluster-1	0	0	769	698	168	75	440	182	108	0	2440
Cluster-2	0	0	723	1142	125	136	77	136	46	7	2392
Cluster-3	0	0	1540	1475	35	6	548	320	104	0	4028
Cluster-4	0	0	1346	580	170	34	765	13	37	0	2945
Cluster-5	125	0	1228	501	196	22	286	7	51	0	2416
Cluster-6	0	0	1305	2001	49	0	1098	437	27	0	4917
Cluster-7	0	0	805	698	69	0	904	164	54	0	2694
Cluster-8	0	0	1733	2059	193	95	586	112	16	0	4794
Cluster-9	0	0	922	1341	221	173	885	110	37	0	3689
Cluster-10	0	0	904	963	175	175	321	321	58	0	2917
Total											33232

The SP has to maintain above mentioned sites as per the SLA prescribed under Annexure – 2, Section 5 Part-B.

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

1. DEFINITIONS- Refer Section 4B

2. ELIGIBILITY CONDITIONS:

- 2.1. Kindly refer to Clause 4 of Section – 1 i.e. detailed NIT.
- 2.2. Bidder is expected to obtain clearance from Reserve Bank of India, wherever applicable.

3. COST OF BIDDING

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

4. DOCUMENTS REQUIRED

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

5. CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by Fax & by Email of BSNL as indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives 21 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. (Format for submission of queries in Excel sheet only)
- 5.2. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant Clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS

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

account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

7. DOCUMENTS COMPRISING THE BID

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

- a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- b) EMD/Bid Security furnished in accordance with Clause 12.
- c) A Clause by Clause compliance as per Clause 11.2 (c) – **This Clause is not applicable**
- d) A Bid form and price schedule completed in accordance with Clause 8 & 9.

8. BID FORM

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

9. BID PRICES – N/A

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION - Refer Clause 6 Section 4B

11. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS - This Section is not applicable

12. BID SECURITY / EMD

- 12.1. The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 (DNIT).
- 12.2. The MSE bidders are exempted from payment of bid security:
 - a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order
- 12.3. The bid security is required to protect BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 and 12.2 shall be rejected by BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)
- 12.5. The bid security of the unsuccessful bidder will be discharged/ returned as promptly as

possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by BSNL pursuant to Clause 13.

- 12.6. The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily in accordance with Clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity/sites in pursuance to Clause no. 24.4 & 27.3 of this Section.
- 12.7. The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with Clause 28.

13. PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in Clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by BSNL being non-responsive.
- 13.2 In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. The bidder may refuse the 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 (in case of e-tendering) & by hand signatures (for manual bidding process), 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. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.
- 14.3. **Power of Attorney**
- a. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
 - b. The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
 - c. In case of the bidder being a firm, the said Power of Attorney should be executed

by all the partner(s) in favour of the said Attorney.

15. SEALING AND MARKING OF BIDS

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

15.1.1 The bids may be called under

- a) Single stage bidding & Single envelope system OR
- b) Single Stage Bidding & Two Envelope System

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

15.1.2 In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a single envelope. The cover shall contain the 'Original Copy' of the bids subject to Clause 14.2. The envelope should be sealed by the personal seal of the bidder.

15.1.3 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes; (for manual bidding process only)

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

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

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

15.2 a) The offline envelopes shall be addressed to the purchaser inviting the tender.

In case of tenders invited by MMT Section of BSNL CO, the Purchaser Address shall be:

*DGM (MMT),
Bharat Sanchar Nigam Limited (Corporate Office),
2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001.*

b) The offline envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

c) The inner and outer offline envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.

d) Offline envelope should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to Section Officer (MMT) [in case of tenders invited by MMT Section of BSNL C.O.] / concerned officer to be specified by tendering authority [In case of tenders invited from other units of BSNL CO./ Circles/ SSA of BSNL] at the venue (address is given in Clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.

f) Venue of Tender Opening:

(i) In case of Tenders invited by MMT Section of BSNL, C.O., tenders will be opened in MMT Section, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001 at specified time & date as stated in NIT.

(ii) In case of tenders invited from other units of BSNL CO./ Circles / SSA of BSNL, the details of Venue shall be specified by the purchaser inviting the tender of concerned Circle/ SSA .

If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on Meeting Room, 2nd Floor, Bharat Sanchar Bhawan and notice board on 2nd Floor, Bharat Sanchar Bhawan) [in case of tenders invited by MMT Section of BSNL C.O.] & at a place notified by other Section of BSNL CO./ Circle/SSA[In case of tenders invited from other Sections of BSNL CO./ Circles/ SSA of BSNL].

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

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

16.3. The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.– **This Clause is not applicable**

17. LATE BIDS

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

18. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for

submission of bids.

19. OPENING OF BIDS BY BSNL

- 19.1. BSNL shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of D NIT(Section-1) on due date.
- 19.2. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).
- 19.3. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.4. Name of envelopes to be opened & information to be read out by Bid Opening Committee
- (i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT. – **This Clause is not applicable**
 - (ii) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to DGM (MMT), BSNL, CO./ Other Section in BSNL, CO./ 'MM' cell in circle/ SSA offices (as applicable) for retention.

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

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

- (iii) The following information should be read out at the time of Techno-commercial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item
 - c) EMD amount & validity and acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.
- (iv) The following information should be read out at the time of Financial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item
 - c) Prices quoted in the bid
 - d) Discount, if offered
 - e) Taxes & levies

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

- 19.4 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.

20. CLARIFICATION OF BIDS

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

21. PRELIMINARY EVALUATION

- 21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by BSNL.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to Clause 22, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS -

- 22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be

substantially responsive pursuant to clause 21.

- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. as arrived in Col. 17 of the price schedule in the Section -9 Part B (I&II) of the Bid Document after arithmetical correction in the manner laid down in clause 21.2 above.

As stipulated in clause 9.1, Octroi/Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/Entry Taxes will be paid extra as per actual wherever applicable on production of proof of payment/relevant invokes/documents.

- a. "Duties & Taxes for which the firm has to furnish CENVAT-able Challans/Invoices will be indicated separately in the PO/APO i.e. WO/AWO.
- b. Vendors should furnish the correct E.D./Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- c. In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the BSNL may allow the supplier to submit necessary documents in this regard which may enable the BSNL to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.
- d. The BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D. / Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D./Customs Tariff notifications.
- e. "If the supplier fails to furnish necessary supporting documents i.e. Excise/Customs invoices etc. in respect of the Duties/taxes which are CENVAT-able, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm."

23. CONTACTING BSNL

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

24. PLACEMENT OF ORDER – Refer Clause 11 Section 4B

25. PURCHASER'S RIGHT TO VARY QUANTITIES – Refer Clause 14 Section 4B

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

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

27. ISSUE OF ADVANCE WORK ORDER

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

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

27.3 L-1 bidder may be issued Advanced Work Order (AWO) in two stages. The first AWO shall be issued for L-1 quantity as defined in Clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A. – **This Clause is not Applicable**

28. SIGNING OF CONTRACT - Refer Clause 11 Section 4B

29. ANNULMENT OF AWARD

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

30. QUALITY ASSURANCE REQUIREMENTS – This Clause is not applicable

31. REJECTION OF BIDS

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

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

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

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

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

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

f) Section-4 Part A Clause 9.5 on discount which is reproduced below:-

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

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

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

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

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

32. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT. - Refer Section 4B

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution

nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

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

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

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

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

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

Note for Tender opening Committee:

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

36. Security Clause as per latest guidelines and requirement –

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

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

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) contd	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.

	(iv) If <i>detection of default after issue of WO</i>	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the services received if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	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) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Forfeiture of EMD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	i) Termination of WO. ii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting SP iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting SP iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting SP.
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . c) for amount higher than that approved by BSNL for that service.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' Clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL. c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. e) undertakes any action that affects/ endangers the security of India.	iv) Legal action will be initiated by BSNL against the Vendor if required.

8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<ul style="list-style-type: none"> i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting SP iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<ul style="list-style-type: none"> i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting SP iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	<ul style="list-style-type: none"> 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.
10 con-td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	<ul style="list-style-type: none"> 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/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>Note 9:Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.</p>		

ANNEXURE-1 to the Appendix

Sub: - Procedure to be followed for taking action against a vendor (in case of deficiency stated in Para 1 of Appendix-1, Section 4A Chapter 4):

1. Vendor is found guilty of
 - (a) Submitting fake / forged Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee, EMD.
 - (b) Certificate for claiming exemption for the same and detection of default prior to award of APO.
2. On noticing the default the executive in concerned unit inviting tender shall issue a letter (with the approval of tender approving authority) to the vendor asking him to explain his conduct on the noted default (Letter may be drafted using sample draft enclosed at Annexure-1A).
3. On receipt of the written reply/ explanation of the vendor:
 - 3.1 If reply is found to be satisfactory by the tender approving authority, then it may drop the case.
 - 3.2 In case either the explanation is not found satisfactory by the tender approving authority or the vendor does not reply/ respond to the letter, a Notice asking reasons/ justifications for the misconduct shall be served on the vendor. Giving him 7 days time to respond (Notice may be drafted using sample draft enclosed at Annexure-1B (i) or 1B (ii), as applicable).
4. On receipt of the written reply/ explanation stating reasons/ justifications for his misconduct of the vendor:
 - 4.1 If reasons/ justifications are found to be satisfactory by the tender approving authority then it may drop the case.
 - 4.2 If reasons/ justifications are not found acceptable by the tender approving authority then it will take necessary action to issue Business banning/ barring order. [Business banning/ barring order may be drafted using sample draft enclosed at Draft at Annexure-1C (i)]
5. In the case the vendor does not reply/ respond to the notice, then the tender approving authority will take necessary action to issue Business banning / barring order. [Business banning/ barring order may be drafted using sample draft enclosed at Draft at Annexure-1C (ii)].

Note 1:- In case of other defaults listed in Appendix-1, Section 4A Chapter 4, tender approving authority will take action in similar way as per above listed procedure.

Note 2:- The above penalties will be imposed provided it does not clash with the provision of the respective tender.

Note 3:- In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.

ANNEXURE- 1A

Letter to vendor intimating deficiency & asking him to submit his reply
(Sample Draft)

Regd. AD

Bharat Sanchar Nigam Limited

(A Govt. Of India Enterprise)

o/o..... (State full postal Address)

Tel. No..... Fax No.....E-mail:

To,
M/s.....
.....
.....

No..... Dated.....

Sub: Deficiency in EMD and/ or tender fee received from you.

Your Ref:- Offer/ bid received against BSNL tender no.....opened on..... for procurement of.....

We find that:

- a) DD No.dated drawn on (Bank & Branch) received from you towards EMD and/ or tender fee along with your bid/ offer against the above mentioned tender is fake/ forged.
- b) This is based on the report received from (Designation of officer) of (Bank's name and address).

As a genuine bidder you are expected to submit a genuine bank instrument for EMD which you have not done.

Kindly explain your conduct in this regard and submit a written reply.

Your reply should reach the undersigned within 7 days of receipt of this letter or 15 days from the date of issue of this letter.

Yours sincerely,

Signature

Name

Designation: DGM

Copy to: - 2) O/c.

ANNEXURE-1B (i)

Notice to vendor who has replied to the letter and his reply is not found satisfactory by the Tender Inviting/ Approving Authority (Sample Draft)

Regd. AD

Bharat Sanchar Nigam Limited

(A Govt. Of India Enterprise)

O/o..... (State full postal Address)

Tel. No..... Fax No.....E-mail:

To,

M/s.....

.....

No..... Dated.....

NOTICE

Sub: Deficiency in EMD and/ or tender fee received from you.

Your Ref.: - 1) No.....dated..... from

2) Offer/ bid received against BSNL tender no.....opened on.....
for procurement of.....

We are in receipt of your above referred letter explaining the reasons for deficiency noted in DD submitted by you towards EMD and/ or tender fee against our tender No.....opened on.....

We find that the reasons furnished by you in your reply for submission of fake / forged DD are not acceptable.

It will be relevant to mention that submission of fake / forged DD indicates that you are not a trustable firm & invites penalty of banning of business dealing with your firm.

You are hereby given a notice to submit your written reply indicating any further reason/ justification for submission of fake/ forged DD.

