



Tender Enquiry Document

For

**SERVICE CONTRACT FOR“DESIGN, DEVELOPMENT AND IMPLEMENTATION OF
CUSTOMER / CITIZEN CENTRICITY PROGRAM FOR BHARAT SANCHAR NIGAM LIMITED**

TENDER Type	- E-Tendering
Bid Type	- Single stage submission &Two Envelope system
Due Date to open on	- 15-03-2022 Time 12:00 Hrs.
Validity of Bid/Offer	- 180 Days

AGM (MM & ES)

O/o GM BRBRAITT, Jabalpur

Tel: 0761-2601658 Fax: 0761-2600301

e-mail: sonugurnani@bsnl.co.in

**Bharat RatnaBhim Rao Ambedkar Institute of Telecom Training, Ridge Road,
Jabalpur–482001**

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SECTION – 1 PART A

DETAILED NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

**Bharat RatnaBhim Rao Ambedkar Institute of Telecom Training, Ridge Road,
Jabalpur–482001**

Digitally sealed online tenders [E-tenders (Digitally Signed)], on rupee payment basis are invited by **General Manager BRBRAITT Jabalpur** in Single Stage Bidding and Two stage Opening using two Electronic Envelopes [Techno-Commercial (Qualifying Bid) & Financial Bid] for and on behalf of BSNL from the experienced contractors, for the following works:

1. Name of Work: Design, Development and Implementation of Customer / Citizen Centricity Program For Bharat Sanchar Nigam Limited.
2. Scope and Jurisdiction of work: The scope of this work is the design, development, and satisfactory implementation of a Customer/ Citizen Centricity program, for the employees of BSNL. For Details please refer Section 3 Part A

Sl. No.	Tender No.	Price of Bid Document (in Rs)- including 18% GST	Bid Security/ EMD ((in Rs)
1	MM/8/20/2021-22	590/-	1,00,000 (One Lakh)

Note-1:“The quantities (Number of Master trainers and support of training for BSNL frontline staff to Master trainers) stipulated in the tender are estimated and the BSNL reserves the right to vary the value of works to the extent of -25% to + 25% of contract value during contract period at the same rates and terms & conditions with prior approval of the tender approving authority.

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

The tender document shall be available for downloading from the websites <https://etenders.gov.in/eprocure/app> or www.bsnl.co.in or www.brbraitt.bsnl.co.in.

Availability of tender Document Online on e-tendering portal	Deadline for Submission of Physical Envelope to BRBRAITT BSNL Jabalpur and e-Bids Online on e-tendering E tender portal	Date & Time of opening of Physical Envelope	Date of Opening of Bids Online	
			Technical Bid	Financial Bid
From 15-02-2022 15: 00 Hrs to 14-03-2022 up to 11.00 hrs	Up to 11:00 hrs on 14-03-2022*	At 12:00 hrs on 15-03-2022	At 14:00 hrs on 15-03-2022	To be notified later

*Please refer "Note" at page no 14 for detail information

- 3.1 If the date of opening of the bids happens to be holiday, the tenders will be opened on the next working day at the same time and the same venue.
- 3.2 The tender is invited through e-tendering process through the e-tender portal
- 3.3 Kindly refer **Section-4 Part-C** of Tender document for further instructions on e-tendering. Prospective bidders should get their registration done well in time on the e-tender portal and obtain the Digital Signature Certificate (DSC) from authorized CA, which is essential for participating in the tendering process through e-tender portal.
- 3.4 As the tender is invited through e-tendering process, physical copy of the tender document would not be available for sale. The bidder needs to download the tender document using the link as mentioned above.
- 3.5 All the documents in Qualifying Bid –Part-A and Financial bid-Part B are to be uploaded in the respective electronic envelopes/parts on e-tender portal including proof of deposit of cost towards e-payment (RTGS/NEFT) or DD/Banker's Cheque/ towards cost of tender and e-payment (RTGS/NEFT) or DD/Banker's Cheque/BG towards EMD. MSE bidders claiming exemptions from tender fee & EMD must upload their registration certificate UAM/Udyam etc
- 3.6 The Tender document shall not be available for download from e-tender portal after closing date and time.

4. ELIGIBILITY CRITERIA

4.1 General Eligibility Criteria

- I. The bidder shall be either a Proprietorship firm, Partnership firm, Company registered under Indian Companies Act 1956/2013, LLPs (Limited Liability Partnerships) or Registered Societies.

- II. The bidder shall fulfill requirement of Rule 144(xi) of GFR 2017. Any bidder from a country which shares a land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of F.No.6/18/2019-PPD dated 23rd July 2020 from Department of Expenditure, Ministry of Finance. A declaration as per Format under Section-7 Annexures 15 shall be submitted by bidder for meeting this eligibility condition.
- III. The bidder should be in the business of Professional Management/ Consultancy and should have been in existence for at least 5 years (as on 31st March, 2021)
- IV. The bidder should be eligible to operate in conformity with the provisions of the laws in India and shall have a registered office within India.
- V. Bid under consortium or Joint Venture is not allowed for this tendered works.
- VI. A bidder can submit only one bid in the bidding process. Submission of more than one bid by the bidder will result in the disqualification of all the bids submitted by the bidder.
- VII. The bidder must produce documentary evidence for eligibility criteria.
- VIII. Valid Permanent Account Number (PAN) of the bidder from Income Tax authorities and EPF/ESIC registration certificate.
- IX. The bidder shall have valid GSTIN registration certificate.
- X. The Bidder shall not be under a declaration of ineligibility/ banned/ blacklisted/ debarred by any State/ Central Government/ PSU/ any other Government institutions in India for corrupt or fraudulent practices or for non-performance as on last date of submission of the Bid.

4.2 Technical Eligibility Criteria

- I. The bidder should have minimum 20 professional employees on its payroll in Consultancy and related Services such as Capacity Building/ Change Management/ soft Skill Training/ Organisational Transformation/ Mindset Change cum Customer Centricity (as on 31st March 2021).
- II. The bidder should have satisfactorily completed* one similar single service contract** for a minimum value of INR 14 lakh, in the last three financial years 2018-19, 2019-20 & 2020-21 and the current financial year(2021-22) up to Q3 of FY 2021-22.

* Completed service contract includes on-going service contracts subject to payment of bills amounting to at least INR 14 Lakh.

**** Similar service contract means any contract of “Capacity Building/ Change Management/ soft Skill Training/ Organisational Transformation/ Mindset Change cum Customer Centricity project using IT platforms in India”.**

- III. As per DPIIT guidelines only class-I and class-II Local suppliers are allowed to participate in tender. Preference will be given to Class-I Local suppliers for award of work. Bidders are required to submit declaration vide Form-1 attached in Section-7 Annexure 14 with Local content of offered products/services.

Note 1: “Guidelines on Public Procurement (Preference to Make in India), Order 2017 as amended on 16/09/2020 shall be applicable for this procurement tender”

Note 2: “Any bidder from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in Annexure-I of O.M. No. 6/18/2019-PPD Dated 23.07.2020 from Department of Expenditure, Ministry of Finance. The bidders shall submit an undertaking as per Format in this regard.[For details F. No. 6/18/2019-PPD Department of expenditure Public procurement Division dated 23rd July 2020 may be referred.]”

4.3 Financial Eligibility Criteria

- I. T1- Financial Turnover: The bidder should have a minimum average turnover of Rs 60 lakh, during the last three financial years 2018-19, 2019-20 & 2020-21 and the current financial year (2021-22) up to the Q3 of 2021-22. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered. To substantiate the requisite financial turnover, the tenderer can also submit attested Certificate from the Chartered Accountant (CA)/ concerned department / client. Client certificate should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India
- II. T-2 Liquidity: The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the bid value net of applicant’s commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant. In case the Net current Assets (as seen from the Balance Sheets) are negative, only the banking reference will be considered. Otherwise, the

aggregate of the Net Current Assets and submitted Banking references will be considered for working out the liquidity. The banking reference should be from a scheduled bank in India and it should not be more than 3 months old as on the date of submission of bids. The format of the Banking Reference is at Annexure 5 of tender document.

5. BIDSECURITY/EMD:

5.1 A) The bidder shall furnish the bid security/EMD in one of the following manner:-

- I. RTGS/NEFT/Demand Draft/ Banker's cheque of Rs 1,00,000/-(One Lakh only) drawn in favour of "ACCOUNTS OFFICER (Cash), BRBRAITT, BSNL, Jabalpur," and payable at, Jabalpur.
- II. Bank Guarantee of 1,00,000 /-(One Lakh only) from a scheduled bank drawn in favour of "ACCOUNTS OFFICER (Cash), **BRBRAITT, BSNL, Jabalpur**", which should be valid for 210 (30 days more than bid validity date) days, from the tender opening date.

"Customer Name: AO (Cash) BRBRAITT Jabalpur

BSNL bank A/C No: 39313818571

IFSC Code: SBIN0050701

Name of the Bank: SBI

Address of the Bank: JAWAHARGANJ, JABALPUR

5.1B) The (MSE)Micro & Small Enterprise bidders registered with the designated bodies of Ministry of MSE bodies like National Small Scale Industries Corporation etc and having UAM or Udyam Registration are exempted from payment of bid security. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the Consultancy and related Services such as Capacity Building/ Change Management/ soft Skill Training/ Organisational Transformation/ Mindset Change cum Customer Centricity etc. using IT platform. The scope of area of the above MSE registered bidders must be for in Consultancy and related Services such as Capacity Building/ Change Management/ soft Skill Training/ Organisational Transformation/ Mindset Change cum Customer Centricity etc. using IT Platform.

6. **Date & Time of Submission of Tender bids:** The tender shall be processed on the E-Platform i.e. **<https://etenders.gov.in/eprocure/app>**, as per detailed procedure given in Section 4 Part C (E-

Tendering instructions to bidders) and a physical bid in sealed envelope to be submitted to AGM (MM), R. N. 008, Admin Building, BRBRAITT, Ridge Road, Jabalpur-482001 along with the Earnest Money as per BSNL Tender Norms and required tender fee as prescribed in clause 5.1 and 2 above, on or before 14/03/2022 up to 11:00hrs.

Note: 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.

7. OPENING OF TENDERBIDS:

7.1 Physical bid.....15/03/2022 at 12:00hrs.

7.2 Techno-commercial bid(on E-Platform)15/03/2022 at 14:00hrs.

7.3 Financial bid (on E-platform). The date will be intimated to the responsive bidders only, later on.

8. PLACE OF OPENING OF TENDERBIDS:

8.1 Since tender has been invited through e-tendering process, the tender shall be opened through ‘Online Tender Opening Event . BRBRAITT’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.

8.2 In addition, authorized representatives of bidders can attend the TOE at “**R. N. 008, Admin Building, BRBRAITT, Ridge Road, BSNL, Jabalpur-482001**”, where BRBRAITTs Tender Opening Officers would be conducting Public Online and manual Tender Opening Event (TOE).

9. Tender bids received in offline mode after due time & date will not be accepted.(E-tender portal will allow submission of bids only up to stipulated date & time).
10. Incomplete, ambiguous, Conditional, illegible tender bids are liable to be rejected.
11. The purchaser i.e. BSNL, reserves the right to accept or reject any or all tender bids without assigning any reason. The purchaser is not bound to accept the lowest tender.
12. 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.
- 12.1 In case of any correction/ addition/ alteration/ omission in the tender document / its terms &

conditions, the tender bid shall be treated as non-responsive and shall be rejected summarily.