Your reply should reach the undersigned within 7 days of receipt of this letter or 15 days from the date of issue of this letter, failing which we will be constrained to initiate action for banning of business dealing with your firm.

Yours sincerely,

Signature

Name

Designation: DGM

Copy to: - 2) O/c.

ANNEXURE-1B (ii)

Letter to vendor who has not replied to the letter issued by the Tender Inviting/ Approving Authority asking him to submit his written reply (Sample Draft)

Regd. AD

Bharat Sanchar Nigam Limited

(A Govt. Of India Enterprise)

O/o..... (State full postal Address)

Tel. No..... Fax No.....E-mail:

To,

M/s.....

.....

.....

No..... Dated.....

NOTICE

Sub: Deficiency in EMD and/ or tender fee received from you.

Our Ref.:- Letter no. Dated From

Your Ref.:- 1) Offer/ bid received against BSNL tender no.....opened on.....
for procurement of.....

Kindly refer to our above mentioned letter wherein we had asked you to explain your conduct on the deficiency noted by us in you offer/ bid.

We have not received any reply from you which implies that you accept the error intimated to you and you have nothing to submit /say on the matter.

Submission of fake /forged DD as EMD and or tender fee is a grave default from a responsible firm and invites serious penalties like banning of business dealing.

You are hereby given a notice to submit your written reply indicating any further reason/ justification for submission of fake /forged DD.

Your reply should reach the undersigned within 7 days of receipt of this letter or 15 days from the issue of this letter, failing which we will be constrained to initiate action for banning of business dealing with your firm.

Yours sincerely,

Signature

Name

Designation: DGM

Copy to: - 2) O/c.

ANNEXURE-1C (i)

Business banning order to vendor for submission of fake/ forged DD towards EMD and or tender fee (in case written reply received against Notice is not acceptable)

(Sample Draft)

Regd. AD

Bharat Sanchar Nigam Limited

(A Govt. Of India Enterprise)

O/o..... (State full postal Address)

Tel. No..... Fax No.....E-mail:

To,

M/s.....

.....

.....

No..... Dated.....

Sub: Banning of business dealing with your firm.

Your Ref: 1) No.....dated..... from

2) Offer/ bid received against BSNL tender no.....opened on.....
for procurement of.....

We are in receipt of your reply vide above mentioned letter in response to our Notice intimating deficiency in EMD and/ or tender fee received from you.

We find that the reasons/ justifications furnished by you in your reply for submission of fake / forged DD are not acceptable and warrant necessary action as per policy of BSNL.

I am directed to intimate that the competent authority has found the deficiency to be serious and thereby decided to ban business dealings with your firm for a period of three years which will be effective from.....(date) which may please be noted.

Yours sincerely,

Signature

Name

Designation: DGM

Copy to: - 2) O/c.

3) GM (MM), BSNL CO, New Delhi for infn.

ANNEXURE-1 C(ii)

Business banning order to vendor for submission of fake/ forged DD towards EMD and or tender fee (in case written reply against Notice is not received)

(Sample Draft)

Regd. AD

Bharat Sanchar Nigam Limited

(A Govt. Of India Enterprise)

O/o..... (State full postal Address)

Tel. No..... Fax No.....E-mail:

To,

M/s.....

.....

.....

No..... Dated.....

Sub: Banning of business dealing with your firm.

Our Ref.:- Notice no. Dated From

Your Ref: 1) Offer/ bid received against BSNL tender no.....opened on.....
for procurement of.....

Kindly refer to our above mentioned Notice wherein we had asked you to submit your written reply indicating reason/ justification on the deficiency intimated to you in your offer/ bid.

We have not received any reply from you against our notice under reference which implies that you accept the default committed by you and you have nothing to say/ submit further.

I am directed to intimate that the competent authority has found the deficiency to be serious and thereby decided to ban business dealings with your firm for a period of three years which will be effective from.....(date) which may please be noted.

Yours sincerely,

Signature

Name

Designation: DGM

Copy to: - 2) O/c.

3) GM (MM), BSNL CO, New Delhi for infn.

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. Definitions

- 1.1. **“BSNL”** shall mean the CMD, Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- 1.2. **“Bid”** shall mean Non-Financial and Price Bid submitted by the Bidder, in response to this Bid Document, in accordance with terms and condition hereof.
- 1.3. **“Bidder”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company.
- 1.4. **“Bidding Company”** shall mean the single registered corporate entity that has submitted a Bid in response to this document.
- 1.5. **“Bid Document”** The bid document comprises definitions, description of the bidding process, qualifying requirements, instructions and clarifications provided to the Bidders in writing etc. to enable the Bidders to prepare their Non-Financial and Price Bid.
- 1.6. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this Bid document
- 1.7. **“SP”** or **“Service Provider”** or **“Contractor”** means the individual or firm performing the services under the contract.
- 1.8. **“Advance Work Order”** or **“AWO”** shall mean the intention of BSNL to sign the Service Agreement with the bidder.
- 1.9. **“Service Agreement”** or **“SA”** or **“Work Order”** means the order placed by the BSNL on the Successful Bidder signed by the BSNL including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.10. **“Contract Price”** means the price payable to the SP under the Work Order for the full and proper performance of its contractual obligations.
- 1.11. **“Telecom Service Provider”** or **“TSP”** 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.
 - any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- 1.12. **“BTS Infra Items / Passive Infrastructure”** means the various equipment involved in Operation and Maintenance of mobile site namely Battery, Power Plant, DG, AC/Free Cooling System, Fire Alarm System, Tower, Shelter/Room, Earth and Electrical Connections and fittings, AMF Equipment, Lightening Conductors, Aviation Light and associated Equipment installed at the site
- 1.13. **BSS Items:** BSC/RNC, BTS/NodeB (including RRH) site equipment, Antenna, Cards, RF Cable, etc.
- 1.14. **Mini-Link and M/W Systems:** 15GHZ/18GHZ short distance M/W systems deployed for connectivity of BTS/NodeB
- 1.15. **Core Network Items:** MSC, GMSC, MGW/GMW, VLR, HLR, OSS, SGSN, OMC-R, RF Planning Tools and associated items (e.g. MPBN, BTY/PP etc)

- 1.16. **Zonal Network Items:** B&CCS, IN, GGSN, SMSC/MMSC, PCRF, OTA, FMCC/RA, WAP Gateway, WMS server etc and associated items (e.g. BTY/PP)
- 1.17. **“Applicable Law”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- 1.18. **“Day”** shall mean Calendar day
- 1.19. **“Effective date”** shall mean the date on which the contract comes into force and effect
- 1.20. **“Authorized Representative and Signatory”** or **“Authorized Representative”** or **“Authorized Signatory”**- Each Bidder shall designate maximum two persons (**“Authorized Representative and Signatory”** or **“Authorized Representative”** or **“Authorized Signatory”**) authorized to represent the Bidder in all matters pertaining to its proposal. The designated persons should hold the power of attorney duly authorizing him/her to perform all tasks including but not limited to sign and submit the proposal; to participate in all stages of the bidding process; to conduct correspondence for and on behalf of the Bidder, and to execute the contract and any other documents required to give effect to the outcome of the bidding process. The original power of attorney, duly notarized, in favour of the Authorized Representative and Signatory shall be enclosed by the Bidder along with the covering letter.
- 1.21. **“Affiliate”** shall mean a company that either directly or indirectly
- controls or
 - is controlled by or
 - is under common control with
- 1.22. **A Bidding Company** and **“control”** means directly or indirectly ownership by one company of more than fifty percent (50%) of the voting rights of the other company.
- 1.23. **“Conflict of Interest”** A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the bidding process for a zone, if they have a relationship with each other, directly or through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder
- 1.24. **“PBG”** shall have the meaning specified for the term in the Principles of Agreement.
- 1.25. **“Price Bid”** shall mean online submission of Price Bid, containing the Bidder’s Quoted price schedule as per the Format IX of this Bid document.
- 1.26. **“Financial year (FY)”** shall mean the twelve (12) month period corresponding to the audited financial statements of the Bidder
- 1.27. **“MOU”** shall mean Memorandum of Understanding
- 1.28. **“Non-Financial Bid”** shall mean online submission (PDF format) of the Bid containing documents.
- 1.29. **“Parent Company”** shall mean a Company that holds more than fifty percent (50%) of the paid-up equity capital with equal voting right directly or indirectly in the Bidding Company.
- 1.30. **“Qualification Requirements”** shall mean the qualification requirements as set forth in Clause 4 Section -1 DNIT of this Bid document.
- 1.31. **“Qualified Bidder(s)”** shall mean the Bidder(s) who, after evaluation of their Non-Financial Bid as per Clause 4 Section -1 DNIT, stands qualified for opening and evaluation of his Price Bid.
- 1.32. **“Scheduled Banks”** constitute those banks which have been included in the second schedule of Reserve Bank of India Act 1934.
- 1.33. **“Successful Bidder”** shall mean the Bidder selected by BSNL pursuant to this Bid document for outsourcing of O&M of passive infrastructure at BTS sites, and to whom

an AWO has been issued.

- 1.34. **Total Service Fee (TSF)** shall mean total cost of energy, O&M service fee including CAPEX requirements, if any.

2. General Information

- 2.1. The Bid Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the party to whom it is issued. This Bid Document must not be copied or distributed by the recipient to third parties (other than, to the extent required by the applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this document). In the event that after the issue of the Bid Document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this Bid Document and the information contained herein must be kept confidential by such party and its professional advisors at all times.
- 2.2. BSNL reserves the right to change, modify, add, alter the Bid Document or cancel the bidding process without assigning any reasons thereof, at any time during the bidding process. All parties to whom this Bid Document has been issued shall be intimated of any such change. The Bidders or any third party shall not object to such changes/ modifications/ additions/ alterations explicitly or implicitly. Any such objection by the bidder shall make the Bidder's proposal liable for rejection by BSNL. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of BSNL with respect to this Bid Document.
- 2.3. The Bidder shall not make any public announcements with respect to this Bidding process or the Bid Document. Any public announcements to be made with respect to this bidding process or this Bid Document shall be made exclusively by BSNL. Any breach by the Bidder, of this Clause, shall be deemed to be non-compliance with the terms and conditions of the Bid Document and shall render the Bidder's Proposal liable for rejection. BSNL's decision in this regard shall be final and binding upon the Bidder.
- 2.4. It is clarified that the provisions of Clauses 2.1 and 2.3 shall not apply to information relating to this document already available in the public domain prior to the issue of this document.
- 2.5. The Bid Document may be withdrawn or Bid process may be cancelled by BSNL at any point of time during the Bidding Process, without assigning any reasons thereof.

3. Clarification of Bid Documents

- 3.1. In addition to Clause 5.1 and 5.2 of Section 5 A, it should be noted that BSNL is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for
- 3.2. There shall be no extension in the Bid Deadline on account of clarifications sought in accordance with Clause 5 of Section 5 A
- 3.3. Site-wise data of passive infra like DG, Battery, Air Conditioners shall be issued to bidders after signing an NDA as per Format 6E

4. Authorized Representative and Signatory of the Bid Document

- 4.1. The Bidder shall designate maximum two persons authorized to represent the Bidder in all matters pertaining to its Bid

- 4.2. The Authorized Representative should hold the power of attorney duly authorizing him / her to perform all tasks including sign and submit the Bid, participate in all stages of the bidding process, conduct correspondence for and on behalf of the Bidder and thereby bind the Bidder, and execute the Service Agreement and any other documents required to give effect to the outcome of the bidding process
- 4.3. The original power of at Attorney, duly notarized, in favour of the Authorized Representative shall be enclosed by the Bidder along with Non-Financial Bid. The power of attorney should also be enclosed along with the board resolution authorizing the person granting the power of attorney to the Authorized Representative
- 4.4. Authorized Signatory shall initial all pages of the Bid Documents

5. Documents establishing bidder's eligibility and qualification

5.1. Entity Supporting Documents:

5.1.1. Certificate of registration / incorporation of the Bidder. In case of a consortium, of all member firms

5.1.2. Articles of Association and Memorandum of Association of the Bidder.

5.2. Financial Qualification Supporting Documents (Refer Format 6K)

5.2.1. Audited Financial Statements for last three financial years (2013-14, 2012-13, 2011-12)

5.2.2. In case of a subsidiary company seeking financial qualification basis the strength of its holding / parent company, a) the board resolution of the holding / parent company

5.3. Technical Qualification Supporting Documents- (Refer Format 6J)

5.3.1. In case the tower sites where the Bidder undertakes comprehensive O&M are owned by the Bidder itself - an auditor certificate regarding ownership of tower assets with details of number of tower sites owned and operated during the past three years shall be submitted by the bidder

5.4. Service tax certificate from Taxation authorities

5.5. Proof (copy) of valid PAN

5.6. Power of Attorney as per Clause 14.3 (a) and (d) of Section 4A and authorization for executing the power of Attorney as per Clause 14.3 (b) or (c) of Section 4A.

5.7. Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally. (Format Section 6A)

5.8. Bidder's Profile & Questionnaire duly filled & signed (Format Section 8)

5.9. Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with Clause 34 of Section 4A (Format Section 6B)

5.10. Details about the bidding firm with a 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. (Format Section 6D)

5.11. Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.

5.12. Approval from Reserve Bank of India/ SIA in case of foreign collaboration.

5.13. Self-undertaking by the Bidder (all member firms in case of consortium) that they have never have been black-listed by any Central/ State Governments/ PSUs in India or foreign jurisdictions, or the same has been revoked during last three calendar years

from the last date of issue of the Bid Documents

- 5.14. Duly signed Integrity pact (Format Section 6F)
- 5.15. Covering letter referring to all the documents submitted in the bid in accordance with Clause 7 Section 4 A and Clause by Clause compliance (Format Section 6C)
- 5.16. Mutual Non-disclosure agreement (Format Section 6E)
- 5.17. Bank Guarantee issued by parent company (Format 7D)
- 5.18. Consortium Agreement
- 5.19. Board Resolution by the parent company (if required) resolving to act as the guarantor towards the performance and liabilities of the Bidding company (Format 6G)

6. EMD

- 6.1. The EMD shall be valid for a period of thirty (30) days beyond the validity of the Bid.
- 6.2. In addition to Clause 12.7 (a) and (b) of Section 4A, if the bidder submits any wrong information or making any misrepresentation in Bid as mentioned in Clause 8 and Clause 13, the bid security may be forfeited
- 6.3. It is to be noted that in case a Bidder is bidding for multiple clusters, separate EMDs will have to be furnished for each cluster. The value of the EMDs for bidding in different clusters is defined in Section 1 DNIT.

7. Other information and instructions

- 7.1. If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, BSNL reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the Service Agreement shall apply.
- 7.2. If for any reason the Bid of Successful Bidder is rejected or AWO issued to such Successful Bidder is cancelled, BSNL may:
 - a) Bar the Bidder (all consortium partners in case of a consortium) from participating in the Bid process (including any further rounds of bidding); and / or
 - b) Annul the bid process; and / or
 - c) Take any such measure as may be deemed fit in the sole discretion of BSNL
- 7.3. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format given in Section 4.
- 7.4. BSNL may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the quoted Service Fee shall be sought or permitted by BSNL
- 7.5. Non submission and / or submission of incomplete data / information required under the provisions of the Bid Document shall not be construed as waiver on the part of BSNL of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.
- 7.6. BSNL may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary.
- 7.7. If at any time during the evaluation process BSNL requires any clarifications, they reserve the right to request such information from any bidder and the bidder shall be

obliged to provide the same within a reasonable time frame.

8. Bidder To Inform Itself Fully

- 8.1. This Bid Document includes statements, which reflect the various assumptions arrived at by BSNL in order to give a reflection of the current status in the Bid Document. These assumptions may not be entirely relied upon by the Bidders in making their own assessments. This Bid Document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources.
- 8.2. The bidders must familiarize themselves with local conditions and take them into account in preparing their Bids. The bidders also advised to obtain first-hand information on the proposed assignment and on the local conditions.
- 8.3. In order to facilitate the bidders in familiarizing with the tower sites. BSNL Corporate Office will issue standing instructions to the circles allowing site visits by the Bidders.

9. Confidentiality

- 9.1. The parties undertake to hold in confidence this Bid documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:
 - a) to their professional advisors;
 - b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
 - c) disclosures required under applicable Law, without the prior written consent of the other parties of the concerned agreements.
- 9.2. It is provided that the Bidder agrees and acknowledges that BSNL may at any time, disclose the terms and conditions of the Bid Documents to any person, to the extent stipulated under the applicable Law or as deemed necessary by BSNL

10. Signing of Contract

- 10.1. Within fourteen (14) days of the issue of the Advance Work Order (AWO), the Successful Bidder shall provide the PBGs as per the provisions of Tender Document
- 10.2. Within twenty eight (28) days of the issue of the AWO, the Successful Bidder shall execute the Service Agreements, for all circles in the cluster, in required number of originals so as to ensure that one original is retained by each party to the Agreement. It must be noted that Service Agreement shall be based upon Tender Document. There may be additional Clauses and/or elaboration of the existing Clauses to define obligations of both the parties more clearly.
- 10.3. All stamp duties payable for executing the Service Agreement shall be borne by the Successful Bidder. Provided further that, if for any reason attributable to BSNL, the above activities are not completed by the Successful Bidder within the period mentioned as per Clause 11.1 and 11.2, such period shall be extended.
- 10.4. If the Successful Bidder fails or refuses to comply with any of its obligations under Clause 11.1, 11.2, and 11.3 and provided that BSNL is willing to execute the Service Agreements, such failure or refusal on the part of the Successful Bidder shall constitute

sufficient grounds for cancellation of the AWO. In such cases, BSNL shall be entitled to invoke the EMD of the Successful Bidder.

11. Evaluation

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

Step I: Responsiveness Check of Techno-Commercial Bid

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

Step III: Selection of Successful Bidder

11.2. Step I - Responsiveness check of Techno-Commercial Bids

11.2.1. The Techno-Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in Clause 4 of DNIT

11.2.2. Subject to Clause 8, any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of BSNL.

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

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

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

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

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

f. Bidder not meeting the criteria mentioned in Clause 4.8.1(a) Section 1 DNIT of this Document

g. A Bidder submitting more than one Bid for the same circle in the same round of bidding;

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

i. Bid being conditional in nature

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

k. Bid having Conflict of Interest

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

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

n. Bidder makes any misrepresentation as specified in Clause 8 above

o. Bid not accompanied by valid EMD

p. Bid not accompanied by valid Bank Guarantee for use of holding / parent company financials

q. Any Bid for a particular zone, which excludes any circle(s) (which are part of the zone) as part of its scope

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

11.3. **Step II - Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 4 Section 1 DNIT**

- 11.3.1. After ensuring EMD with respect to its amount and validity; evaluation of Bid will be carried out based on the information furnished by the Bidder as per the prescribed Formats in Section 7 and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause 4 Section 1 DNIT
- 11.3.2. Price Bid of only those bidders will be opened whose Techno-Commercial qualification requirement, prima facie meets the Qualifying Criteria. However, if at later stage it is found that Techno-Commercial bid doesn't meet the qualification criteria, bid can be rejected at sole discretion of BSNL

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

- 11.4.1. Only the bids qualifying in Step II above, shall be evaluated in this stage
- 11.4.2. The Net Present Value (NPV) of Total Service Fee for the 10th year shall be ranked from the lowest to the highest for each cluster
- 11.4.3. The Bidder with the lowest NPV of Total Service Fee for the 10th year for each cluster shall be declared as the Successful Bidder
- 11.4.4. The calculation of NPV will be done by taking discounting rate of 19% per years as follows:
NPV of Total Service Fee (TSF) = Quoted rate for TSF for 1st year / (1.19)⁰
+ Quoted rate for TSF for 2nd year / (1.19)¹
+ ...
+ ...
+ Quoted rate for TSF for 10th year / (1.19)⁹
- 11.4.5. Successful Bidder shall unconditionally accept the AWO, and record on one (1) copy of the AWO, "Accepted unconditionally", under the signature of the Authorized Signatory of the Successful Bidder and return such copy to BSNL within seven (7) days of issue of AWO.
- 11.4.6. If the Successful Bidder, to whom the AWO has been issued, does not fulfill any of the conditions specified in Clause 11, BSNL reserves the right to annul the award of the Letter of Intent to such Successful Bidder. Further, in such a case, the provisions of Clause 8 shall apply
- 11.4.7. It shall not be binding upon BSNL to accept the lowest bid as successful
- 11.4.8. It shall not be obligatory on the part of BSNL to furnish any information or explanation for cause of rejection of Bid or part of the Bid. Notwithstanding anything stated above, BSNL reserves the right to assess the credibility, capability and capacity of the bidders and viability of the Proposal to perform the contract should circumstances warrant such an assessment in the overall interest of BSNL and Bidder shall furnish all other required documents to BSNL.
- 11.4.9. BSNL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this Bid Document and make its own judgment regarding the interpretation of the same. In this regard BSNL shall have no liability towards any Bidder and no Bidder shall have any recourse to BSNL with respect to the selection process.
- 11.4.10. BSNL shall evaluate the Bids using the evaluation process specified in Clause 11, at

its sole discretion.

11.4.11. BSNL's decision in this regard shall be final and binding

12. Disqualification

Notwithstanding anything to the contrary contained herein and without prejudice to any of the rights or remedies of BSNL, a Bidder shall be disqualified and its Bids dropped from further consideration for any of the reasons listed below:

- a. Misrepresentation by any Bidder in the Techno-Commercial Bid or any other aspect.
- b. Bid not in the prescribed format.
- c. Failure by the Bidder to provide necessary and sufficient information as required and asked for in the Bid Document
- d. A winding up/insolvency or other proceedings of a similar nature is pending against the Bidder or a receiver has been appointed for the assets of such member
- e. If more than one Bid submitted by the Bidder for the same cluster.
- f. If a Bidder (or a consortium partner) has a Conflict of Interest with any other Bidder(s) (or consortium partner(s)) for the same cluster.
- g. The Bidder ceases to fulfill the prescribed financial and/or technical criteria mentioned in the Bid Document
- h. If information becomes known after the Bidder has been qualified, at any stage, to proceed with the bid process, which would have entitled BSNL to reject or disqualify the relevant Bidder, BSNL reserves the right to reject or disqualify the relevant Bidder at the time, or at any time, such information becomes known to it. BSNL's determination that one or more of the events specified under this Section has occurred shall be final and conclusive.
- i. Withdrawal/modification of the Bid after Bid Deadline.

13. BSNL reserves the right to vary the number of sites to the extent of -25% to +25 % of specified number of sites at the time of award of the contract i.e. AWO without any change in price or other terms & conditions.

Section- 4 Part C

E-tendering Instructions to Bidders

Note : The instructions given below are TCIL's e-tender portal-centric and for e-tenders invited by MM cell, BSNL, C.O. only. E-Portal address and the according references/Clauses may be suitably modified in this Section as applicable from time to time.

General

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

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

For conducting electronic tendering, BSNL HQ is using the portal (<https://www.tcil-india-electronictender.com/>) of M/s TCIL, a Government of India Undertaking.