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

12.3: All computer-generated documents should be duly signed/digitally signed/ attested by the bidder/ vendor organization.

- 13 The units registered under single point registration scheme of NSIC /MSE units for works mentioned in Technical Qualification (Clause 4.2 of Section-I PART A) are exempted from depositing the price of tender document and from payment of earnest money deposit (EMD). Such bidder shall have to upload the document in proof of registration of valid NSIC/MSE for carrying out works mentioned in Technical Qualification (Clause 4.2 of Section-I PART A) along with bid document.
- 14 The successful bidder including NSIC/MSE bidders shall furnish performance security deposit to the purchaser for an amount equivalent to **3% of the total value of Advance Work Order / Advance Purchase Order.** *(For more details please refer clause No. 2 of Section- 5 Part-A)*
- 15 If an MSE vendor registered with body specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work /contract by BSNL for one year from the date of issue of such order and MSE authority issuing the certificate, shall also be informed for taking suitable action against MSE bidder.
- 16 The supplier has to indemnify BSNL against loss of input tax credit to BSNL on account of blacklisting of supplier during tenure of contract.
- 17 BSNL has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by supplier.
- 18 The Bidders should ensure that their queries regarding bid document should reach to DGM (TM) BRBRAITT, Jabalpur by email (dgmtm_brbraitt@bsnl.co.in) within 14 days of issue of this NIT i.e. on or before 15:00 hours 02/03/2022.

19 Contact details of BSNL executives are as below:

BSNL Contact-1	
BSNL's Contact Person	SmtSonuGurnani
Telephone/ Mobile	Tel: 0761-2601658/ 9425801016 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	sonugurnani@bsnl.co.in
BSNL Contact-2	
BSNL's Contact Person	K.K. Chourasia
Telephone/ Mobile	Tel: 0761-2605150/9425800790 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	kkchourasia1975@bsnl.co.in

AGM (MM & ES)
O/o GM BRBRAITT, Jabalpur
Tel: 0761-2601658 Fax: 0761-2600301
e-mail: sonugurnani@bsnl.co.in

Disclaimer

This tender document is issued by BSNL for service contract towards selection of firm for design, development and implementation of Customer / Citizen Centricity Program for BSNL.

Whilst the information in this tender has been prepared in good faith and to the best of knowledge of the BSNL, the information contained in this tender is indicative.

Each Party must conduct its own analysis of the information contained in this tender to correct any inaccuracies therein and is advised to carry out its own due diligence into the proposed Project. Each Party must conduct its own analysis of the regulatory regime which applies thereto, and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the proposed Project. Neither the BSNL nor any of its officers or employees, nor any of their advisers nor firms shall be responsible for any direct or indirect loss or damage arising out of or for use of any content of the tender in any manner whatsoever.

This tender includes certain statements, estimates and projections with respect to proposed Project. Such statements, estimates and projections reflect various assumptions made by the management, officers, employees and firms, which (the assumptions and the base information on which they are made) may or may not prove to be 100% accurate. No representation or warranty is given to the reasonableness of the projections or the assumptions on which they may be based and nothing in this tender is, or should be relied on as, a promise, representation or warranty. BSNL shall be the sole and final authority with respect to qualifying a bidder through this tender. The decision of BSNL in selecting the Firm who qualifies through this tender shall be final and BSNL reserves the right to reject any or all the bids without assigning any reason thereof. BSNL further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project. BSNL may terminate the tender process at any time without assigning any reason and upon such termination. BSNL shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

SECTION- 2

Tender Information

1. Type of tender:-

- a) No. of Bid Submission Stages for E- tender:-Single Stage Two Envelope System.
- b) Techno-commercial & Financial bid to be submitted electronically on <https://etenders.gov.in/eprocure/app>. In addition, physical bid comprising of only the documents listed at 3 (C) below to be submitted physically. **The Techno-Commercial & Financial bid original or copy must not be submitted with physical bid to AGM (MM), BRBRAITT, Jabalpur.**

2. Bid Validity Period / Validity of bid Offer: 180 days from the tender opening date.

3. The electronic bid is invited in Single Stage Two Envelope System.

- a) **Techno-Commercial Envelope (Also refer Section 4 Part B),** in electronic form, shall contains following documents:

- I. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of DNIT
- II. Copy of PAN no./EPF/ESIC registration certificate
- III. Copy of Goods and Service Tax Registration Certificate and bidder has to give a self-declaration that bidder is not black listed by GST authorities. OR The bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
- IV. Details of Bid security/EMD.
- V. Details of Tender Documents fee.
- VI. Bidder's Profile & Questionnaire duly filled & signed/digitally signed
- VII. Near-Relation Certificate duly filled & signed/digitally signed
- VIII. Undertaking & declaration duly filled & signed/digitally signed
- IX. Documents stated in clause 10 of Section-4 Part A. Viz;

- a. Valid MSE certificate, if any.
 - b. Certificate of incorporation, if any.
 - c. Article or Memorandum of Association or partnership deed or proprietorship deed as the case maybe.
- v) Tender Documents with signed & company sealed /digitally signed in each page separately.
- b) **Financial Envelope** shall contain Price Schedule as per section 9 Part B of tender document. First techno- commercial bid will be opened and evaluated by TEC. The financial bid of only responsive bidders shall be opened.

All relevant bid annexure should be uploaded on E-tender portal /E-Platform i.e. “<https://etenders.gov.in/eprocure/app>” only (Since tender is invited through e-tendering process).

Note:- All the required documents towards the Techno-commercial & Financial bid, **should** be submitted// uploaded as **self-attestation or digitally signing** with the tender form, only online through e-tender portal. Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.

- c) **Physical Bid Envelope** shall contain: {This envelop has to be submitted, physically, in the office of AGM (MM), Room No. 008, Admin Building, Ridge Road, BRBRAITT, Jabalpur-482001, on or within 5 days from the last date and time of submission of bid.}
- i) DD/ Bankers cheque for EMD-Bid Security in Original and DD/ Bankers cheque against payment of tender fee in original or receipt of RTGS/NEFT.
 - ii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A. (not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.)
 - iii) Copy of MSE certificate in case bidder is a MSE bidder with UAM No.
 - iv) Letter of authorization for attending bid opening as per Annexure 10 of the tender document. Applicable if, the bidder wants to facilitate his Representative to attend in Bid opening.

***Note:** Please note that the above documents are the prerequisites for considering bid for evaluation. Bidder is being allowed 5 days time from last date of bid submission, to submit these documents to this office. Therefore, the scanned copies of all these documents **must be mandatorily uploaded in technical bid part** on e-tendering portal, failing which the online bids of such tenderer will not be opened and rejected. If the bidder fails to submit the original offline documents 5 days time from last date of bid submission or the submitted documents are in variance with scanned copies uploaded, the bid will be rejected summarily.*

4. Duration of Contract (Validity of tender):

Normally contract will be awarded for **one year**. However, extension for six months or part thereof, will be considered, keeping in view the various factors such as exigency of service, satisfactory performance of the firm with the same terms and conditions of the tender.

SECTION 3 PART A

NAME OF WORK AND SCOPE OF WORK

1. NAME OF WORK – DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER / CITIZEN CENTRICITY PROGRAM FOR BHARAT SANCHAR NIGAM LIMITED.

1.1 Introduction

This tender is issued by BRBRAITT BSNL Jabalpur on behalf of BSNL for service contract towards selection of bidder for design, development, and implementation of Customer / Citizen Centricity Program for BSNL.

The primary objective of this tender is to seek proposals from the bidders, through which, BSNL shall select a bidder with capabilities to “Design, develop and implement a Customer/ Citizen Centricity Program for BSNL”. The bidder will also Design & develop an impact assessment model for frontline BSNL staff. Thereafter, support the impact assessment through suitable evaluation committee as decided by BSNL.

BRBRAITT BSNL is looking forward to implement the work as outlined in this tender as per the industry best practices. The tender intends to bring out the details with respect to scope of work that are deemed necessary to share with the interested bidders.

BHARAT SANCHAR NIGAM LIMITED (BSNL) was incorporated on 15th September 2000 . It took over the business of providing of telecom services and network management from the erstwhile Central Government Departments of Telecom Services (DTS) and Telecom Operations (DTO), with effect from 1st October' 2000 on going concern basis. The company provides telecom services throughout the country excluding Delhi & Mumbai. BSNL is a 100% Govt. of India owned Public Sector Undertaking with an authorized share capital of Rs.17,500 crores and paid-up capital of Rs.12,500 crores comprising of Rs.5,000 crores of Equity and Rs.7,500 crores of Preference shares capital. Its total income during FY 2019-20 was Rs.18,907crores.

BSNL is one of major service provider in its license area. The company offers wide ranging & most transparent tariff schemes designed to suit every customer. BSNL telecom network is part of modern global network, providing access to countries around the world for

transporting information in the form of voice, data and video. The company has vast experience in planning, installation, network integration & maintenance of switches & transmission networks & also has a world class ISO 9001 certified Telecom Training Institute.

BSNL has been in the forefront of technology with 100% digital new technology switching network. BSNL has a customer base of 1267.21 Lakh subscribers.

- **Wire-line Services**
- **Mobile Services**
- **Broadband Services**
- **FTTH Services**
- **Managed Services**
- **Enterprise Business Services**

In addition, BSNL is providing a host of Value Added Services (VAS) to its landline and mobile customers. VAS is normally a third party item and is provided on franchise model on revenue share basis. BSNL has modernized its network by incorporating state of the art technology and adopting customer friendly approach.

Objective of tender: The primary objective of this tender is to seek proposals from the bidders, through which, BSNL shall select a bidder with capabilities to “Content Design, develop and implement a Customer/ Citizen Centricity Program for BSNL”. The bidder will also Design & develop an impact assessment model for frontline BSNL staff. Thereafter, support the impact assessment through suitable evaluation committee as decided by BSNL.

2. SCOPE OF WORK

The scope of this project includes the design, development, and satisfactory implementation of a Customer/ Citizen Centricity program, for the employees of BSNL. The bidder will also develop an impact assessment module and assist BSNL in carrying out the Impact assessment of this project.

The exercise aims to achieve a citizen-centricity in the delivery of services to improve the responsiveness and quality of services delivered to citizens and build trust in them. For the success of this project, the selected bidder will carry out:

1. Customer interaction study of 200 employees of BSNL and 500 customers of different verticals (such as Consumer Fixed Access, Consumer Mobility and Enterprise Business) in various parts of the country and to identify pain points in services delivery and behaviors of BSNL frontline staff.
2. Analysis of the customer and staff interaction study followed by report submission to empowered committee at BRBRAITT BSNL Jabalpur along with solution proposals.
3. Design and develop an effective and result oriented capacity building / organizational transformation program that will help frontline BSNL staff adopt customer centric mindsets / behaviors and to motivate them for customer delight.

The training program will be for two categories of employees:

Sl No	Target Population	Total Numbers
1.	Executives (JTO/ JAO,SDE/AO,AGM / CAO, / DGM / GM)	1500
2.	Non-Executives (ATT, TT,TOA, JE etc)	6000

* The figure may vary between executive/nonexecutive as per requirements of BSNL.

4. In the first phase, deliver training to 100 Master trainers of BSNL in face-to-face (offline) mode at two training locations i.e. ALTTC Ghaziabad and BRBRAITT Jabalpur.
5. In the second phase, provide the necessary capacity transfer and support services that will enable these Master trainers to deliver the programs seamlessly and effectively to 7400 employees of BSNL.
6. The developed content should be handed over to BSNL and should be such that they are compatible for upload on the IGOT platform of Government of India. The successful bidder shall help to upload the created content on iGOT if required.

7. Design and develop an impact assessment model for frontline BSNL staff. Thereafter, support the impact assessment study to be done by a suitable evaluation committee as decided by BSNL.

SECTION 3 PART B

Technical Specification / Requirement

1. DELIVERABLES

The bidder shall deliver the below-listed deliverables to BSNL as part of an assurance to fulfill the obligations under the contract of this tender. The List of the deliverables given below may not be exhaustive and the bidder is responsible to provide all those deliverables which may be specified in this tender but not listed here and those proposed by the bidder in their proposal in response to this tender.

1. Customer and staff interaction study report.
2. Development of the program modules for the identified 7500 staff – both online and offline - aimed at customer centricity cum mindset change for executives and non-executives , duly taking into account the inputs from the survey results and report thereon. The programme content should encompass all type of job roles of frontline works, eg; CFA, CM, EB, Marketing and CSC etc. The programme content, relevant documents and relevant MIS reports shall be submitted to BSNL, and will become BSNL property. BSNL will not be bound by any proprietary infringement issues over the course content developed and delivered by bidder. The bidder agrees to indemnify BSNL from any proprietary / patent infringements. BSNL shall be free to use this material in future also.
3. The modules must be developed separately for 100 BSNL staff, to be trained as master trainers in physical (physical and digital modes, including reading and teaching material), and shall be delivered to BRBRAITT Jabalpur. The duration of the physical training should be of five working days. The program content should be made available in Hindi and English for this training.
4. Assessment of the Master trainers and their certification to ensure successful delivery of training to the rest 7400 field staff with assistance / platform of bidder.
5. The firm shall design programme modules for executives and non-executives each and get validated by empowered BSNL Committee.
6. For further training of field staff of both categories i.e. executives and non-executives, the training resources as required should be translated into local languages as per needs.
7. Assessment of the rest 7400 trainees and their certification.

8. Completion of the relevant inputs for the program which shall be delivered by a suitable mix of the bidders' personnel as well as by the master trainers selected from BSNL. The successful bidder shall deploy one dedicated representative in 9 training centres locations of BSNL for assisting the Master Trainers in training of Field Staff. These representatives should provide IT backup and also assist in impact assessment.
9. The bidder shall not only train and develop 100 Master trainers of BSNL for the primary delivery of the program but should also continually monitor and support these Master Trainers in the effective delivery of the content in a given time frame. The bidder, as per their model, should also physically interact with the 7400 staff during the course of training carried out by the Master Trainers.
10. Providing necessary enablement for effective implementation and deployment of the programs / rollout / scale upto train the remaining 7400 field staff.
11. "The successful bidder shall also develop a separate Refresher Module, as a part of its Programme Modules, customized suitably for Master Trainers on one hand and the rest of the Field staff on the other, to ensure the effectiveness of the imparted training. This module must be handed over to BSNL before the completion of training of Master Trainers. Refresher courses for trained staff shall be conducted by BSNL whenever required."
12. Design & develop an impact assessment model / module for frontline BSNL staff. Thereafter, support the impact assessment study to be done by a suitable evaluation committee decided by BSNL.

2. DELIVERABLE SIGN-OFF

The bidder, where requested, shall explain the deliverables to BSNL and provide clarifications to their queries. All the responsibilities with respect to the requirements in the tender or the BSNL's processes will be the responsibility of the bidder. Any gap that is found in a deliverable with respect to the above, even after the sign-off, will have to be addressed by the bidder without any additional cost to BSNL.

Note:

1. The deliverables or modules (to be implemented as part of solution which have been listed) are more of a reflection of the areas to be addressed rather than the specific deliverables or modules to be implemented as part of Solution. So, the bidder is required to make an assessment of the deliverables/modules to be designed within

the proposed Solution, as detailed in scope of work. However, any changes to the assumptions of the bidder in terms of the deliverable/modules, as long as the processes remain the same will not be treated as a change in scope.

2. The work plan that the bidder shall submit as part of the bid documents, shall clearly lay down how the bidder proposes to design, develop and implement the required solution under the scope of work laid down in Section 3 Part A of this tender document, elucidating his approach to the above listed deliverables.

SECTION 3 PART C:
SCHEDULE OF REQUIREMENTS (SOR)

1. Project Timelines and Implementation Framework:

1. Phases of implementation: The implementation of this project is comprehensively divided into 4 phases:

Sl No	Task to be Completed	Project Timelines	Implementation Framework
1.	Customer interaction study Phase:	45 days	Customer interaction study phase involves interaction of 200 employees of BSNL and 500 customers of different verticals (such as Consumer Fixed Access, Consumer Mobility and Enterprise Business) in various parts of the country to identify pain points and solutions followed by report submission. Both the activities to be carried out within 45 days from the date of issue of Letter of Acceptance/Purchase Order (PO) / Work order by BSNL.
2.	Design and development Phase:	45 days	The design and development of the module of citizen / customer centricity programs aimed at Customer Centricity and Mindset Change for each of the two categories i.e. executives / non-executives . The bidder shall deliver the list of modules/ deliverables that it deems should

			be part of the solution and their design, implementation, and deployment timeline in their detailed work plan. Design and development of the course content is to be carried out within 45 days from the date of acceptance of customer interaction survey report and proposed solutions as mentioned in S.No 1 above.
3.	Implementation Phase Rollout – Phase I : Training to 100 master trainers of BSNL Rollout – Phase II : Training of 7400 field staff by master trainers	30 days 60 days	<p>The training of 100 Master Trainers at two training locations of BSNL namely, ALTTC Ghaziabad, and BRBRAITT Jabalpur, by the personnel of the successful bidder must be completed within 30 days from the date of acceptance of course content by BSNL as designed and developed by the successful bidder.</p> <p>Training of 7400 field staff by the Master Trainers in physical mode, to be organized by BSNL, and monitored and evaluated by the successful bidder shall be completed within 60 days from the date of completion of the training of 100 Master Trainers.</p>
4.			The successful bidder will design & develop an impact assessment

	Impact Assessment:	90 days	<p>model for frontline BSNL staff. Thereafter, the firm shall support the impact assessment study to be done by a suitable evaluation committee as decided by BSNL</p> <p>The Impact Analysis which would be undertaken after a suitable gap, shall be completed within 90 days from the date it starts.</p>
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Successful bidder shall design a roadmap for the above phases in consultation with BSNL to ensure that the above timeline is met.

SECTION 4 PART A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier" or "The Vendor"** means the individual or firm supplying the goods/services under the contract.
- (d) **"The Goods/services"** means all the equipment, machinery, and/or other materials/services which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order" or "Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (i) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded. He will also be termed as Training and Content Provider(TCP)/Training Service Provider (TSP).

2.0 ELIGIBILITY CONDITIONS:

2.1 Kindly refer clause 4 of DNIT

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

- 4.1** The goods/services required to be supplied; 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.

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1.** A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by Email 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 within **14days from the date of issue of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2** Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

- 6.1** The Purchaser 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 Email or by Addendum through e-tendering portal (for tenders invited through e-tendering process) to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

- 6.3** In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 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(a)
- (d) A Bid form and price schedule completed in accordance with Clause 8 & 9.

8.0 BID FORM

- 8.1** The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods/services to be supplied, brief description of the goods/services, their quantity and prices as per Section-9 Part A.

9.0 BID PRICES

- 9.1** The bidder shall give the total composite price with materials including packing, forwarding, freight and insurance. Goods and Service Tax which will be paid by the TSP/TCP as per the price schedule given in Section 9 Part B.
- 9.2** A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1.** The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents (whichever is required) as per terms and conditions of Bid Documents.
- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.

- b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I, Section-4 Part A and Section 4 Part B.
- c) Power of Attorney as per clause 14.3(a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of this section.
- d) Documentary proof of GST registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ LoI/signing of contract, if declared successful.
- e) Certificates from all Directors/ Partners of the bidder Company/firm stating that none of their near relatives are working in BSNL in accordance as per Section 6 B of this tender document.
- f) Certificate of incorporation / registration.
- g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. 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.
- h) Documents as required in Section 4 Part B

11.0 DOCUMENTS ESTABLISHING GOODS/SERVICES' CONFORMITY TO BID DOCUMENTS

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

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

- (a) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR, General (Commercial) Conditions & Special

(Commercial) Conditions of contract shall not be considered.

12.0 BID SECURITY /EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 Part-A of tender document.

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. The MSE units shall be exempted from submission of Tender document cost and Bid Security deposit on production of requisite proof in respect of valid certification from MSE for the tendered item and also submit a Mandatory declaration regarding registration of its Udyog Aadhar Memorandum (UAM) issued by Ministry of Micro Small and Medium Enterprises (MSE) on Central Public Procurement portal (CPPP).

Note: If the bidder failed to submit the UAM number and declaration that UAM number is registered on CPPP portal , it shall not able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs order, 2012 issued by MSE and amendments thereafter issued by MSE.

- b) The enlistment certificate issued by MSE 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 BRBRAITT, 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 Para12.7.

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

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 purchase order / advance work order satisfactorily in accordance with clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the advance purchase order / advance work order and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

13.0 PERIOD OF VALIDITY OF BIDS.

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

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

14.0 FORMAT AND SIGNING OF BID.

14.1. The bidder shall submit his bid (Techno-commercial and Financial) online and only physical bid with EMD & Tender Fee, through sealed envelopes physically, 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 physical bid), by the authorized person. The letter of authorization shall be indicated by written power-of-

attorney accompanying the bid.

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

- 14.2. The bid shall contain no interlineations, erasures or over writing 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. A copy of resolution authorizing the concerned person by the Board of Director to execute power of attorney shall be attached.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney. In case of the bidder being a Limited Liability Partnership (LLP), the said Power of Attorney should be executed by designated partner(s) in favour of the said Attorney. A copy of the Partnership deed (first, last and relevant pages) duly attested by all partners shall be attached.
- (d) Attestation of the specimen signatures of authorized signatory by the bank shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) Any individual authorized in writing to execute Contracts or other agreements or commitments or physically sign or digitally sign the bid documents etc. on behalf of the bidder company shall be one of the power of attorney holders of the bidder company as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) of Section-4 Part A of the tender document. The letter of authorization shall be indicated by written power of attorney accompanying the bid.

15.0 SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Clause 3, Section 2 tender information.

15.1.1 The bids may be called under

- a) Single Stage Two Envelope bidding be submitted on E-Tendering portal and physical bid may be submitted physically.
- b) The details of sealing & marking for physical bid is given below:

The 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.

The bidder shall submit physical bid with all the documents specified for physical bid in a single envelope. The envelope should be sealed by the personal seal of the bidder.

15.2 a) The physical bid envelope shall be addressed as given below:

“THE AGM (MM), R. NO. 008, ADMIN BUILDING, RIDGE ROAD,
BRBRAITT, JABALPUR-482001.”

- b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The envelope 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) Physical bid 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 sent by registered post or delivered in person shall be delivered upto specified time & date as stated in NIT to “The AGM (MM), R. No. 008, Admin Building, BRBRAITT, Ridge Road, Jabalpur-482001”. The purchaser shall not be responsible, if the bids are delivered elsewhere.
- f) Venue of Tender Opening:

The tenders will be opened in Room.No. 008, Admin Building, BRBRAITT, Ridge Road, Jabalpur-482001 at specified time & date as stated in DNIT.