1. Tender Bidding Methodology:

Sealed Bid System – '(number of) Stages –

Using Single/Two Envelopes',

Followed by 'e-Reverse Auction' (if required by Business Unit / Planning cell) after opening of the Financial bids. In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- i. Procure a Digital Signing Certificate (DSC)
- ii. Register on Electronic Tendering System® (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender (NIT) on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL, as addenda.
- vii. Bid-Submission on ETS
- viii. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
- ix. View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
- x. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
- xi. Participate in e-Reverse Auction on ETS

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

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC).

also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Electronic Tender[®] portal (<https://www.tcil-india-electronictender.com>), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

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

TCIL Helpdesk/ ETS Helpdesk	
Telephone	(011) 2624 1071 / 2624 1072 [between 9:30 hrs to 18:00 hrs on working days]
Mobile Nos.	98683 93717 / 98683 93775
E-mail ID	ets_support@tcil-india.com [Please mark CC: support@electronictender.com]

BSNL Contact-1	
BSNL's Contact Person	
Telephone/ Mobile	(011) 2371 7844 [between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	

BSNL Contact-2	
BSNL's Contact Person	
Telephone/ Mobile	(011) 2303 7172 [between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum/addenda
- Two Envelopes
 - Techno-Commercial -Part
 - Financial-Part

6. Offline Submissions:

The bidder is requested to submit the following documents offline to DM (MMT), BSNL Corporate Office, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- i. EMD-Bid Security in Original.
- ii. DD/ Bankers cheque against payment of tender fee.
- iii. Power of attorney in accordance with Clause 14.4 of Section-4 Part A.
- iv. Integrity Pact.(If applicable)

7. Special Note on Security of Bids

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

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

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

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all

participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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

9. E-Reverse Auction: Not Applicable

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the User-Guidance Center

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

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

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- i. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- ii. Register your organization on ETS well in advance of your first tender submission

deadline on ETS

- iii. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- iv. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

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

11. Minimum Requirements at Bidders end

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

12. Vendors Training Program

One day training (10:00 to 17:00) would be provided. Training is optional.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

Tentative Dates	Date of uploading of Tender document + 7 days
Venue	Meeting Room, 2 nd Floor, BSNL Corporate Office, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001
Vendors Training Charges (Per Participant) per training day	Rs. 2,500/- (plus Service Tax as applicable)
Mode of Payment of Fees	DD drawn in favour of M/s TCIL, New Delhi & payable at New Delhi

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

- 1. APPLICATION**
The general condition shall apply in contracts made by BSNL for contracting services.
- 2. STANDARDS**
The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section -3.
- 3. PATENT RIGHTS** –The contractor shall indemnify the BSNL against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.
- 4. PERFORMANCE SECURITY**
Refer Clause 10 Section 5B
- 5. INSPECTION AND TESTS -**
Refer Clause 11, 14 of Section-5 Part-B.
- 6. DELIVERY AND DOCUMENTS – This Clause is not applicable**
- 7. TRAINING - This Clause is not applicable**
- 8. INCIDENTAL SERVICES**
This Clause is not applicable
- 9. SPARES - This Clause is not applicable**
- 10. WARRANTY - This Clause is not applicable**
- 11. PAYMENT TERMS**
Refer Clause 8 Section 5 B
- 12. PRICES**
Refer Clause 9 Section 5B
- 13. CHANGES IN PURCHASE ORDERS**
This Clause is not applicable
- 14. SUBCONTRACTS**
The SP shall notify BSNL in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the SP from any liability or obligation under the Contract.
- 15. DELAYS IN THE SP's PERFORMANCE**
Refer Clause18 and 19 of Section 5B

16. LIQUIDATED DAMAGES

Refer Clause 12 Section 5B

17. FORCE MAJEURE

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

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

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

Refer Clause 19 Section 5B

19. Clause deleted.

20. ARBITRATION

20.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his

duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

20.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this Clause.

20.3 The venue of arbitration shall be BSNL CO New Delhi and/or Circle/SSA HQ or the office of the Arbitrator situated at New Delhi or at the respective Territorial Circle/SSA HQ ,as the case may be.

21. SET OFF

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

22. INTIMATION OF SUPPLY STATUS

This Clause is not applicable. Refer Clause 10 Section 3A

23. DETAILS OF THE PRODUCT

This Clause is not applicable

24. FALL CLAUSE

This Clause is not applicable

25. COURT JURISDICTION

NIT/Tender/Bid Evaluation/Contract/PO shall be jurisdiction of the competent court at the place from where the NIT/Tender/Bid Evaluation/Contract/PO has been issued, as the case may be.

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

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

1. Definitions

- 1.1. **“Affected Party”** shall mean the Party whose performance of obligations under this Agreement is affected due to the actions of the other Party and/ or Force Majeure.
- 1.2. **“Agreement”** or **“Service Agreement”** or **“SA”** means this Service Agreement (along with all Schedules, Attachments and Annexure), as may be amended or supplemented in accordance with the provisions hereof.
- 1.3. **“Applicable Laws”** means any law, rule, regulation, ordinance, notification, circular, order, code, treaty, judgment, decree, injunction, directive, policy, guidelines, permit or decision of any central, state or local government, authority, agency, court, tribunal, regulatory body or other body having jurisdiction over the matter(s) in question, as in effect from time to time.
- 1.4. **“Authority”** includes any national, state, local, regional, territorial or municipal government or governmental, semi-governmental, executive, legislative, administrative, fiscal, regulatory, quasi-judicial or judicial body, ministry, department, commission, board, bureau, authority, tribunal, agency, instrumentality or entity having jurisdiction over the subject matter(s) in question.
- 1.5. **“Bid”** shall mean the bid submitted by the SP to BSNL in response to the tender floated by BSNL, and subsequent correspondence between the BSNL and the SP in this regard, accepted in writing by BSNL in relation to the matters set out in this Agreement.
- 1.6. **“Change in Law”** means:
- The enactment, adoption, promulgation, modification or repeal (including any change in interpretation or application by competent authorities) of any Law applicable or enforceable in India or in any state of India; or
 - The imposition of any material condition on the issuance or renewal or continuation of any government approval; or
 - The failure by any relevant government Authority to issue or renew any approval, which shall include decision taken by judiciary after the Date of Execution that shall make it more burdensome or expensive for the SP to meet its obligations herein.
- 1.7. **“Effective Date”** has the meaning set forth in Clause 4 of this Agreement
- 1.8. **“Service Provider”** or **“SP”** shall mean the entity selected to provide O&M and S&M services through the competitive bidding process conducted by BSNL
- 1.9. **“Performance Bank Guarantee”** or **“PBG”** shall have the meaning specified for the term in Clause 10 of this Agreement
- 1.10. **“Term”** means the period as defined in Clause 5 of this Section.
- 1.11. **“Terminal Date”** shall have the meaning specified for the term in Clause 5.2 of this Agreement.
- 1.12. **“Work”** or **“Scope of Work”** means all work which is required to be performed by the SP in accordance with the terms of this Agreement

2. Interpretations

In this Agreement unless the context otherwise requires:

- 2.1. **the headings** are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- 2.2. **(singular)** words in the singular include the plural and words in the plural include the singular, according to the requirements of the context;
- 2.3. **(gender)** words importing a gender include every gender;
- 2.4. **(include)** a reference to “include”, “includes” or “including” means “includes but is not limited to”;
- 2.5. **(corresponding meanings)** where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 2.6. **(legislation)** a reference to any legislation or provision of legislation or a policy includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- 2.7. **(successors and assigns)** a reference to Party to a document includes that Party's permitted successors, assignees, administrators and substitutes;
- 2.8. **(writing)** a reference to a notice form, consent or approval of a Party and agreement between the Parties, means a written notice, consent, approval or agreement;
- 2.9. a “**Recital**”, a “**Clause**”, a “**Section**”, a “**Schedule**”, an “**Attachment**”, an “**Annexure**”, a “**Paragraph**” shall be construed to be a reference to a recital, a Clause, a Section, a schedule, an attachment, an Annexure and a paragraph respectively of this Agreement;
- 2.10. **(person)** a reference to any person includes any natural person, corporation, business trust, joint venture, association, company, partnership or government, or any agency, or political subdivision thereof

3. Documents comprising this agreement and precedence of documents

- 3.1. This SA consists of the following documents in decreasing order of priority to the extent of any inconsistency
 - a. any variation made in accordance with this SA, with the later variation having priority to the extent of inconsistency between variations;
 - b. the Schedules, Annexure and Attachments;
 - c. this SA

4. Effective Date

- 4.1. This SA shall be deemed to have come into effect from the date of execution of this SA

5. Term of SA

- 5.1. Term of SA -This SA, unless terminated earlier in accordance with terms mentioned in Clause 20, shall continue to remain in force for a period of ten (10) years from the Date of Execution and may be extended by both parties through mutual agreement for every five (5) year period thereafter.
- 5.2. Extension of SA- At least one year before the completion of 10 years period, either party shall give notice for extension of SA for further 5 years period and SA shall be extended at least 8 months before the end of 10 year period from Date of Execution (“Terminal Date”) SA shall be extended for further 5 year period based on mutually

agreed terms and conditions. Each time SA is extended, Terminal Date will shift to the last day of 5 year period.

6. Service fee for O&M services

- 6.1. The SP for this SA has been selected on a competitive bidding process. The service fee paid to the SP will be in accordance with the figures quoted by the SP for different site configurations.
- 6.2. It is to be noted that, the determination of site load slab for each site will be done as per the handing-over process in Clause 14
- 6.3. Also, if after the hand-over of the site, there is a change in the power load because of any addition / removal / modification of the active equipment, the power load slab of the site will accordingly be adjusted for calculation of the service fee of the SP
- 6.4. If the power load of any site is determined to be of a higher load than the slabs provided above, then the service fee of the SP will be the same as is for the power load slab 4.01-5.0

6.5. Sharing of Energy Cost

- 6.5.1. The SA provides for the SP to manage the site under its scope for a fixed monthly fee
- 6.5.2. For sites, where BSNL is the only tenant, the whole energy charges will be inclusive of the Total Service Fee.
- 6.5.3. For sites, which are shared with other TSPs, the energy charges will also be shared with other TSPs sharing the site.
 - a. For sites, which are currently shared with other TSPs, MSAs contain the provision for recovery of energy charges either on actual or on CPH based model. For such sites, BSNL will continue to bill the client on the agreed model. The SP will assist BSNL in calculation of the energy charges for the TSPs and generating their bill in line with the terms of the MSAs. BSNL will encourage and support the SP to coordinate with the TSPs to switch to a fixed energy charge based model in order to smoothen the payment of energy charges. The proportion of fixed energy charge to be shared with the TSPs will be based on the load share of the site. The SP will be responsible for installing equipment on the sites, if any, to arrive on the decision of equitable sharing of fixed energy charges
 - b. For sites, where new external tenancies are added, the SP will negotiate to agree on a fixed energy charge based model with the TSPs. The proportion of fixed energy charge to be shared with the TSPs will be based on the load share of the site. The SP will be responsible for installing equipment on the sites, if any, to arrive on the decision of equitable sharing of fixed energy charges.
 - c. For the purpose of clarification, it is stated that for the Total Service Fee invoices raised by the SP to BSNL, BSNL will bear the sole responsibility of paying the SP, and the payment to SP will not be contingent on receipt of energy charges by BSNL from the external customers.

7. Service Fee for S&M services

- 7.1. Service fee for the S&M services provided by the SP will be calculated as a revenue share of the revenue accrued to BSNL from external customers

- 7.2. For the new tenancies added to the co-located sites as well as those non co-located sites which have not been handed over to SP for O & M (under the provisions of Clause 9.5 Section 3 Part A) above, BSNL will pay a fixed revenue share of 10% (net of taxes) with the SP

Sample calculation	
Payment made by external customer	Revenue share calculation for SP
Invoice raised by BSNL for IP Fee = 100 Down-time penalty = 2 Payment received = 98	Invoice raised by BSNL for IP Fee = 100 Revenue share with SP = 10% of 100 = 10 S&M compensation = 10

- 7.3. For the revenue accruing to BSNL (for the sites handed over to the SP as per Clause 3 of Section 3A) from its existing tenancies (from external customers), BSNL will pay a fixed revenue share of 5% (net of taxes) with the SP. This revenue share will be calculated after deduction of the full amount of O&M related penalties as per provisions of Clause 11.3 from the SP.

Sample calculation	
Payment made by external customer	Revenue share calculation for SP
Invoice raised by BSNL for IP Fee = 100 Down-time penalty = 2 Payment received = 98	Invoice raised by BSNL for IP Fee = 100 Revenue share with SP = 5% of 100 = 5 Deduction of down-time penalty = 2 S&M compensation = 5-2 = 3

- 7.4. For the tenancies added to the sites after handing over of sites to the SP (as per Clause 3 Section 3A), from the revenue accruing to BSNL from new tenancies (from external customers), BSNL will pay a revenue share (net of taxes) to the SP as per table below. This revenue share will be calculated after deduction of the full amount of O&M related penalties as per provisions of Clause 11.3 from the SP.