16.0 SUBMISSION OF BIDS

16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-1, Part-A i.e.DNIT.

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

17.0 LATE BIDS

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

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

19.0 OPENING OF BIDS BY PURCHASER

- 19.1 The Tender opening committee of BRBRAITT shall open bids physically and online, in the presence of the authorized representatives of bidders physically present, who choose to attend, at time & date specified in Clause 7 of D NIT(Section-1) on due date.

The bidder's representatives, in the format available at Annexure 10 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.

- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of

opening of techno commercial bids in this case & sealed financial bids will be handed over to Assistant General Manager (MM),BRBRAITT, Jabalpur. Thereafter the TEC will evaluate Techno-commercial bids & the report of TEC will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

19.4 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.

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

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

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

19.5 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for 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 techno

commercial and financial bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION

- 21.1** The purchaser 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 duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points.
- 21.3** 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 the purchaser.
- 21.4** 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.
- 21.5** Prior to the detailed evaluation pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.6** A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.7** The purchaser 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 purchaser 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 basis of total composite prices of the services offered inclusive of Packing, Forwarding, Freight and Insurance charges etc. but excluding goods and service tax which shall be paid extra.
- 22.3 In case same score achieved by more than one bidders, then such bidders will be evaluated as L1, L2, L3 etc in the descending order of experience in terms of revenue earned in the fields mentioned in the point 7 of Technical eligibility criteria of section 4 Part B.

23.0 CONTACTING THE PURCHASER

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

24.0 PLACEMENT OF ORDER

- 24.1. The purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods/services have been type approved/ validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of bid shall not exceed the lowest evaluated package price.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the

running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

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

26. PURCHASER'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 PURCHASE ORDER / ADVANCE WORK ORDER

- 27.1. The issue of an Advance Purchase Order / Advance Work Order shall constitute the intention of the purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order/ Advance Work Order, give its acceptance along with performance guarantee in conformity with the Proforma provided with the bid document.

28. SIGNING OF CONTRACT

- 28.1 The issue of Advance Purchase order / Advance Work Order shall constitute the award of contract on the bidder.

- 28.2 Upon furnishing of performance guarantee by successful bidder (pursuant to clause 27) and signing of contract, the purchaser shall discharge the bid security in pursuant to clause 12.

29. ANNULMENT OF AWARD

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

30. QUALITY ASSURANCE REQUIREMENTS

The quality of services will be monitored by the authorized representatives of the purchaser and their decision in this regard has to be accepted by the contractor.

31. REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Clause 11.2 (a) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5 Part B 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) 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-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desired representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. / W.O against the instant tender.

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

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

As per Appendix-1 to Section 4 Part A.

33. NEAR-RELATIONSHIP CERTIFICATE

- 33.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 33.2. The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- 33.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

34. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness

of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the purchaser will take action as deemed fit.

35. The supplier has to indemnify BSNL against loss of input tax credit to BSNL on account of blacklisting of supplier during tenure of contract.
36. This concurrence is subject to budget allotment by BSNL Corporate Office for the purpose.

Appendix-1 to Section 4 Part A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD or PBG.	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.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	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.
	c) detection of default at any stage from receipt of bids till award of AWO/ issue of WO.	
	Note 1:- However, in this case the performance guarantee if alright will be forfeited.	
	Note 2:- Payment for already received completed work will not be made as per terms & conditions of WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of AWO	i) Rejection of Bid & ii) Forfeiture of EMD. iii) 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
	(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. iv) 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) 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) 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
	(iv) If detection of default after issue of WO	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) 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
	Note 3:- However, settle bills for the services received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following : a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors. b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Forfeiture of EMD.
4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	i) Termination of WO. ii) Under take work in accordance with Clause 8 Section 5 Part A at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Under take work in accordance with Clause 8 Section 5 Part A at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ Clause 15 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.
	(a) for amount already paid by BSNL .	
	c) for amount higher than that approved by BSNL for that service.	
	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.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received. iii) Under take work in accordance Clause 8 Section 5 Part A at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with Clause 8 Section 5 Part A at the risk of defaulting bidder iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
10 con-td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	

(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.	
Note 8:- In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.	
Note 9: Banning of Business dealing order shall have effect on the existing/ ongoing works which will cease to continue the work and cease the settlement of Bills.	

* Note Refer F. No. CA/MMT/I 0-12t2019tpt-1 Dated 05.02.2020 Issued by BSNL.

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. Instructions to Bidders

- I. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must carry out due diligence to propose a comprehensive solution meeting all project requirements.
- II. All information supplied by Bidders must be treated as contractually binding on the Bidders, on successful award of the assignment by BSNL based on the terms and conditions of this tender.
- III. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of BSNL. Any notification of preferred bidder status by BSNL shall not give rise to any enforceable rights by the Bidder. BSNL may cancel this tender at any time prior to signing a formal contract.
- IV. This tender supersedes and replaces any previous public documentation & communications made by BSNL related to this project, and Bidders should place no reliance on such communications.

1.1 Eligible Bidders

Refer SECTION – 1 PART A Clause 4

1.2 Eligibility criteria

Since the requirements of BSNL are unique, it intends to consider only those bidders who have the capability and competency, in terms of understanding and experience of working with government, technical strengths and financial stability to design, develop and implement the program. Therefore, the bidder must meet the following Eligibility criteria:

(A) Technical Eligibility criteria:

Sl No	Criteria	Document to be submitted
1.	Refer Section 1 Part A, Clause 4.1 – I and III	<p>Documents to be submitted:</p> <ol style="list-style-type: none"> 1. “Proprietorship: Notarized copy of affidavit declaring itself to be a sole proprietorship and also providing the year of formation. 2. Partnership Firm: Notarised Partnership deed, including the earliest and the latest deed and Power of Attorney on a non-judicial stamp paper of Rs 100/-, in favour of individual signing the tender, issued by all the members of the Partnership firm. 3. Company: Copy of Certificate of Incorporation (CoI) under the Companies Act issued by Registrar of Companies countersigned by authorized signatory of the Bidder, the Memorandum of Association (MOA) and Articles of Association (AOA) of the Company. The POA should be issued by the competent authority, under his/her stamp and signatures to the authorized signatory on a non-judicial stamp paper of Rs 100, duly notarized. (Annexure 4) The resolution of the Board of Directors MUST be submitted to show that the authority issuing the POA was competent to do so at the time of issue. 4. Limited Liability Partnership: If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender: (i) A copy of LLP Agreement (ii) A copy of Certificate of Incorporation (iii) A copy of Power of Attorney on a nonjudicial stamp paper of Rs 100, duly issued by the LLP in favor of the individual to sign the tender on behalf of the LLP and create liability against the LLP.” 5. Registered Society: Self attested or Digitally Signed copy of Certificate of Registration, Deed of formation, Byelaws of the Society, Power of Attorney on a nonjudicial stamp paper of Rs 100, in favour of the signatory of the tender, to be issued by the

		person authorised to issue to POA as per the by-laws of the Society.”
2.	Refer Section 1 Part A, Clause 4.1 – VIII	<ul style="list-style-type: none"> • Copy of PAN card of the bidder countersigned by authorized signatory of the Bidder and EPF/ESIC registration certificate.
3.	Refer Section 1 Part A, Clause 4.1 – IX	<ul style="list-style-type: none"> • Copy of the GSTIN registration certificate countersigned by authorized signatory of the Bidder. • Copy of GST return of last quarter
4.	Refer Section 4 Part A, Clause 14.3	<ul style="list-style-type: none"> • The POA should be issued by the competent authority, under his/her stamp and signatures to the authorized signatory on a non judicial stamp paper of Rs 100/-, duly notarized. (Annexure 4) • “If the bidder is a Company, the resolution of the Board of Directors MUST be submitted to show that the authority issuing the POA was competent to do so at the time of issue. “
5.	Refer Section 1 Part A, Clause 4.2 – I	<ul style="list-style-type: none"> • Certificate from the authorized HR person of the Bidder as per the Format given in Annexure-1 of this tender document.
6.	Refer Section 1 Part A, Clause 4.1 – X	<ul style="list-style-type: none"> • A self-declaration letter signed by the authorized signatory of the Bidder as per the Format provided in Annexure-2 of this tender document. (Ineligibility/banned/blacklisted/debarred)
7.	Refer Section 1 Part A, Clause 4.2 II	<ul style="list-style-type: none"> • Copy of Work order / contract AND • Certificate from Client regarding completion/ ongoing service contract confirming satisfactory performance.

Note : Work experience certificate from private individual shall not be accepted. Certificate from public listed company/ private company/ trust having annual turnover of INR 500 crores and above in any of the last three previous financial years subject to the same being issued from their head office by a person of the company duly enclosing his authorization by the management for issuing such credentials.

(B) Financial Eligibility Criteria

The bidders will be qualified only if they have minimum financial capabilities refer Section 1 Part A, Clause 4.3 –I and II

2. Selection criteria

- I. This tender consists of bidding under “Two Packet System” consisting of Technical Bid & Financial Bid.
- II. In addition to meeting the technical & financial eligibility criteria mentioned at Para 1 of “Special Conditions of Contract” of this tender document, the bidder shall be required to score a minimum Technical score (ST) of 70 (seventy) failing which the bid will not be considered for commercial bid evaluation and the bid will be rejected.
- III. Each Technical Bid, that complies with technical and financial eligibility criteria, will be assigned a Technical Score (ST) out of a maximum of 100 points as per the evaluation criteria mentioned under Para 3 of “Special Conditions of Contract” of this tender document.
- IV. The Bidder shall be selected on the basis of Quality cum Cost based Selection (QCBS) Method, whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%.
- V. The lowest financial proposal (FM) will be given a Financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:
$$SF = 100 \times FM/F \text{ (F = amount of Financial Proposal of the applicant)}$$
- VI. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up. Proposals will be given a rank according to their Combined Score (S1) calculated from technical (ST) and financial (SF) scores as follows:
$$S1 = ST \times 0.70 + SF \times 0.30$$
- VII. The successful bidder (First Ranked Bidder), with highest Combined Score (S1) will be issued Letter of Acceptance (LOA)/Letter of Intent(LOI) /APO / PO / WO, by email and/or by post, for the acceptance of its Bid.
- VIII. Upon acceptance of the Letter of Intent (LOI)/APO by the successful bidder in stipulated time, the successful bidder will be asked to submit the Performance bank Guarantee and sign the Draft Agreement.
- IX. Subsequently Purchase Order will be issued.

3. Technical Bid Evaluation Criteria :

Sl No	Evaluation Criteria	Documents to be submitted	Max. Marks	Scoring criteria	Marks to be awarded
1.	No. of years the bidder has been in the field of Capacity Building/ Change Management/ soft Skill Training/ Organizational Transformation/Mindset Change cum Customer Centricity, using IT platforms.	Certificate of Registration of Legal Entity	10 Marks	More than 5 years but less than or equal to 10 years	5
				More than 10 years	10
2.	Qualification of the Overall Project Team Lead	CV, as per Annexure 3 of the Tender document	10 Marks	If qualification is same or more than mentioned in Table 'A' of Section 4 Part B of the Tender Document, as specified for overall Project Team Lead	10
3.	Value (in INR) of Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity project using IT	Copy of Work Order/contract AND client letter for satisfactory completion of project	20 Marks	1 project of Rs 3 Crores or less	10
				1 project of value more than Rs 3 crores but less than or	15

	platforms executed in Central Government/ State Government/ Public Listed Companies/Private company/ Trusts/ PSU/ Other Govt Institutions. Projects costing \geq INR 14 Lakh would only be considered.			equal to Rs 5 crores	
				1 project of value more than Rs 5 crores.	20
4.	No. of completed projects on Capacity Building/ Change Management/Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity using IT platforms for a Government or public sector organization/Public listed company/Private company/Trust for atleast 20,000 staff.	Copy of Work Order/contract AND client letter for satisfactory completion of project	20 Marks	Training at least 20,000 staff in a single project	20
				Training an aggregate of at least 20,000 staff in 2 projects	15
				Training of an aggregate of at least 20,000 staff in 3 or more projects	10
5.	#Proposed Approach, Methodology & Work plan to be submitted with the bid in the form of a document or power point presentation covering the following: (a) Project appreciation and understanding (b) Project approach and methodology (c) Duties and responsibilities of the	Relevant documentation as submitted with the bid	20 Marks (Total) Break-up 5Marks 5 Marks 5 Marks	For each of the sub-items. Poor-1 Average-2 Good-3 V. Good-4	Sum of the marks awarded for each sub-item

	Team Leader and other key personnel (d) Work plan and manning schedule A power point presentation (Not more than 20 slides) should be prepared by bidders in this regard addressing all the above referred points to present before the technical evaluation committee.		5 Marks	Excellent-5	
6.	Average financial turnover in the last three and the current Financial Year till Q3 of FY 2021-22	Audited balance sheets of the last three previous financial years and the current financial year certified by the CA.*	20 Marks	More than INR 08 Crore	20
				More than INR 04 Crore but less than or equal to INR 08 Crore	15
				More than INR 2 Crore but less than or equal to INR 04 Crore.	10
				Less than or equal to INR 02 Crore only.	5
	Total		100		

Note:

1. Works done for Central Government/ State Government/ Public Listed Companies/Private company/ Trusts/ PSU/ Other Government Institutions shall be accepted.
2. Copy of work orders/contract/Work experience certificates/client letters for satisfactory completion of work shall be accepted from only those Public Listed company/Private company/ Trusts whose annual turnover is Rs 500 crores or more in any of the last four financial years, subject to the same being issued by their Head office by a person of the company duly enclosing his authorization by the management for issuing such credentials.
3. * To prove the requisite financial turnover, the tenderer can also submit attested Certificate from the concerned department / client. Client certificate should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

4. Identification and designation of a core team of personnel for the entire duration of the project

1. The core team personnel shall mean those resources having authority and responsibility for planning, directing and controlling the activities related to design, development, implementation, operating and managing various functionalities of Customer / Citizen Centricity Program.
2. No Core team member or Key Personnel shall be changed without the prior written consent of BSNL unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc. In the event of such unavoidable circumstances, the outgoing personnel will be replaced by the bidder with a personnel of same or better profile.
3. In case BSNL requests that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
4. The bidder shall ensure to deploy “the right mix and required number of resources” that will be required to “deliver as per the timelines & Scope of work “as defined in this tender. However, the bidder must provide mandatorily, for a core team of personnel wherein each core team member shall have a clearly demarcated role in the project.
 - (a). In addition to the Core Team, the successful bidder shall provide trainers for training of nominated BSNL staff as Master Trainers. The trainers, to be provided by the successful bidder, must hold MBA degree/diploma in Business Administration and should have at least 10 years of experience in teaching in the line of Capacity Building/ Change Management/

Soft Skill Training/Organizational Transformation/ Mindset Change cum Customer Centricity. Sufficient number of trainers should be provided for training of at least two batches of 25 master trainees each at two training locations i.e. ALTTC Ghaziabad and BRBRAITT Jabalpur to receive training over 30 days. Each batch will receive training for 5 days. Separate specialist should be deployed to deliver training of specialized course modules. The successful bidder shall deploy one dedicated person in each of the 9 training centres of BSNL for assisting the Master Trainers in training of Field Staff. The qualification of these dedicated persons stationed at training centers shall be same as those of the trainers who would train the Master Trainers.

(b). “The successful bidder shall submit CVs of the trainers assigned for training of Master Trainers and Field Staff, as per Annexure 3, to BSNL before the commencement of the training.”

The minimum constitution of the core team, along with the required minimum qualification and experience of each core team member is given below in Table “A”. The mandatory list of core roles required for the project and their minimum deployment is given in below Table “A”.

Table “A”

Sl No	Role	Brief Responsibility	Minimum Qualification & Experience
1.	Project Director at the level of Partner/ Director	Guide and advise BSNL about the progress of the project, potential bottlenecks and of ways to address them	<ul style="list-style-type: none"> ❖ Post Graduate/Masters’ degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or other relevant discipline. ❖ 25+ Years of Total experience in consulting/ advisory assignments ❖ 10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ Skill Development, Capacity Building/ Change Management ❖ Involved in at least three mindset change and capacity building projects

2.	Project Manager cum Client Engagement Lead	<ul style="list-style-type: none"> ❖ Oversee and supervise the tasks carried out by the team ❖ Coordinate with BSNL Officials/ other stakeholders to ensure the activities are undertaken as planned ❖ Intervention Design - Prepare detailed implementation roadmap and update it as required ❖ Project Planning & Resourcing - Guide and advise BSNL about the progress of the project, potential bottlenecks and of ways to address them ❖ Contract Management - Ensure that all activities are aligned to relevant guidelines and are executed as per the timelines agreed 	<ul style="list-style-type: none"> ❖ Post Graduate/Masters' degree/ diploma in Business Administration, Public Policy, Economics, Education, social work or other relevant discipline. ❖ 25+ Years of Total experience in consulting/ advisory assignments ❖ 10+ years of relevant experience in managing and coordinating projects related to Mindset Change/ Skill Development, Capacity Building/ Change Management ❖ Experience as Project/Program Manager in at least three Capacity Building/Change Management projects
3.	Mindset and behavior change expert	<ul style="list-style-type: none"> ❖ Ensure that the mindset behavior challenges associated with Citizen Centricity well understood and appropriate solution development 	<ul style="list-style-type: none"> ❖ Doctorates in social sciences (preferred), 10+ years of work experience and involved in at least three mindset/ behavior change projects

4.	Learning and Content Lead	<ul style="list-style-type: none"> ❖ Shall be responsible for leading the Learning solutions and Content design ❖ Some of the deliverables that would be the responsibility of Learning and Content Lead are <ul style="list-style-type: none"> ➤ Learning Architecture ➤ Program Design ➤ Class Engagement Toolkits ➤ Media Products ➤ Digital Learning Products ➤ Rapid Prototyping 	<ul style="list-style-type: none"> ❖ 15+ Years of Total experience in consulting/ advisory assignments as part of Learning and content ❖ “10+ years of relevant experience as Learning and Content Lead in Mindset Change/ Skill Development, Capacity Building/ Change Management.” ❖ Experience as Lead Learning and Content Design in at least three Capacity Building/Mindset Change projects.
5.	Technology & Analytics Enablement Lead	<p>The responsibilities would include:</p> <ul style="list-style-type: none"> ❖ Intervention Analytics ❖ Audits ❖ Digital Tools ❖ User Engagement Design ❖ Technology Design & Architecture ❖ Prototyping & Testing ❖ Ongoing Support 	<ul style="list-style-type: none"> ❖ B.E. / B. Tech in any discipline ❖ 10+ Years of Total experience in Technology Design & Architecture, Deployment and Testing ❖ 5+ years of relevant experience in analytics/business intelligence role ❖ Experience as Technology & Analytics Enablement Lead in at least three technology driven interventions

5. The bidder must furnish the undertaking on Personnel, as per Annexure 9 of this tender document.

6. The bidder must furnish the CVs of the core team members as per format given in Annexure 3.

7. Availability of the tender Documents

- I. Tender document can be downloaded from <https://etenders.gov.in/eprocure/app> or www.bsnl.co.in or www.brbraitt.bsnl.co.in The bidder must be registered on “https://etenders.gov.in” to participate in the tender.
- II. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the tender documents. Failure to furnish all information required as mentioned in the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.

8. Conditions under which this tender is issued

- i This tender is not an offer and is issued with no commitment. BSNL reserves the right to withdraw the tender and change or vary any part thereof at any stage. BSNL also reserves the right to disqualify any bidder should it be so necessary at any stage.
- ii Timing and sequence of events resulting from this tender shall ultimately be determined by BSNL.
- iii No oral conversations or agreements with any official, agent, or employee of BSNL shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of BSNL shall not be valid. Oral communications by BSNL to bidders shall not be considered binding on BSNL.

9. Compliant Proposals / Completeness of Response

- I. Bidders are advised to thoroughly go through the tender. It is assumed that bidder has done the due diligence and examination of the tender document with full understanding of its implications, prior to submission of the bid.
- II. Failure to comply with the requirements of this tender may render the Proposal non-responsive.
- III. Bidders must ensure that all the required documentation is submitted with bid and all information should be submitted as per formats provided in this tender.

IV. Non responsive bids are liable to get rejected.

10. Site Visit and Collecting Local Information

Before the submission of the bid, the bidder is advised to visit the respective BSNL Office location(s), its surroundings to assess and satisfy themselves about the local conditions and to gather any other relevant information as required by them to submit the comprehensive proposal. Bidders are encouraged to visit the premises of the BSNL Office(s) after seeking prior appointment from the relevant competent authority. The bidder may obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect its Bid price. Bidders shall be deemed to have considered site conditions whether they have inspected it or not and to have satisfied themselves in all respect before quoting their rates, and no claim or extra charges whatsoever in this regard shall be entertained/payable by the BSNL at a later date. Bidder shall bear all the costs pertaining to the site visit and collecting local information.

11. BSNLs Right to Terminate the Process

BSNL may terminate the whole bidding process at any time and without assigning any reason.

12. Amendment to tender / Acceptance of Part or Whole Bid - Rights there of

At any time before the deadline for submission of bids, BSNL, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the specifications/ requirements/ quantity/ tenure mentioned in this tender document by an amendment. All the amendments made in the document would be uploaded on <https://etenders.gov.in/eprocure/apporwww.bsnl.co.inor> www.brbraitt.bsnl.co.in and will form part of tender for purpose of bid evaluation. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the last date for the receipts of bids by a reasonable period. BSNL also reserves the right to accept or reject wholly or partly, bid offer without assigning any reason whatsoever. No correspondence in this regard shall be entertained. BSNL also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

13. Section 4 Part B,

The bidder must submit (as per Annexure 4) a statement confirming the authority of the authorized representative(s) of the bidder and a notarized power of attorney to act in all matters concerning the delivery of the Project.

14. Authorized Signatory

It is required that an authorized representative of the bidder shall digitally sign the original submission letters/ forms in the required format for the Technical and Commercial bids. The original copies of documents, whenever demanded, must be signed and stamped by the authorised representative.

15. Bidder clarifications

I. The Bidders should ensure that their queries regarding tender document should reach to DGM (TM)BRBRAITT, Jabalpur by email (dgmtm_brbraitt@bsnl.co.in, or dgmtm.brbraitt@gmail.com) on or before 02/03/2022 15:00 hours.

II. No queries will be accepted after this deadline.

III. BSNL reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion they consider that it would be inappropriate to do so or do not find any merit in it.

IV. The queries must be submitted as per the following format:

BIDDER'S REQUEST FOR CLARIFICATION / PRE-BID QUERIES

Name of the Person:			
Organization Name:			
Telephone:			
Email:			
Sl No	Tender Document Reference(s) (section number/page)	Content of tender document requiring Clarification	Points of clarification Required
1.			
2.			