S. No.	Circle	15% Rev. Share	16% Rev. Share	17% Rev. Share	18% Rev. Share	19% Rev. Share	20% Rev. Share
1	Himachal Pradesh	0-42	43-84	85-125	126-167	168-209	210-251
2	Haryana	0-53	54-106	107-160	161-213	214-266	267-319
3	J&K	0-49	50-97	98-146	147-195	196-244	245-292
4	Punjab	0-80	81-161	162-241	242-321	322-401	402-482
5	Rajasthan	0-114	115-228	229-343	344-457	458-571	572-685
6	UP East	0-163	164-327	328-490	491-653	654-817	818-980
7	UP West	0-75	76-150	151-225	226-300	301-376	377-451
8	Uttaranchal	0-44	45-87	88-131	132-174	175-218	219-261
9	Assam	0-39	40-78	79-117	118-157	158-196	197-235
10	North East-I	0-25	26-50	51-75	76-100	101-125	126-150
11	North East-II	0-24	25-47	48-71	72-94	95-118	119-142
12	West Bengal	0-70	71-140	141-210	211-281	282-351	352-421
13	Kolkata	0-48	49-96	97-145	146-193	194-241	242-289
14	Bihar	0-58	59-115	116-173	174-230	231-288	289-345
15	Jharkhand	0-48	49-97	98-145	146-194	195-242	243-291
16	Odisha	0-63	64-126	127-189	190-253	254-316	317-379
17	Madhya Pradesh	0-153	154-306	307-459	460-612	613-765	766-919
18	Chattisgarh	0-69	70-137	138-206	207-274	275-343	344-411

19	Maharashtra	0-120	121-240	241-360	361-480	481-600	601-720
20	Gujarat	0-191	192-382	383-573	574-764	765-956	957-1147
21	Andhra Pradesh	0-221	222-441	442-662	663-883	884-1103	1104-1324
22	Karnataka	0-115	116-230	231-345	346-460	461-575	576-690
23	Kerala	0-173	174-345	346-518	519-690	691-863	864-1036
24	Chennai	0-86	87-171	172-257	258-342	343-428	429-514
25	Tamil Nadu	0-204	205-408	409-613	614-817	818-1021	1022-1225

- 7.5. It is to be noted that the different revenue share slabs will be applicable to all the additional tenancies brought-in by the SP, once the applicability of next slab has been achieved. To clarify this point please refer to the demonstration below:

Additional Tenancies for different revenue share slabs							
S. No.	Circle	15% Rev. Share	16% Rev. Share	17% Rev. Share	18% Rev. Share	19% Rev. Share	20% Rev. Share
1	C1	0-100	101-200	201-300	301-400	401-500	>500

Assuming total cumulative tenancies added by the SP by Year 3 are 180, and by Year 5 are 380 (over and above the existing external tenancies on BSNL sites), the calculation of revenue share for different years will be as follows:

- For year 3, revenue share for all the 180 tenancies will be 16%
- For year 5, revenue share for all the 380 tenancies will be 18%

- 7.6. For the purpose of calculation of tenancies as per Clause 7.5 above, a tenancy will be considered to have been added once the first payment (of IP Fee) from the tenant has been received.
- 7.7. The determination of the applicable revenue share slab will be done on a monthly basis, and revised revenue share slab (if any) will be applicable from the beginning of the calendar month in which the latest tenancy is added. For the purpose of clarification it is stated that the applicable revenue share slab can be revised downwards also, if there is any decline in the number of tenancies due to any reason
- 7.8. For the purpose of clarification it is stated that only the revenue accruing from IP Fee of external tenancies will be considered for revenue share calculations. There will be no revenue share in the energy charges or any pass-through rent collected from the external tenancies added
- 7.9. For the purpose of clarification it is stated that if BSNL receives only part payment of the IP Fee from the external tenants for reasons not attributable to BSNL, the revenue share paid to the SP will be pro-rated to the payment received
- 7.10. BSNL will also share the revenue accruing to it from non-conventional revenue sources from its tower sites with the SP. BSNL will encourage the SP to come up with proposals for such revenue sources. For the additional revenue accruing to BSNL from non-conventional sources, BSNL will share a percentage of the revenue with the SP. The revenue share and pricing of such revenue sources will be mutually decided by BSNL and the SP based on the investment required in readying the site for the revenue sources and the market dynamics.

8. Payment terms for Total Service Fee and S&M Service Fee

- 8.1. The SP shall raise monthly invoices to BSNL for the O&M and S&M services provided clearly mentioning the Taxable value for Service Tax as per the relevant provisions of Service Tax (Determination of Value) Rules, 2006 and Sales Tax/VAT/WCT Tax applicable in the concerned states.
- 8.2. BSNL will raise monthly invoices to all external customers for the service provided
- 8.3. **Payment terms for Total Service Fee**
- 8.3.1. The O&M service fee will be payable to SP in advance against a proforma invoice.
- 8.3.2. The invoice for each site will have complete details on the various components including:
- a. Total Service Fee attributable to BSNL
 - b. Energy Charges attributable to external TSPs (if any)
- 8.3.3. To start with the proforma invoice for the first month (M) will be submitted by the 20th day of that month (M), and will be payable by the 5th day of month M+1 without any deductions for undisputable amounts, subject to TDS as applicable, adjustments for credit /debit notes issued to the SP earlier, and excluding the energy fee attributable to external TSPs.
- 8.3.4. Thereafter, at the end of each month (M), SP will raise an invoice by the 5th day of month (M+1) with respect to all sites where services are provided and the payment for all invoiced charges shall be paid within 15 days of receipt of the invoice. The amount payable under the invoice will be adjusted to the extent of the advance paid.
- 8.3.5. Reconciliation of penalties levied by BSNL and other invoice amounts charged by SP will be done on a quarterly basis. The reconciliation will be mutually done within 60 days of the completion of the quarter, and debit/credit notes will be issued to the SP accordingly. Such debit / credit notes will be adjusted against future payments to be made to the SP.
- 8.3.6. Payment for the energy charges attributable to external TSPs invoices as mentioned in clause 8.3.2 b above will become payable on the receipt from SP of documentation required by BSNL to enable it to invoice the external customer(s)
- 8.3.7. Prices charged by SP for services performed under the contract shall not be higher than the prices quoted by the SP in its Bid except for variation caused by change in taxes/ duties as specified in Clause-8.3.8 mentioned below.
- 8.3.8. The bill submitted by the Bidder has to be inclusive of all taxes, levies, cess and duties etc. The Service Tax applicable on Service Fee will be reimbursed at actual based on documentary evidence. No taxes, payable by the Bidder which is not incidental to services to be provided to BSNL, including income tax shall be reimbursed.
- 8.3.9. The payment of the Total Service Fee will be made for the actual number of sites handed over to the SP.
- 8.4. **Payment terms for S&M service fee**
- 8.4.1. The SP shall raise monthly invoices for the S&M services provided to BSNL as applicable to different sites in accordance with the provisions of Clause 7. The invoices for month M will be raised by the SP on the 5th day of month M+1.
- 8.4.2. These invoices will become payable on the corresponding payment from the external customer(s). Such payment will be adjusted for any penalties and other deductions levied by the customer(s) as per provisions of the Clause 7.
- 8.5. In cases where an external customer squares-off its dues with BSNL basis BSNL's pending payment to the external customer under some other arrangements not related

- to this SA, BSNL will pay the SP once the fact of the square-off have been established.
- 8.6. Despite the above arrangements, for any un-disputed payments pending with BSNL for payment beyond 30 days of the day the payment becomes due, BSNL will be liable to pay an interest for the delay period at the rate of (SBI base rate+2%) determined at the beginning of the late payment period.

Illustration for the purpose of clarity		
Invoice Component	Invoice sub-component	Payment Terms
O&M Service Fee	Total Services Fee	Advance payment against proforma invoice
	Energy Fee attributable to external TSPs	On receipt of documents to enable BSNL to invoice external parties
S&M Service Fee		On receipt of payment from external parties, and after deduction of penalties, if any & if applicable

- 8.7. For the purpose of clarification, it is stated that, for any payment defaults (or part payment) by the external tenants on IP Fee, the received proceeds will be shared with the SP as per the applicable revenue share

9. Performance Bank Guarantee (PBG)

- 9.1 All SPs (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the BSNL for an amount equal to 5% of the value of Advance work order within 14 days from the date of issue of Advance Work Order by the Purchaser.
- 9.2 The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the SPs failure to complete its obligations under the contract.
- 9.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.
- 9.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 9.5 The PBG shall guarantee the SP's commitment to execute this agreement, and to perform all its obligations set out in this SA
- 9.6 The PBG provided by the SP would be valid on a yearly revolving basis and shall be renewed at least 30 (thirty) days before start of each Financial Year. On every such renewal, its value shall be revised as per provisions of Clause 10.5. The PBG shall be provided for a period 60 (sixty) days beyond the Terminal Date.
- 9.7 The SP shall ensure that the guarantees are valid at all times for the full amount. If the SP fails to execute this SA within the time period stipulated by BSNL, or it fails to meet its obligations as set out in this SA, as determined solely by BSNL, then BSNL will be entitled to en-cash the guarantees in part or full, as it may deem fit, on its sole discretion.
- 9.8 For the First Operating Year, the value of the PBG will be as per the Clause 10.1. For subsequent years, the value of the PBG shall be determined as follows.
Value of PBG = (Total O&M service fee payable to the SP in the previous year) x 12 x 5%

10. Service Level

- 10.1. The SP will be responsible for maintaining minimum service levels at the sites in line with the requirements detailed in Annexure 2.
- 10.2. In addition, the SP will also be responsible for maintaining the minimum service levels in accordance with the BSNL's MSAs with the external customers / TSPs.
- 10.3. If the SP is not able to meet the requirements specified in the SLAs, the SP will be liable to pay penalties as per the provisions of Clause 12. Also, any penalties levied to BSNL by the external customers, for non-performance of the SLAs under its MSA with BSNL, will be borne by the SP, provided that such non-performance is not specifically attributable to BSNL.
- 10.4. In addition to Clause 11.3 above, the SP will also be liable to termination its scope from a site (or sites), of the termination of this SA, as per the provisions of Clause 20, if the SLAs are not met

11. Penalties, Bonus and Reconciliation Process

11.1. Penalties

- 11.1.1. The SP shall ensure that the power uptime is in line with the SLA requirements. In case, the cumulative downtime of a particular circle over a period of one month exceeds the permissible limits of down time, the downtime will be penalized at the rate of INR 1,500 per hour per site (subject to a limit of Total Service Fee quoted by the bidder per month per site) for those sites, where the power uptime is below the agreed SLA requirements.
- 11.1.2. For particular sites, where the power downtime is more than 10 consecutive hours, a detailed report of the reasons for downtime(s) shall be provided to BSNL within ten (10) days of the rectification of the downtime(s). Where the report is not submitted or is not to the satisfaction of the BSNL, the SP shall be liable to pay a penalty of INR 50,000 for each such instance of downtime of more than 10 consecutive hours. For the avoidance of doubt, sites in respect of which the downtime penalties set out in this Clause are payable by the SP to BSNL, shall be excluded for the purposes of calculating of the uptime SLA across the respective circles in each month.
- 11.1.3. The downtime will be calculated as based on the DC power outage hours for each site per month calculated from the time the outage alarm is generated till the time DC power is restored in the site.

11.2. Bonus

- 11.2.1. In case uptime of a particular circle over a period of one month exceeds the required SLA, BSNL will also award a bonus of Rs. 1000/- on every increase of 20% of the difference of maximum uptime and required uptime (x) i.e. $(100\% - x\%)$

11.3. Reconciliation and uptime sign-off

- 11.3.1. The SP will make the WRMS accessible to BSNL at all times. For the reconciliation of the downtime calculation, BSNL and the SP will depend on the site status alarms and the WRMS set-up by the SP.
- 11.3.2. Representative of the SP manning the WRMS, NOC for BSNL will coordinate with the BSNL representatives at the NOC / OSS to jointly determine the causality of the downtime and sign-off on responsibility for each incident based on the information received from the WRMS.

- 11.3.3. Determination and quantification of downtime penalty will be done basis the sign-off report generated for different sites in the format finalized at the time contract signing.