V. No pre-bid queries will be entertained if the queries are not provided in the above format.

VI. Any requests for clarifications post the indicated date and time may not be entertained by BSNL.

VII. At any time prior to the last date for receipt of bids, BSNL may, for any reason, modify the Tender Document by a corrigendum. Appropriate time would be provided to all the bidder to submit their bids after the issuance of corrigendum.

VIII. The clarifications to the queries will be issued to all the bidders over the e-mail.

- 1 The Proposal must be supplemented by a Power-of-Attorney in the name of the authorized signatory of the Proposal, in a letter-head of the firm/ organization, duly signed & stamped by the competent authority along with the board resolution statement appointing the competent authority.
- 2 The Technical bid must not contain any pricing information otherwise the bid will be rejected forthwith. The Technical bid must be direct, concise and complete. Any information which is not related to this tender should not be included in the bid. Bid will be evaluated based upon its clarity and directness of its response to the requirements of this project as outlined in this tender document.
- 3 The currency of the Financial bid shall be in Indian National Rupee (INR) only. Financial Bid in any currency other than INR will be treated as non-responsive and hence will be rejected. The bidder as part of the Financial bid should account for all the expenses including all permits, approvals, travel cost and licenses etc.

SECTION- 4 PART C

E-TENDERING INSTRUCTIONS TO BIDDERS

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

General

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

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

Instructions

1. Tender Bidding Methodology

Scaled Bid System – 'Single Stage – TWO Envelope'

2. Broad outline of activities from Bidders prospective

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

name of file. Only underscores are allowed. The illustrative examples are given below:-

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

- c) It is advised that **all the documents to be submitted (See clause 5 of Section VI) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.** BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of each document (Preferably below 5 MB) may be checked.

7. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL :
Opening of Techno-commercial Part
8. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.
9. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL:
Opening of Financial-Part (Only for Technical Responsive Bidders)
10. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.

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

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, **it is necessary for each user/contractor to have a Digital Certificate (DC).** Also referred to as Digital Signature Certificate (DSC), of Class 2 or

above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

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

To use the Electronic Tender[®] e tender portal (<https://etenders.gov.in/eprocure/app>) or through the website www.bsnl.co.in portal name vendor needs to register on the e tender 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/e tender portal, and click on the 'Register Me' tab on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact the company providing e-tender. Helpdesk (as given below), to get your registration accepted/activated.

Helpdesk	
Telephone	0120-4200462 0120-6277787
E-mail ID	Technical - support-eproc@nic.in Policy Related - cphp-doe@nic.in

BSNL Contact-1	
BSNL's Contact Person	SmtSonuGurnani
Telephone/ Mobile	Tel: 0761-2601658/ 9425801016 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	sonugurnani@bsnl.co.in

BSNL Contact-2	
BSNL's Contact Person	K.K. Chourasia
Telephone/ Mobile	Tel: 0761-2605150/9425800790 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	kkchourasia1975@bsnl.co.in

5. Method for submission of bid documents

In this tender the bidder has to participate in e-tender online.

5.1. Offline submission

The bidder shall submit the following documents offline to to AGM (MM) Room No. 008, Admin Building, BRBRAITT, Ridge Road, Jabalpur-482001 on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security in Original i.e. DD/Banker Cheque/Bank Guarantee /proof of payment if paid through NEFT/RTGS
2. DD/ Bankers cheque against payment of tender fee /proof of payment if paid through NEFT/RTGS .
3. Power of attorney in accordance with clause available in tender.
4. MSE registration certificate if the bidder is claiming concession for Bid cost and Bid security.
5. Pass Phrase to open the tender document, if applicable.

5.2 Online submission.

Contents of first Envelope, i.e. Techno Commercial Envelope (Qualifying Bid)
A. Scanned Copy of Demand Draft /Bankers Cheque/Proof of payment if paid through NEFT/RTGS of requisite value for the cost of tender document in token of purchase of tender document as per NIT.
B. Scanned Copy of Demand Draft/ Bankers Cheque/BG/Proof of payment if paid through NEFT/RTGS of requisite value for the Bid Security/EMD as per NIT.
C. Scanned copy of Latest and valid MSE Certificate duly issued by NSIC/MSE(if applicable).

D. Scanned copy of PAN Card
E. Scanned copy of the EPF Registration Certificate.
F. Scanned copy of the ESI Registration Certificate.
G. Scanned copy of the GSTIN Registration Certificate.
H. Scanned copy of Solvency certificate from the banker of the tenderer- For works costing up to Rs. 20 lakhs-solvency certificate should be of Rs. 5 lakhs; For works costing more than 20 lakhs– solvency certificate should be of Rs. 10 lakhs. The solvency certificate shall not be older than the date of issue of NIT.
I. Scanned copy of the Experience Certificate(s).
J. Scanned copy of Documents in support of registration of the Company/Firm/Proprietorship: <ul style="list-style-type: none"> ➤ The registration of the firm, authenticated copy of partnership deed in cases of partnership firm. ➤ Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company. ➤ Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.
K. Scanned copy of Registered Power of Attorney (if applicable).
L.Original Tender document duly signed/digitally signed on all pages.
M.Tenderers /Bidder's Profile duly filled.
N.Scanned copy of Near relative certificate(s).
O..Valid GST registration certificate or mention as unregistered dealer and a self-declaration along with the evidence that the bidder is not black listed by GST authorities.
P- Scanned copy of duly filled and signed Bid Form.
Q-Scanned copy of Duly completed declaration about Genuineness of Documents Certificates
Contents of second envelope i.e. Financial Envelope
Schedule for Quoting the Rates
For more details refer check list (Annexure-16)

Note:

- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause _____ is not applicable on us.
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

6. Price Schedule /Schedule of Quoting Rates

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

1. Down load Price Schedule / Schedule of Quoting Rates.
2. Fill rates in down loaded Price Schedule / Schedule of Quoting Rates
3. Save filled copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

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

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

Important

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

Note: The special instructions to contractors/Bidders for e-submission of bids online through <https://etenders.gov.in/eprocure/app>) name which are mentioned below for ready reference-

1. Bidder should do the registration in the tender site <https://etenders.gov.in/eprocure/app>) name using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority (NICCA)/MTNL/SIFY/TCS / nCode/eMudhra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can upload well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
11. The **Tender Approving Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

12. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
13. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
14. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
15. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
16. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (**as per Server System Clock**).
17. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**

7. Key Instructions for Bidders

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on E-TENDER PORTAL.
2. Register your organization on E-TENDER PORTAL well in advance of your first tender submission deadline on E- TENDER PORTAL.
3. Get your organization's concerned executives trained on E- TENDER PORTAL using online training module well in advance of your tender submission deadline on E-TENDER PORTAL.
4. Submit your bids well in advance of tender submission deadline on E- TENDER PORTAL. as there could be last minute problems due to internet timeout, breakdown, etc.

(BSNL should not be responsible for any problem arising out of internet connectivity issues).

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

8. Minimum Requirements at Bidders end

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

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of services for “DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER / CITIZEN CENTRICITY PROGRAM FOR BHARAT SANCHAR NIGAM LIMITED.

2. PERFORMANCE GUARANTEE / PERFORMANCE SECURITY

- a) The bidder (including MSEs/NSIC who are registered with the designated MSE bodies, like National Small Scale Industries Corporation etc.) shall furnish performance guarantee to the purchaser for an amount equal to 3% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the purchaser.
- b) The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled Bank, valid for 30 months, in the Proforma provided in 'Annexure -7 of this Bid Document.
- d) The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.
- e) No interest will be paid to the contractor on the security deposit.
- f) In case it is found that a bidder has submitted a fake/ forged bank instrument towards performance security deposit (say PBG), then, actions as per clause 1 (a) of Appendix -1 to Section 4 Part-A shall be applicable.

3. The payment to vendor will be made by BSNL subjected to availability of fund.

4. SCHEDULE OF SUBMISSION OF BILLS:-

The firm shall submit bills as per payment milestones for the contracted period to DGM (TM) BRBRAITT JABALPUR for the actual work done,

and the bills will be processed thereafter.

Payments:-

- a. Payments will be made through RTGS (Real time Gross Settlement) or NEFT (National Electronic Fund Transfer) as the case maybe.
- b. Payment will be made to TCP subjected to availability of fund provided by Corporate office New Delhi at Circle and SSA.
- c. Mandate willing to receive e-payments signed by authorised signatory of vendor shall be submitted by the vendor containing following information at the time of signing of Agreement/Contract.
 - i. Account beneficiary's name.
 - ii. Account type.
 - iii. Account number.
 - iv. Name of the bank.
 - v. Bank Branch's NEFT code.
 - vi. IFSC code in case of Transfer through RTGS.

All the above particulars which form the essential element of this mandate may be duly verified by Banker of the TCP.

- d. Payment to TCP will be made by BSNL subjected to availability of fund.
4. Bidder shall also comply with following guidelines:-
1. Invoice (e-invoice, if applicable) including GST clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes etc.
 2. Taxes on movement of goods (if any), other than GST.
 3. Proof of payment of GST, if applicable.
 4. Uploading necessary information on GSTN is mandatory.
 5. Following Notes to payment terms:

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

deducted from the payment due to the supplier.

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

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

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

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

6. The Supplier shall submit a mandate for receiving payment of Rs. 5 lakhs and above electronically. Charges, if any, levied by the bank for electronic fund transfer shall be borne by the Supplier. The Supplier is required to submit the following information for this purpose:
 - i. Name of the beneficiary's bank and branch.
 - ii. IFSC code of the beneficiary's branch.
 - iii. Account number of the beneficiary.
 - iv. Branch serial number (MICR No.)

5. DEDUCTIONS:-

In case the contractor fails to execute/ perform the assigned works or part thereof, BRBRAITT JABALPUR shall be authorized to make suitable deductions as deemed fit from the bills of the contractor and damages will be charged to the extent of loss. Suitable deductions shall be the price being paid

by BSNL for the service or part of service plus penalty as decided.

6. PRICES

Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in its Bid.

7. SUBCONTRACTS

The bidder shall notify the purchaser 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 supplier from any liability or obligation under the Contract.

8. DELAYS IN THE SUPPLIER'S PERFORMANCE

- a. Start of services and performance of the services shall be made by the bidder in accordance with the time schedule specified by the purchaser in its purchase order. In case the services are not started in the stipulated time period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied services at the risk and cost of the defaulting vendors.
- b. Delay by the bidder in the performance of its service obligations shall render the Supplier liable to any or all of the following sanctions:
 - (a) forfeiture of its performance guarantee,
 - (b) imposition of liquidated damages, and/or
 - (c) Short closure of the contract in part or full and/ or termination of the contract for default.

9. LIQUIDATED DAMAGES

- a) In case of any delay in the execution of the contract beyond the stipulated time schedule including any extension permitted in writing, BSNL reserves the right to recover from the Successful Bidder a sum equivalent to 0.5% of the value of the delayed deliverable of work for each week of delay and part thereof subject to a maximum of 12% of the value of the contract.

- b) Alternatively, BSNL reserves the right to get the services delivered from elsewhere at the sole risk and cost of Successful Bidder and recover all such extra costs incurred by BSNL in procuring the services from the resources available including encashment of PBG or any other sources etc. Alternatively, BSNL may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above by BSNL team (including any top up research that may be required)

Note: GST (if applicable) on account of liquidated damage would be borne by contractor.

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

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

- (a) Failure to deliver and/ or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) If the contractor persistently neglect to carry out his obligation under the contract and/or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;
- (e) Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

When the contractor has made himself liable for any of the cases aforesaid, the BSNL shall have the powers to terminate the contract as aforesaid and get the work done by employing another agency at the risk and cost of contractor.

11. FORCE MAJEURE

- a) 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.
- b) Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder 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 bidder may with the concurrence of the purchaser elect to retain.

12. EXTENSION OF CONTRACT

BSNL will also have the right to extend this contract on the same terms & conditions at one time or in spells of lesser time period up to a cumulative maximum period of **six months** or till an alternative arrangement is made

whichever is earlier. Extension for further **six months** on the same rates, terms and conditions will be mutually agreed upon.

13. TERMINATION FOR INSOLVENCY

BSNL may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of.

14. ARBITRATION

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

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

14.3 The number of the arbitrators and the appointing authority will be as under :

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5Lakhs to Rs.5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL(Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the

		3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.
--	--	--------------------------------------------------------------------------------------------

- 14.4 Neither party shall appoint its serving employee as arbitrator.
- 14.5 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party / arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise he shall proceed de novo.
- 14.6 Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be avoid
- 14.7 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 Crores.
- 14.8 **Fast Track Procedure –**
- 14.8.1 Notwithstanding anything contained in this ACT, the parties to an arbitration agreement, may, at any stage
- either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Sub Section (3).
- 14.8.2 The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track Procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- 14.8.3 The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Sub-section (1):-
- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;

- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

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

14.8.5 If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29A of Arbitration Act 1996 shall apply to the proceedings.

14.8.6 The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

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

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

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

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

shared equally by the parties. In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel / stay and the expenses incurred shall be shared equally by the parties.

14.8.9 The Arbitration proceeding shall be held at Jabalpur or Circle or SSA Headquarter (as the case may be).

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

15. SETOFF

Any sum of money due and payable to the bidder (including performance guarantee refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the purchaser.

16. COURT JURISDICTION

Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at **Jabalpur only**.

17. PATENT RIGHTS:

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the services / IT tools/ study material or any part thereof.

18. GENERAL GUIDELINES:

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

SECTION 5 PART B

Special(Commercial) Conditions of contract

1.Evaluation of Work

- a. From time to time during the progress of the work, all evaluations would be carried-out by the BSNL or their authorized representatives. Such evaluations shall be signed and dated by BSNL or their representatives in token of their acceptance.
- b. If the Firm objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.
- c. If for any reason, the representatives of bidder are not available and the work of evaluation is suspended by BSNL, BSNL shall not entertain any claim from the bidder or any loss or damages on this account.
- d. If the authorized representatives of the bidder do not remain present at the time of such evaluations despite the bidder has been given a notice in writing 3 (three) days in advance or the bidder fails to counter-sign or to record objection within a week from the date of the evaluation, then such evaluations recorded by BSNL or its Authorized representatives shall be deemed to be accepted by the bidder.
- e. The bidder, without extra charge, shall provide all assistance with every appliance, labour and other things necessary for evaluation of work.

2. Conflict in Specifications

In case of any conflict observed by the Firm in requirements/deliverables during the implementation

of the project, the Firm shall notify the same to BSNL. In this regard, decision of BSNL will be final and binding on the bidder.

3. Working Schedule

3.1. The resources to be deployed by the Firm for the Project can work off-site as well, depending

upon the resource deployment plan mutually agreed between the Firm and BSNL.

3.2. If working on-site, the schedule would be as follows:

- Weekday (Monday to Friday): 10:00 AM TO 5:30 PM (Permission for extended hours may be sought, if required).
- Weekend (Saturday and Sunday) or BSNL Holidays: 10:00 AM TO 5:30 PM with prior permission

4. Time Schedule and Progress

4.1. Firm shall mobilize and employ sufficient resources for completion of the project as per the required timelines. No additional payment will be made to the Firm for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by BSNL.

4.2. Firm shall adhere to the following Reporting and Monitoring mechanism:

Monitoring activity	Description	Activity Frequency
1. Project Review Meeting	<p>a. The review meeting shall be held between representatives from BSNL, and the Firm.</p> <p>b. The purpose of these meetings would be to review project progress vis-à-vis the work plan, identifying roadblocks and ensuring resolution of identified issues / challenges, if any.</p> <p>c. Further, they shall ensure completion of Project as per Scope of Work.</p>	Weekly, or as may be notified by BSNL
2. Project Review Report	a. The Firm would be required to report on the status of the various milestones, deliverables, activities	Weekly/ Monthly/ Quarterly, or as may be notified by BSNL

	etc. b. The report would be required to reflect on project progress vis-à-vis the work plan, any roadblocks being faced by the Firm, proposed actions for resolution of identified issues / challenges, dependencies on the Firm and BSNL, etc.	
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

4.3. In addition to Point 2 above, BSNL may request for any other Project related reports / information / data from the Firm. The Firm shall not unreasonably reject such request from BSNL.

Other Terms & Conditions

- a) Joint Venture bidders (JV bidders) and Consortiums are not allowed to participate in this tender.
- b) It is a service project and not simply a project involving supply of goods. Hence, basically the payment will be made only if services are rendered by the Firm as agreed upon.
- c) All the payments to the Firm will be made as per the Payment Schedule and Terms of Payment upon submission of invoices that are verified by BSNL along with the relevant sign-offs.
- d) In the event of the premature termination of the agreement post-commencement of the operations, the Firm would be eligible to be paid as per the payment terms for the completed milestones only.
- e) Payment request will be considered only after sign off given by BSNL.
- f) Other conditions of the tender will be as per latest version of “procurement manual

5. Time Period of the Project

The time allowed for carrying out the work will be fixed as per the timelines provided in Section 3 PART C of this tender document. No extension of time, beyond the stipulated time of the completion of the

work will be allowed, except with prior approval of BSNL, in writing. BSNL reserves the right to change the timeline as per prevailing conditions.

6. Payment Schedule and Milestones

The payment shall be made by BSNL against the invoice of the bidder as per the payment terms mentioned below:

Sl No	Milestone	Payment	Payment Criteria
1.	Submission of Customer and employees interaction study report	10% of quoted Total Contract Value	Acceptance from BSNL on the submitted Report
2.	Design and development of the Customer / Citizen Centricity Program	10% of quoted Total Contract Value	Acceptance from BSNL on the deployment of the Customer/ Citizen Centricity program
3.	Capacity transfer of teaching methodology to 100 master trainers of BSNL along with content and associated documents	10% of quoted Total Contract Value	Completion of the Train the Trainer programs for requisite number of BSNL officials who anchor the rollout into the organization.
4.	Enabling Rollout of training	30 % of quoted	50% of the total target audience complete the

	to 7400 employees of BSNL	Total Contract Value	program
5.	Enabling Rollout of training to 7400 employees of BSNL	20 % of quoted Total Contract Value	Balance 50% of the total target audience complete the program
6.	Support the Impact Assessment of the program	20% of quoted Total Contract Value	BSNL plans to deploy an independent agency/committee to conduct an impact assessment of the training. Document evidencing completion of the design and implementation of the impact assessment study in collaboration with the committee decided by BSNL.

SECTION-6

6 (A) 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 33 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

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

Signature of the tenderer

With date and seal

OR

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

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

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

SECTION 7

PROFORMA / Annexure

Annexure 1: Certified Statement on Manpower Capability

Annexure 2: Undertaking of not being Ineligible / banned / blacklisted / debarred

Annexure 3: Curriculum Vitae (CV) of Proposed Core Team Members

Annexure 4: Format for Power of Attorney

Annexure 5: Format for banking reference

Annexure 6: Format for Undertaking for Truthfulness/ Correctness of the documents

Annexure 7: Format for PBG

Annexure 8: Conflict of interest declaration

Annexure 9: Undertaking on personnel

Annexure10: Letter of Authorization for attending Bid Opening Event

Annexure 11: Undertaking on Subcontracting

Annexure 12:Proforma of agreement

Annexure 13: Clause by Clause Compliance

Annexure 14: Format for Self declaration regarding Local Content (LC) for Telecom Product, Services or Works.

Annexure 15:Certificate to be submitted by Bidders Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017.

Annexure 16: Checklist for Technical proposal

Certified Statement on Manpower Capability

(To be submitted on the Letter head of the bidder)

Dated:

To,

Dy. GM (TM)

BRBRAITT

Jabalpur

Subject: Statement on Manpower Capability

Sir/Madam,

This is to certify that the number of full-time employees having experience in Consultancy and related Services such as Capacity Building/ Change Management/ Skill Training/ Organisational Transformation/ Mindset Change cum Customer Centricity in <<Bidder's Name>> is minimum Twenty (20) as on 31.03.2022. Details are as under :

Sl No	Name	Qualification	Experience (in completed months)	Area of Expertise

For <Bidder's Name>

HR Signature (with Organization Stamp)

HR Name

Undertaking of not being Ineligible / banned / blacklisted / debarred

(To be submitted on the Letterhead of the Bidder)

Dated:

To,

Dy. GM (TM)

BRBRAITT

Jabalpur

Sub: Undertaking of not being Ineligible / banned / blacklisted / debarred

Sir/Madam,

I/We confirm that our company is not under a declaration of not ineligible / banned / blacklisted / debarred in any manner whatsoever by any State Government, Central Government or any other Public sector undertaking or a Corporation or any other autonomous organization of Central or State Government as on Bid submission date.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

Curriculum Vitae (CV) of Proposed Core Team Members

SI No.	Type of Information Required	Details Submitted			
1.	Name of the Person				
2.	Proposed Role in the Project				
3.	Academic Qualifications* (* Details to be provided for all the relevant degrees)	Degree	Year of Passing	Institution/ University	Specialization (If Any)
4.	Professional Certifications (if any)				
5.	Total Experience (Years)				
6.	Number of Years with the Current Employer				
7.	Summary of the Professional Experience				
8.	Employment record (Details to be provided for all the employers till date)	From - To	Employer	Position Held	
9.	Past Assignment Details (Details to be provided for all the Projects/Assignments till date)				
	Project name				
	Client Key project features in brief				
	Location				
	From-To (Duration)				
	Role				
	Responsibilities and activities				

POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY

(To be executed on non-judicial stamp paper of Rs 100/-. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory).

POWER OF ATTORNEY

Know all men by these present, we do hereby constitute, appoint and authorize Mr./Ms.

. . . . who is presently employed with us and holding the position of as our attorney, to do in our name

and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for

the work ofincluding signing and submission of all documents and providing information/ responses to BRBRAITT Jabalpur representing us in all matters, dealing with BSNL in all matters in connection with our Tender for the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this. day of 201...

Place:

(Signature.....,

Name& Designation in Block letters of

Person authorized to sign Power of Attorney

for and on behalf of the Applicant Tenderer)

Common Seal of Company

I accept.

(Signature of Authorized Signatory)

Name, Designation, mobile number and email of Authorised signatory

Witness:

Witness 1: Witness 2:

Name : Name :

Address : Address :

Occupation : Occupation :

Notes

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. The obligations to BSNL will not be affected by changes in the composition of the firm made subsequent to the opening of the tender / execution of the contract and / or grant of Revised Power of Attorney, if any, by the tenderer. However, changes in composition of the Firm and / or Revised POA should be promptly advised in writing to the Tender Issuing Authority / Contract Signing Authority as the case may be.

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded the above firm, we shall be willing to provide overdraft / credit facilities to the extent of..... to meet their working capital requirements for executing the above contract.