12. Ownership of site equipment

- 12.1. For the equipment which are added / replaced at the sites by the SP on its expense, the ownership will be with the SP and such assets will remain on the SP's books for the term of the SA.
- 12.2. On the completion of the term of the SA, BSNL may, at its sole discretion, choose to take over these assets from the SP as per the provisions of Clause 15
- 12.3. The above Clause 13.1 will be subject to the provisions of Clauses 15, 18, 19 and 20

13. Hand-over Process

13.1. For the non-co-located sites

- 13.1.1. The SA agreement provides for a reasonable period for SP for preparing to take responsibility of the sites under the terms of this SA
- 13.1.2. From the Effective Date, the SP shall be given a period of 2 months to arrange for the team, finances and other resources required for discharging the responsibilities under this SA
- 13.1.3 (A). For the commencement of the third month from the Effective Date, the SP will jointly man all the sites planned to be handed-over to the SP with BSNL. During this month, the SP, together with BSNL ascertain (a) the power load slab for all sites, and (b) the prevailing SLAs (PSLAs) being delivered, and jointly sign-off on this information with BSNL. During this month, the SP will also arrange to acquire all the necessary approvals / authorizations / licenses as applicable to be able to formally take-over the site from BSNL.
- (B) The power load slab determination shall be based on measurement of DC current and voltage of the equipment at the input point. This procedure shall be adopted every time, the load band gets changed.
- 13.1.4 The SP will formally take-over all the sites planned to be transferred to the SP under this SA from the commencement of the fourth month from the Effective Date, and will be eligible for payment of the service fee as per the provisions of this SA
- 13.1.5 During the first and the second month after the hand-over of each site, the SP will have a moratorium period on meeting of the SLAs, provided that the PSLAs are regularly met
- 13.1.6. From the third month of the hand-over of the sites, the SP will be responsible for meeting all the SLAs and other obligations under the provisions of this SA

13.2. For the collocated sites

- 13.2.1. BSNL will inform the SP in writing about the sites where, BSNL has achieved the isolation of the equipment for wire line and wireless business, has set-up dedicated infrastructure / equipment for the wireless business, and desires to hand-over the site to the SP as per the terms of this SP
- 13.2.2. BSNL and the SP will mutually agree a date of joint inspection of the site(s) to ascertain (a) the power load slab for all sites, and (b) the adequacy of the infrastructure

/ equipment for the SP to be able to meet required SLAs, and jointly sign-off on this information with BSNL

- 13.2.3. If the adequacy of the equipment as per Clause 14.2.2 has been established, the SP will make arrangements to take the hand-over of the site within 1 month of the date of inspection

13.3. For new non-co-located sites added by BSNL in the circle

- 13.3.1. BSNL will inform the SP in writing about the sites where, BSNL has set-up a new site (after BSNL has achieved the RFI of the site, and at least one BTS has become operational on the site), and desires to hand-over the site to the SP as per the terms of this SP
- 13.3.2. BSNL and the SP will mutually agree a date of joint inspection of the site(s) to ascertain (a) the power load slab for all sites, and (b) the adequacy of the infrastructure / equipment for the SP to be able to meet required SLAs, and jointly sign-off on this information with BSNL
- 13.3.3. If the adequacy of the equipment as per Clause 14.2.2 has been established, the SP will make arrangements to take the hand-over of the site within 1 month of the date of inspection

14. Take-over of sites by BSNL on completion of the Term of this SA

At the end of the term of the SA, BSNL will take-over the sites from the SP in working condition which shall be transferred to BSNL at the nominal cost of Rs. 1/- per site .

14.1. Under the provisions of the Clauses 18,19 and 20

- 14.1.1. BSNL will start manning the sites jointly with the SP from immediate effect for a month. During this period, the SP will cooperate with BSNL in all respects to hand-over the site in order that the O&M and S&M of the site is not adversely affected
- 14.1.2. After the completion of the one month period, BSNL will take control of the site, and the SP will no longer man the site. However, the equipment owned by the SP will not be removed from the site without prior written permission of BSNL
- 14.1.3. Within 3 months of the take-over of the site from the SP, BSNL may, at its sole discretion:
- 1) Purchase the equipment of owned by the SP and installed on the site from the SP at a value jointly arrived by both parties, or
 - 2) Forfeit the equipment from the SP, or
 - 3) Replace the equipment with BSNL's own equipment, and release the equipment owned by SP to SP. In this case, BSNL may invoke the PBG submitted by the SP for funding the replacement

15. Governance structure

- 15.1. To facilitate the smooth functioning of the SA, BSNL will commission two committees to coordinate with the SP
- 15.2. One committee will be commissioned at the corporate office (**“Corporate**

Committee”), and will coordinate with the SP on:

- a) matters related to policy (such as pricing of non-traditional service revenues)
- b) negotiation, amendment and signing of MSAs with customers
- c) handling any disputes which are not resolved at the circle level
- d) Amendment to the SA. For this matter the Corporate Committee will confer with the Circle Committee

15.3. Second committee will be commissioned at the circle office (**“Circle Committee”**), and will coordinate with the SP on:

- a) Regular reporting by the SP
- b) Providing and passing S&M leads to the SP
- c) Monitoring the performance of the SP
- d) Sharing all required information with the SP related to this SA
- e) Handling all matters related to the payment to the SP
- f) Handling any disputes with the SP

15.4. BSNL will appoint and authorize at least 2 members from each committee to correspond and coordinate with the SP at all points of time. These members will also be duly authorized to give requisite permissions to the SP for matters not requiring the quorum of the respective committees

15.5. The SP will appoint and authorize at least 2 representatives to coordinate and communicate with BSNL

16. Insurance and security

16.1. The SP will procure and maintain during the term of this SA, insurance for all the passive infrastructure facilities at the tower sites, installed and maintained by the SP. Third party liability insurance shall also be taken by the SP to cover any mis-happening at / due to the site / passive infrastructure.

16.2. Infrastructure Provider shall ensure that the equipment of the BSNL and other external tenants are safeguarded against theft/Fire /trespassing. However, it is not mandatory under this Clause for the SP to provide round the clock security at the site.

16.3. The certificates of insurance shall be provided to BSNL

16.4. It is to be noted that if the active equipment owned and installed by BSNL at the tower site suffers any damage / mis-operation / under-performance because of SP's failure to:

- 1. install adequate passive equipment at site
- 2. maintain the passive equipment in proper working condition
- 3. meet other obligations under this SA
- 4. any other reason directly attributable to the SP

The SP will be liable to pay the BSNL all expenses required to reinstate the active equipment to its desired working level

17. Event of default

17.1. An Event of Default shall have occurred under the following conditions:

17.1.1. **SP Event of Default:** SP Event of Default (“the SP Event of Default”) shall exist upon the occurrence of any one or more of the following events:

- a. Failure in maintaining required clearances / approvals or meeting any compliance requirements

- b. Delay in site readiness for adding BSNL tenancies as per provision of Clause 9.1
- c. Delay or failure in taking-over the sites as per the provision of Clauses 8.1.2 Section 3A and 14
- d. Failure to furnish / renew / reinstate any guarantees to BSNL as set forth in Clause 10 in a timely manner
- e. Failure to meet the SLAs of a particular site (or sites), especially in terms of uptime, on a regular basis, for reasons attributable to the SP. BSNL shall on its sole discretion determine such regularity
- f. Failure / inability / denial by the SP to deliver on its responsibilities, as per the terms & conditions of this SA
- g. Damage to BSNL active equipment because of SP's failure to meet its obligations under this SA
- h. The SP defaults or fails to comply with the terms and conditions set out in the SA or there has been any misrepresentation or breach of its warranties or obligations by the SP
- i. The SP by its willful actions or omissions wrongfully prevents BSNL from performing its obligations under this SA
- j. The SP becomes insolvent

17.1.2. **BSNL Event of Default:** BSNL Event of Default shall exist upon the occurrence of any one or more of the following events:

- a. Failure by BSNL to pay the full amount of the service fee for a particular site (or sites) due to the SP under the terms of this SA for 4 months in accordance with the terms of this SA
- b. Failure by BSNL to hand-over the sites (as per Clauses 6.1.2 Section 3A and 14) to the SP, within 1 year of the Effective Date
- c. BSNL defaults or fails to comply with the terms and conditions set out in the SA or there has been any misrepresentation or breach of its warranties or obligations by BSNL
- d. BSNL by its willful actions or omissions wrongfully prevents the SP from performing its obligations under this SA
- e. BSNL becomes insolvent

18. Recourse upon Event of Default

18.1 In case of a SP Event of Default, BSNL may exercise all or any of the following rights and remedies:

- 18.1.1 Take the responsibility of a site (or sites) back from the SP under the provisions of Clause 15
- 18.1.2 Terminate the SA in accordance with Clause 20;
- 18.1.3 Invoke the PBG furnished by the SP
- 18.1.4 A combination of the above, solely on the discretion of BSNL

18.2. In case of a BSNL Event of Default, the SP may exercise the following rights and remedies:

- 18.2.1 In case of occurrence of a BSNL Event Default mentioned in Clauses 18.1.2(a), the SP shall be allowed, to suspend its services for the sites (or sites) for a period of 6 months from the occurrence of the said Event of default. In case of BSNL does not correct

such Event of Default for over 6 months of the said Event of Default, the SP shall have the option to remove its equipment from the site (or sites). If the number of said Event of Default is valid for 5% or more sites, which are in the scope of the SP, the SP may terminate this SA as per provisions of the Clause 20. In the event that the SP does not exercise its right to terminate the SA and if the BSNL Event of Default is remedied by BSNL, the BSNL Event of Default shall cease to exist.

- 18.2.2 If a BSNL Event of Default set out in Clause 18.1.2 (b), Clause 18.1.2 (c), Clause 18.1.2(d) or Clause 18.1.2(e) occurs then the SP shall have the option to terminate the SA in accordance with the provisions of Clause 20.

19. Termination and consequences of termination

- 19.1. **Termination by BSNL:** BSNL shall have the right to terminate this SA by delivering a three months prior notice of termination on the occurrence of:

- 19.1.1. an SP Event of Default under Clause 18.1.1(h);
- 19.1.2. an SP Event of Default as specified under Clauses 18.1.1(a), 18.1.1(b), 18.1.1(c), 18.1.1(d), 18.1.1(e), 18.1.1(f) and 18.1.1(g)
- 19.1.3. BSNL may, at its sole discretion, invoke the Performance Security Deposit in case of such a termination

- 19.2. **Termination by the SP:** the SP shall have the right to terminate this SA by delivering a three months prior notice of termination in the event of:

- 19.2.1. occurrence of a BSNL Event of Default under Clause 18.1.2(e);
- 19.2.2. occurrence of a BSNL Event of Default as specified under Clauses 18.1.2(a), 18.1.2(b), 18.1.2(c) & 18.1.2(d),

- 19.3. Upon termination of this SA all rights and obligations hereunder and any other liabilities incurred prior to the termination of the SA and which by their nature would continue beyond the cancellation, termination, or expiration of this SA shall survive such termination shall continue to remain payable.

- 19.4. Upon termination of this SA, the SP shall without any demure and within 30 (thirty) days of termination, furnish to BSNL all the documents / compliance reports / clearances / approvals, which the SP may have obtained on title of BSNL and which are in possession of the SP. The SP shall also furnish all concerned documents which may be required by BSNL to continue the O&M and S&M of tower sites, if required, after the termination.

- 19.5. Either party in circumstances mentioned here in this Clause may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the other party, terminate this contract in whole or in part, if the defaulting party does not remedy his failure within a period of 30 days (or such longer period as the BSNL may authorize in writing) after receipt of the default notice from the purchaser.

- 19.6. BSNL reserves the right to suspend the operation of this agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities/courts. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, in such a case, the suspension of the agreement will not be a cause or ground for extension of the period of the agreement and suspension period will be taken as period spent. During this period, no changes for use of the facility of the supplier shall be payable by BSNL.

- 19.7. It shall be the responsibility of Bidder to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending. If

the agreed Quality of Service is not maintained during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of Bidder and any revenue share payment pending with BSNL shall be forfeited.

19.8. Breach of non-fulfillment of Agreement conditions may come to the notice of BSNL through complaints or as a result of the regular monitoring. Wherever considered appropriate, BSNL may conduct an inquiry either suo-motu or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by Bidder or not? Bidder shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry.

19.9. **Termination due to Force Majeure**

If a delay or failure by a Party to perform its obligations due to Force Majeure as provided under Clause 17 Section 5A continues for a period exceeding 3 (three) continuous months, the other Party may immediately terminate this SA by notice in writing to the Affected Party.

20. Indemnification and liens

20.1. Each Party agrees to protect, defend, indemnify and hold harmless the other Party and its employees, officers, directors, agents or representatives from and against any all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- a. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunication operator or regulator applicable to indemnifying party; or
- b. Any breach of the terms and conditions in this agreement by the other party; or
- c. Any claim of any infringement of any intellectual property right or any other right of any third party or of law by the indemnifying party; or Any claim made by any third party arising out of the use of the services and arising in connection with interruptions or degradations of service to BSNL's customers caused solely by the Bidder.

These Clauses shall survive the termination or expiry of this Agreement.

21. Foreclosure

21.1. At a later stage, during the term of this SA, BSNL may carve-out its towers business into a new entity (BSNL Tower co). In such case, this SA will be assigned to the BSNL Tower co directly.

21.2. This SA will have a lock-in period of 5 years from the Date of Execution. During this period BSNL will not be able to foreclose this SA except for the provisions of the Clause 20

21.3. During the period of year 5 to year 7, if BSNL's towers business is carved out into BSNL Tower co AND if the ownership structure of the BSNL Tower co undergoes a change, BSNL Tower co management, at its own sole discretion may foreclose this SA. In such a case, BSNL Tower co management will give an advance notice to the SP of at least 6 months, after which BSNL Tower co will take-over the sites in line with the provisions of Clause 19. Also, a foreclosure fee will be paid to the SP. The amount of the foreclosure fee will be average O&M and S&M service fee (excluding Diesel and Electricity charges) paid to the SP for 6 months before the date of foreclosure notification.

- 21.4. During the period of year 7 to year 10, BSNL / BSNL Tower co management, at its own sole discretion may foreclose this SA. In such a case, BSNL / BSNL Tower co management will give an advance notice to the SP of at least 6 months, after which BSNL Tower co will take-over the sites in line with the provisions of Clause 15. Also, a foreclosure fee will be paid to the SP. The amount of the foreclosure fee will be average Total Service Fee paid to the SP for 3 months before the date of foreclosure notification.

Annexure 2 – Service Levels

1.1. Uptime

The SP shall be responsible for ensuring a minimum DC Power uptime in the circle as per table below, measured on individual and monthly basis for all sites in the scope of the SP

Circle	Minimum DC Power Uptime
NE-I, NE-II	98.50%
Himachal Pradesh, Jammu & Kashmir, Assam, Bihar and Jharkhand	99.50%
All other circles	99.90%

1.2. Uptime Monitoring Management / Site status alarms and WRMS

1.2.1. The SP is required to maintain wiring of alarms of the sites to the active equipment of BSNL (and other sharing operators, if any).

1.2.2. The sites will be handed over to the SP on as is where is basis and as such, in case any rewiring / maintenance is required for the extension of the said alarms, then the same will be the responsibility of the contractor. In case any of the sensors are not available / faulty then the same have to be rectified / deployed by the contractor at his cost. The SP shall also maintain reasonable redundancy in the alarms in order that the site status of all the sites is always available.

1.2.3. The minimum set of alarms to be maintained by the SP under this SA are:

- 1) All phase available within permissible limit
- 2) DG (ON)
- 3) DG output available
- 4) Low voltage alarm to the power supply input point to the active equipment
- 5) Low battery i.e. when the voltage of the battery connected to the active equipment goes below threshold
- 6) High room temperature alarm/ high rack temperature alarm
- 7) Power plant failure alarm
- 8) Fire alarm
- 9) low fuel level
- 10) No fuel
- 11) DG battery low
- 12) Site DC load
- 13) Door open alarm

1.2.4. In addition, the SP shall keep provision for 6 additional alarms for future use at each site in its scope

- 1.2.5. The minimum list of alarms to be made available for each mobile site is as above. However, SP may deploy additional alarms like Diesel level, SMS to his staff for proactive/ preventive site O&M, etc. for efficient O&M of site as per the requirement and to meet the required SLAs. There shall be facility for configuring these alarms by BSNL (and other customers, if any), as required from time to time as per required escalation matrix.
- 1.2.6. Apart from ensuring that the above alarms are correctly working and wired at BTS sites, the SP is also required to transfer this data to its remote monitoring server (via dual SIM / RUIM Modem). The remote server hardware and software should be housed in a proper data-center of international standards to ensure reliable performance of the system. The server must be in a position to be remotely accessed via web interface to all authorized users. Data from this server and BSNL monitoring systems will be used to compute the site uptime and performance. It would also be used for measuring total DC load of the site. Users should be able to access the remote monitoring equipment from any PC or internet enabled computer, and no additional software should be required for accessing it. Multiple users should be able to monitor the sites simultaneously. No. of authorized persons to access the remote monitoring server should be at least the No. of SSA + 5 in each circle.
- 1.2.7. The SP will equip each mobile site with dual GSM / CDMA Modem with SIM / RUIM card at his cost. 1 SIM / RUIM cards will be of BSNL and the other of non-BSNL in order that, if BSNL cell site is down, the modem is able to transfer data. The cost of subscriptions for SIM / RUIM cards and their usage will be that of the contractor. The choice of the non-BSNL operator will be that of the SP. Condition of dual SIM shall be enforceable only in cases where coverage of other operators is available
- 1.3. In addition, the SP will also provide the following undertake the following activities as the minimum service levels to be provided under this SA.
 - 1.3.1. Manning the NOC / OSS of BSNL and other customers 24 x 7 and coordinating with other personnel of the SP to provide necessary information, support and resources to maintain the uptime of the sites as per the SLAs
 - 1.3.2. Attending /resolving all the infrastructure related alarms twenty four hours, seven days a week i.e. @ 24x7 by the SP.
 - 1.3.3. Ensuring that the minimum level of diesel in the fuel tank of DG sets is maintained at 25% capacity of tank.
 - 1.3.4. Endeavor to maintain the temperature inside the shelter at the level of 28 +/- 2 deg C. (This Clause is not applicable in case of Outdoor BTS site)
 - 1.3.5. Preparing the monthly Fault Analysis Report to BSNL in format to be mutually agreed between the parties
 - 1.3.6. In the event of any defect/failure of passive infrastructure at any of the sites and reporting of the same to the nominated representative of the SP through SMS, followed by an email.
 - 1.3.7. Attending all-critical alarms, which can lead to outage, within a maximum time 2.5 hrs plus traveling time of maximum 2 hrs for remote sites between 6 AM and 10 P.M and within 3.5 hrs plus traveling time of maximum 2 hrs for remote sites between 10 P.M and 6 AM, from the time of receipt of intimation of such defect by the SP's nominated representative. In case there are more than one alarm at any site(s) falling under same technician, then the priorities to attend the same shall be decided by the BSNL / external customer, whose decision will be final and binding in this respect.
 - 1.3.8. Ensuring availability of AC mains connection at the Site. In case of mains failure, SP shall ensure DG power availability within 2 hours from mains failure alarm message

received by SP's field engineer

- 1.3.9. Providing a dust free and clean shelter room. Also, periodic rodent/pesticide control has to be undertaken by the SP. SP to ensure leakage free shelter room and provide quality antistatic flooring.
- 1.3.10. Ensuring Earth resistance not more than 0.5 Ohm under normal soil condition. A yearly check on the value of Earth resistance to be conducted and necessary action be taken by SP under the knowledge of BSNL.
- 1.3.11. Providing suitable Fire Extinguishers (ABC type or similar) with periodic check on their refilling.
- 1.3.12. Ensuring that the passive equipment is maintained in good working condition.
- 1.3.13. In case of failure in the site, intimating the nominated person of the BSNL and other customers (if any) thru SMS. Once the failure is resolved, intimation to be conveyed thru SMS by the SP to BSNL. For critical failures, Root Cause Analysis to be conducted and shared by the SP.

SECTION-6

UNDERTAKING & DECLARATION

6(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. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.
3. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:
Signature of Tenderer

Place:
Name of Tenderer
Along with date & Seal

6 (B) – NEAR RELATIONSHIP CERTIFICATE:

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

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

Signature of the tenderer
With date and seal

6(C) - Format of Covering Letter

(The covering letter should be on the letter head of the Bidding Company)

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel. #:

Fax#:

E-mail address#

To

[XXX], BSNL CO,
IInd Floor, Bharat Sanchar Bhawan,
HCM Lane, Janpath,
New Delhi-110001

Sub: Tender document for appointment of Service providers for Operation & Maintenance and Sales & Marketing of BSNL's Telecom towers.

Bid submitted for the cluster:

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the Qualifying Requirements for selection of Service providers for Operation & Maintenance and Sales & Marketing of BSNL's Telecom towers, hereby submit our Bid comprising of Non-Financial Bid and Price bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company (and our consortium partner(s) nor the any of our Parent Company/ Affiliate/ Ultimate Parent Company of our consortium partner(s)) has submitted Bid other than this Bid directly or indirectly in response to the aforesaid Bid Document for this zone [We are submitting this bid as lead bidder of a consortium comprising, and]

1. We give our unconditional acceptance to the Bid Documents, dated [Insert date in dd/mm/yyyy], as issued by BSNL. We accept that all the provisions of Bid Documents shall be binding on us.
2. EMD
We have enclosed EMD(s) of Rs. (Insert Amount) for the zone, in the form of bank guarantee nos.....(Insert number of the bank guarantee) dated [Insert date of bank guarantee] as per format provided in the Bid Documents from (Insert name of bank providing EMD) and valid up to.....in terms of the Bid Document.
3. We have submitted our Price Bid(s) strictly as per the Bid Document, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format.
4. Acceptance
We hereby unconditionally and irrevocably agree and accept that the decision made by BSNL in respect of any matter regarding or arising out of the Bid Document shall

be binding on us. We hereby expressly waive any and all claims in respect of Bid process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to the bid.

5. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Bid Document, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in the Bid Document have been fully examined and considered while submitting the Bid

6. Bidding for multiple zones

Apart from this bid for zone, we are also bidding for zones, and We confirm that we have taken due care to meet all the technical and financial criteria individually and cumulatively for each zone, which is explained as follows:

Qualification explanation – Lead Bidder					
Cluster	Consortium Partners (if any) (Lead or subordinate Member)	Technical Requirement	Means of meeting technical requirement	Financial Requirement	Means of meeting technical requirement
Cluster 1			Document 1		Document 1
			Document 2		Document 2
			Document 3		Document 3
			Total X>A		Document 4
Cluster 2			Document 1		Document 1
			Document 2		Document 2
			Document 3		Document 3
			Total Y>B		Document 4
Cumulative Requirement			Cumulative experience		Cumulative financials

Qualification explanation – Consortium Member 1					
Cluster	Consortium Partners (if any) (Lead or subordinate Member)	Technical Requirement	Means of meeting technical requirement	Financial Requirement	Means of meeting technical requirement
Cluster 1			Document 1		Document 1
			Document 2		Document 2
			Document 3		Document 3
			Total X>A		Document 4
Cluster 2			Document 1		Document 1
			Document 2		Document 2
			Document 3		Document 3
			Total Y>B		Document 4
Cumulative Requirement			Cumulative experience		Cumulative financials

Qualification explanation – Consortium Member 2					
Cluster	Consortium Partners (if any) (Lead or subordinate Member)	Technical Requirement	Means of meeting technical requirement	Financial Requirement	Means of meeting technical requirement
Zone 1			Document 1		Document 1
			Document 2		Document 2
			Document 3		Document 3
			Total X>A		Document 4
Cluster 2			Document 1		Document 1
			Document 2		Document 2
			Document 3		Document 3
			Total Y>B		Document 4
Cumulative Requirement			Cumulative experience		Cumulative financials

6. Contact Person

Details of the contact person are furnished as under:

Name :
Designation :
Company :
Address :
Phone Nos. :
Fax Nos. :
E-mail address:

7. We are submitting Non-Financial Bid and Price Bid in electronic format i.e. PDF format as desired by you in the Bid Document, for your consideration. We are also enclosing herewith the EMD (original copy) in physical format as desired by you in the Bid Document, for your consideration.
8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the Bid Document and subsequent communications from BSNL.
9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the Bid Document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
10. We confirm that all the terms and conditions of our Bid are valid for acceptance for at least 6 (six) months from the Bid Deadline.
11. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in this Bid Document.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney / Board Resolution

6(D) - DETAILS ABOUT THE BIDDING FIRM

DETAILS ABOUT THE BIDDING FIRM

Note - In case of Consortium this Format is to be duly filled in for all Consortium partners by the Authorised signatory of the respective companies and countersigned by the authorized signatory of the bidder company.

1. Full name of the firm : -----
(In capital letters) -----
2. Firm address : -----

3. (A) Telephone No. : -----
(B) Fax No. : -----
4. Is the firm proprietary : -----
/Partnership/Ltd. /Pvt. Ltd.
5. Names of Proprietor or : -----
Partners/Directors
(Address, contact telephone Numbers, Mobile numbers, FAX Nos., email IDs, DIN Nos. of each of the Proprietor / Partners / Directors)
6. Brief description of : -----
Work carried out by the -----
Firm in last three years -----
With name of clients,
Nature and value of work
Done for each. (Please attach extra sheet if necessary)
7. Is the firm registered: : -----
With any Government/ -----
Semi government undertakings
If so furnish details of Registration.
8. Has the firm been Black listed : -----
By any organization, -----
If so attach the details of the same. -----
9. Income Tax Account No. /PAN number : -----
10. Service Tax registration No. : -----
11. Registration Details for EPF

12. I undertake to comply with all the terms & conditions of this tender and to successfully & timely carry out the entire scope of work mentioned in the tender to the satisfaction of BSNL.

13. It is hereby certified that M/s

(a) is not a Licensed Telecom Service Provider to provide Basic Services/ Cellular Telephony Services/ Internet Services/ UASL/ NLD/ ILD Services anywhere in India.

(b) has never been black-listed by Central/ State Governments / PSUs.

(c) It is hereby undertaken that M/s undertakes to discharge all obligations as provided under various statutory / applicable enactments / Laws / guidelines / directives / Rules / Regulations, etc. like Labour laws, the Employees Provident Fund & Miscellaneous Act, 1952, etc. M/s further, indemnifies BSNL for any financial implications on BSNL on this account.

14. Status:- Lead Bidder / Consortium partner of the lead Bidder.

I hereby certify that the above-mentioned particulars are true and correct.

Signature of Authorized Signatory

Name of Authorized Signatory

Company Stamp

Details of Authorized Signatory

- (i) Designation
- (ii) Phone No. , Mobile No. , Fax No.
- (iii) Email :-

Postal address

6 (E) - MUTUAL NON-DISCLOSURE AGREEMENT

(To be signed on 100 Rs. Stamp Paper)

This Agreement is made as of the 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-110** hereinafter called BSNL which expression shall unless repugnant to the subject or the context mean and include 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 reasonable 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.

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

5. 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.
6. 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.
7. 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 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.
8. 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.

9. 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.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. 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.
- 12.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CMD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CMD, BSNL or the said officers shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 12.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this Clause.
- 12.3 The venue of arbitration shall be BSNL CO New Delhi and/or Circle/SSA HQ or the office of the Arbitrator situated at New Delhi or at the respective Territorial Circle/SSA HQ ,as the case may be.
- 13 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 centers alone will have the exclusive jurisdiction.

14. 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.
15. 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
Signature
Printed Name
Title

BHARAT SANCHAR NIGAM LIMITED
Signature
Printed Name
Title

6 (F) INTEGRITY PACT

Between Bharat Sanchar Nigam Limited (BSNL) / herein after referred to as “The Principal”

And

..... herein after 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 and regulations, and the principles of 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 Monitor 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 him/herself 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) commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The e-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 contractor 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 un disclosed 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 cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption 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.
 - (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (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 have committed a transgression through a violation of Section2, 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.

Section 4: Compensation for Damages

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (ii) If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, the Principal shall be entitled to demand and recover from the Contractor 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

- (i) 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.
- (ii) 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

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders / Contractors.
- (ii) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii) 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 Corporate Vigilance Office.

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 functions neutrally and independently. He reports to the CMD of the 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 auditor 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 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.
5. 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.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. 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.
8. 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.

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.

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.

For the Principal

Place.....
Date.....

For the Bidder / Contractor

Witness1:
Witness2:

Format 6 (G) - PARENT COMPANY UNDERTAKING
(To be submitted by the parent company)

Ref.

Date: XX.XX.2014

To
[XXX], BSNL CO,
IInd Floor, Bharat Sanchar Bhawan,
HCM Lane, Janpath,
New Delhi-110001

Dear Sir,

We hereby confirm that we are members of the board of (Insert parent company name) which is the holding company of (Insert bidder name) through (Insert name of intermediary companies if applicable).

We confirm that we will support (Insert bidder name) in all aspects of the Service agreement including taking full responsibility for all obligations and liabilities relating to the work and in accordance with the terms of the bid.

We undertake to be jointly and severally responsible for all obligations and liabilities relating to the due performance of the work in accordance with the terms of the bid.

Further, the board resolves that (Insert parent company name), if BSNL enters into a contract with the Bidding Company as per terms of the TENDER no. , we will not change the control in the Bidding company, without prior written permission from BSNL.

The Board also resolves vide Resolutions No. xxxxxxxxx dated xxxxxx that we (parent company) undertake to act as the guarantor towards the performance and liabilities of the Bidding company with regard to the proposed work order.

This undertaking shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till such time.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorized
Signatories of all the members of board of parent company)

For and on behalf of..... (The Bidder Company)

Format 6 (I) - SUBMISSION OF ADDITIONAL INFORMATION

To

[XXX], BSNL CO,
IInd Floor, Bharat Sanchar Bhawan,
HCM Lane, Janpath,
New Delhi-110001

Dear Sir,

Sub: Tender document for appointment of Service providers for Operation & Maintenance and Sales & Marketing of BSNL's Telecom towers.

We ----- (Name of the Bidder) are furnishing the following additional information apart from those already mentioned in the bid documents, which in our opinion strengthens our case for being well qualified to undertake the activities as per Scope of Work.

The following is the list of documents/ information provided by us:

1. -----
2. -----
3. -----

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

.....

Signature and Name of the Authorized Representative of the Company

Company rubber stamp/seal

.....

Place:

Date:

Format 6 (J) - SUBMISSION OF TECHNICAL QUALIFICATION REQUIREMENT

To

[XXX], BSNL CO,
IInd Floor, Bharat Sanchar Bhawan,
HCM Lane, Janpath,
New Delhi-110001

We ----- (The legal name of the Bidder) confirm that we have,

- (i) undertaken Comprehensive O&M of tower sites in India/abroad for numbers of cumulative sites for during the last three financial years i.e., 2013-14, 2012-13, 2011-12 as defined in the contract as detailed below-

Duration from the last date of issue of Bid Document	Name of the TSP/IP	Name of the O&M Activity (s)	No. of sites for which O&M was done
2013-14			
2012-13			
2011-12			

AND

- (ii) work was completed satisfactorily

We are enclosing herewith documentary evidences as specified in Bid Document for meeting the Technical qualifying criteria.

- An auditor certificate regarding ownership of tower assets with details of number of tower sites owned and operated during the past three years
- Certificates from its customers specifying (a) number of sites for which the Bidder provided comprehensive O&M services clusters-wise in which the services were provided, (b) duration for which these services were provided (c) satisfactory operation at these sites and (d) actual services provided. The certificate should contain Name, Designation, Address and Mobile number of the official of the customers issuing the certificates

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

.....

Signature and Name of the Authorized signatory of the Company

Company rubber stamp/seal

Place:.....

Date:.....

Format 6 (K) - SUBMISSION OF FINANCIAL QUALIFICATION REQUIREMENT

To

[XXX], BSNL CO,
IInd Floor, Bharat Sanchar Bhawan,
HCM Lane, Janpath,
New Delhi-110001

We certify that ----- (The legal name of the Bidder) had Annual Turnover based on unconsolidated audited annual accounts of the last three (3) financial years are as in the following table.

Sr. No.	Year	Annual Turnover (Rs. Crore)
1	2013-14	
2	2012-13	
3	2011-12	
4	Total of the last 3 years	

We are enclosing herewith documentary evidences as specified in Bid Document for meeting the financial qualifying criteria.

- Audited Financial Statements for last three financial years (2013-14, 2012-13, 2011-12) in the business of providing O&M of passive infra
- Board resolution of the holding / parent company to act as guarantor towards the performance and liabilities of the <Bidding company> with regard to the proposed Work Order (if applicable)

Yours faithfully
(Signature of Authorized Signatory)

Note:

1. In case the Financial Year as per the audited financial statement is different from 1st April to 31st March as specified here, the Bidder may mention the Financial Year as per the audited statements and furnish the details accordingly.

Format 6 (L) - POWER OF ATTORNEY
(To be submitted by all members of Consortium)

Ref.

Date: XX.XX.2014

To
[XXX], BSNL CO,
IInd Floor, Bharat Sanchar Bhawan,
HCM Lane, Janpath,
New Delhi-110001

Dear Sir,

We hereby confirm that we are members of the Consortium (constitution of which has been described in the application) & satisfy the terms and conditions laid out in the bid document.

We have agreed that (Insert name) will act as the Lead Member of our consortium.

We have agreed that (insert individual's name) will act as the representative of the consortium on our behalf (Power of Attorney is attached) and has been duly authorized to submit the bid. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

We do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the bid.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized Signatories of all the members of Consortium)

For and on behalf of..... (the bidder company)

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/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) for participation in the tender of work of vide tender no.

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge

this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL 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.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank
Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

7(B) For the Performance Guarantee
(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 AWO no.
..... Dated/...../20..... awarding the work of
..... to M/s R/o
..... (hereafter referred to as
"Bidder") and BSNL has asked him to submit a performance guarantee in favour of
DGM(MMT) BSNL CO, Delhi of Rs./- (hereafter referred to as "P.G.
Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

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

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

law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL 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.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

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

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

Subject: Authorization for attending Bid opening

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

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

.....

Signature of the Representative

.....

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

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

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

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

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

.....
.....

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

3. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From,

.....

<complete address of the purchaser><complete address of the Bidder>

.....

.....

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

Ref:Your Tender Enquiry No.dated

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

Dated: day of 20...

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

Section 9 Part B

Price Schedule

Comprehensive O&M of the Tower Sites of BSNL for the Cluster for Year

S. No.	Item Description	Total No. of Sites in the Cluster	Basic Unit Price (Total Service Fee per site per month) exclusive of all levies & charges	Unit price per Unit CIF	Custom Duty		Sales Tax		Pkg & Inland freight		Other levies & charges, if any				Price per Unit (All inclusive) (4B)+(6)+(8)+(10)+(11)	Duties & Taxes CENVAT able on unit Price	Unit Price per month excluding Duties & Taxes CENVAT able (12) - (13)	Total Price per month inclusive of all levies & charges excluding Duties & Taxes CENVAT able (3) x (14)	Discount offered, if any	Total Discounted Price per month excluding Duties & Taxes CENVAT able (15) - (16)	
					%	Amt	%	Amt	%	Amt	%	Amt	%	Amt							%
(1)	(2)	(3)	(4A)	(4B)	(5)	(6)	(7)	(8)	(9)	(10)	(11A)	(11B)	(11C)	(11D)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
1	0.00 to 1.00 KW (ID)																				
2	0.00 to 1.00 KW (OD)																				
3	1.01 to 2.00 KW (ID)																				
4	1.01 to 2.00 KW (OD)																				
5	2.01 to 3.00 KW (ID)																				
6	2.01 to 3.00 KW (OD)																				
7	3.01 to 4.00 KW (ID)																				
8	3.01 to 4.00 KW (OD)																				
9	4.01 to 5.00 KW (ID)																				
10	4.01 to 5.00 KW (OD)																				
Total			Total Service Fee per month for Comprehensive O&M of Tower Sites of BSNL for the Cluster for the Year.....																		
			Total Service Fee for Comprehensive O&M of Tower Sites of BSNL for the Cluster for the Year.....																		

1 We hereby declare that in quoting the above price, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 01.03.1986 and further extended on more items till date.

2 We hereby certify that CENVAT Credit for the amount shown in column-11 above are admissible as per CENVAT Credit Rules 2004

3 The Taxable value for Service Tax as per the relevant provisions of Service Tax (Determination of Value) Rules, 2006 and Sales Tax/VAT/WCT Tax applicable in the concerned states