___Sd.____

Name of Bank:_____

Senior Bank Manager_____

Address of the Bank_____

Undertaking for Truthfulness/ Correctness of the DOCUMENTS
submitted/uploaded by the tenderer along with the tender

(The undertaking should be on a non judicial stamp paper of Rs 100/-)

I.....

(Name and designation)* appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s.....(hereinafter called the tenderer) for the purpose of the Tenderer documents for the work of.....

.....as per the tender No.of (BSNL), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under

1. I/We the tenderer (s) am/are signing this document after carefully reading the

2 I/We the tenderer(s) also accept all the conditions of the tender and have

3. I/We hereby declare that I/we have downloaded the tender documents from BSNL website www.brbraitt.bsnl.co.in I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract the master copy available with the BSNL Administration shall be final and binding upon me/us.

4. We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.

6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we understand that if the certificates regarding eligibility criteria submitted by are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of up to five year. Further,

I/we (insert name of the tenderer)**.....and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

SEAL AND SIGNATURE

OF THE TENDERER

Place

Dated:

**** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer**

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 GM,
BRBRAITT, Jabalpur (Hereafter referred to as BSNL) for participation in the tender of work of
..... vide tender no.

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

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

properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “Account Officer (Cash),BRBRAITT, BSNL” payable at Jabalpur.
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 General Manager , BRBRAITT, Jabalpur R/o
.....(hereafter referred to as BSNL) has issued an APO no. Dated
...../...../20..... awarding the work of to
M/s R/o
..... (hereafter referred to as “Bidder”)
and BSNL has asked him to submit a performance guarantee in favour of GM BRBRAITT, Jabalpur
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 "Account Officer (Cash), BRBRAITT, BSNL" payable at Jabalpur.
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

Undertaking on Conflict of Interest
(To be submitted on the Letterhead of the bidder)

Dated:

To,

DGM (TM),

BRBRAITT, Jabalpur

Sub: Undertaking on Conflict of Interest

Sir/Madam,

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with BSNL

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the Tender.

We undertake and agree to indemnify and hold BSNL harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by BSNL and/or its representatives, if any such conflict arises later.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

Undertaking on Personnel

(To be submitted on the Letterhead of the bidder)

Dated:

To,

DGM (TM), BRBRAITT Jabalpur

Sir / Madam,

Sub: Undertaking on Personnel

1. I/We do hereby undertake that those persons whose CVs have been submitted as part of technical proposal shall be deployed during the project as per our bid submitted in response to the tender.
2. I/We undertake that any of the above personnel shall not be removed or replaced without the prior written consent of the BSNL unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
3. Under exceptional circumstances, if the above personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by the BSNL. The BSNL will have the right to accept or reject these substitute profiles.
4. I/We also undertake to staff the project with competent team members in case any of the proposed team members leave the project either due to voluntary severance or disciplinary actions against them.
5. I/We acknowledge that the BSNL have the right to seek the replacement of any member of the project team being deployed by us, based on the assessment of BSNL that the person in question is either incompetent to carry out the tasks expected of him/her or does not really possess the skills /experience/qualifications as projected in his/her profile or found to breach the ethics.

6. In case I/We assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal:

Annexure 10

For Letter of Authorization for attending Bid Opening Event.

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

Subject: Authorization for attending Bid opening

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

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

.....

Signature of the Representative

.....

Name of the Representative

.....

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

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

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

Undertaking on Subcontracting

(To be submitted on the Letterhead of the bidder)

Dated:

To,

Dy. GM (TM)

BRBRAITT

Jabalpur

Ref. Tender No.....

Sub: Undertaking on Subcontracting

Sir/Madam,

I/We shall hereby declare that Sub-contracting will not dilute the responsibility and liability of the <Bidder Name> with respect to the milestones and deliverables of the Tender.

I/We understand that BSNL retain the right to request discontinuation of services of a sub-contractor and engage new sub-contractor at any time during the contract period if the BSNL think that there are sufficient valid reasons to do so.

I/We shall hereby declare that <Bidder Name> shall not change the Sub contractor during the duration of the entire project, unless requested by the BSNL in writing.

I/We undertake to take a prior approval from the BSNL in case of subcontracting the allowed activities and also in case of any change in the sub-contractor.

I/We undertake that under no circumstances, the sub-contractors shall not further subcontract the work.

The list of proposed Subcontractors by the <Bidder Name> is as below:

Sl No.	Sub-Contracting Domain	Nominated SubContractor Name	Registered Office Address	Sub-Contractor SPOC		
				Name	Email	Mobile

Yours Sincerely,

Name & Signature of authorized signatory:

Name of the Firm:

Full Address:

Company Seal

PROFORMA OF AGREEMENT

The successful tenderer shall have to execute the following agreement;

NIT No:

Dated:

APO / LOI No: Dated:

This agreement made on this _____ day of (month) _____
(year) _____ between M/s _____
_____ herein after called “The
Contractor” (which expression shall unless excluded by or repugnant to the context, include its
successors, heir, executors, administrative representative and assignee) of the one part & Chairman
& Managing Director, BSNL through **General Manager BRBRAITT Jabalpur** herein after
referred to as BSNL, of other part.

Where as the contractor has offered to enter into contract with the BSNL for the execution of
work of **DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER /**
CITIZEN CENTRICITY PROGRAM FOR BHARAT SANCHAR NIGAM LIMITED on the
terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed)
have been duly accepted and where as the necessary security deposits, as mentioned below, have
been furnished in accordance with the provisions of the tender document and whereas no interest
will be claimed on the security deposits.

PBG No: for Rs. Issued by: (Bank)

Now these presents witness and it is hereby agreed and declared by and between the parties to
these presents as follows.

1) The contractor (TCP) shall, during the period of this contract that is to say from.....

.....toor completion of work for
Rs. _____ (In words) _____ whichever is later
or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout,
, all works as described in tender documents (annexed to the agreement) at his own expenses, when
the Tender Issuing Authority or any other persons authorized by Tender Issuing Authority in that
behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule
is likely to change as per actual requirements as demanded by exigencies of service.

- 2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent / APO, approved rates, annexed hereto and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
- 3) The contractor shall also supply the requisite number of personnel with means & materials as well as tools (software and hardware), appliances, machines, implements, vehicles for transportation, etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines etc. stipulated in the tender document including any correspondence between the Contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present herein set their respective hands and seals the day and year in _____

Above written:

Signed sealed & Delivered by
The above named Contractor in
The presence of.

Witness: (Sign, Name & Mobile No.)

1.

2.

Signed & Delivered on behalf
of BSNL by the

Witness: (Sign, Name & Mobile No.)

1.

2.

CLAUSE BY CLAUSE COMPLIANCE

To

**The AGM (MM), BRBRAITT,
Jabalpur.**

Sub: Tender for “DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER / CITIZEN CENTRICITY PROGRAM FOR BHARAT SANCHAR NIGAM LIMITED”.

No.MM/8/20/2021-22

In compliance of clause 11.2(a) of Section-4, Part-A, we accept for clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, & B), and General (Commercial) Conditions & Special (Commercial) Conditions, (Section- 5 Part A, & B) and all other conditions of the tender document.

(To be signed by
Authorized
Signatory)

FORM-1

Format for Self declaration regarding Local Content (LC) for Telecom Product, Services or Works

Date:

.....S/o, D/o, W/o, Resident of
..... do hereby solemnly affirm and declare as under.

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No. dated

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued.
- iii. Telecom Product/Services/Works for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of LC claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works.
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificate from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of _____ (Name of Firm/Entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No. and date>

Certificate to be submitted by Bidders

(On Company's Letter Head)

Reference 1 : BSNL Tender Enquiry No.....issued on

Reference 2: Department of Expenditure Office Memorandums(OMs) No. 6/18/2019-PPD dated 23rd July 2020 and its Clarification dated 24/07/2020.

I, in capacity of authorized signatory of M/s.....(---Name of the company--) having Regd. office at.....being a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfil all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

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

Check List

SN	DOCUMENTS	Placed at SN	Submitted / Not Submitted (If Not Applicable, reason in brief)
1.	Cost of the tender document/EMD or A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid. The address mentioned in the Registration Certificate & MSE certificate must be the same. The enlistment certificate issued by MSE should be valid on the date of opening of tender.		
2.	Certificate of Incorporation of the Company		
3.	Memorandum of Association and Articles of Association of the company. 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.		
4.	PAN/EPF/ESIC Registration certificate		
5.	GSTIN		
6.	Power of Attorney as per Annexure 4		
7.	Certified statement on Manpower capability as per Annexure 1		
8.	Affidavit on Blacklisting as per Annexure 2		
9.	Client regarding completion/ ongoing service contract showing satisfactory performance towards fulfilment of Technical Eligibility criteria under Section 4 Part B of the tender document.		
10.	Audited balance sheet of the last three previous Financial Years (2018-19, 2019-20, 2020- 21) and		

	current financial year		
11.	Attested Certificate from the concerned department / client where audited balance sheet is not available to prove financial turnover. Client certificate should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.		
12.	Banking reference certified by chartered accountant with her stamp, signature and membership number as per Annexure 5		
13.	Certificate of Incorporation/ Certificate of Registration of the Company to show the number of years the bidder has been in the field of Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/Mindset Change cum Customer Centricity using IT platforms.		
14.	Copy of Work Order/contract AND client letter for satisfactory completion of project to show the value (in INR) of Capacity Building/ Change Management/ Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity project using IT platforms executed in Central Government/ State Government/ Public Listed Companies/Private company/ Trusts/ PSU/ Other Govt Institutions		
15.	Copy of Work Order/contract AND client letter for satisfactory completion of project to show number of completed projects on Capacity Building/ Change Management/Soft Skill Training/ Organizational Transformation/ Mindset Change cum Customer Centricity using IT platforms for a Government or public sector organization/Public listed company/Private company/Trust for atleast 20,000 staff.		
16.	Proposed Approach, Methodology & Work plan to be submitted with the bid in the form of a document or		

	power point presentation.		
17.	Where copy of Work Order/contract AND client letter for satisfactory completion of project is issued by a Public listed Company/ Private Company/ Trust having an annual financial turnover of Rs 500 crores or more in any of the last four financial years, the bidder should submit a suitable supporting document to clearly establish the same.		
18.	Annexure 6 on Correctness of documents		
19.	Annexure 8: Conflict of Interest declaration		
20.	Annexure 9: Undertaking on personnel		
21.	Annexure 3 : CVs of bidder's personnel		
22.	Section 6 A : For understanding the terms & condition of Tender & Spec. of work		
23.	Section 6 B : Near-Relationship Certificate:		
24.	Annexure 10 : Letter of Authorization for attending Bid Opening Event		
25.	Annexure 11: Undertaking on Subcontracting		
26.	Annexure 16: Checklist for Technical proposal (Bidders)		
27.	All Annexures as specified in Section 7		
28.	Scanned copy of Solvency certificate from the banker of the tenderer- For works costing up to Rs. 20 lakhs-solvency certificate should be of Rs. 5 lakhs; For works costing more than 20 lakhs– solvency certificate should be of Rs. 10 lakhs. The solvency certificate shall not be older than the date of issue of NIT.		

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

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 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 @ 3% 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-3 Part C.
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****DRAFT OF BOQ**

(This should be submitted electronically (online) in a separate financial envelop (BOQ)).

Tender for “**DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER / CITIZEN CENTRICITY PROGRAM FOR BHARAT SANCHAR NIGAM LIMITED**”

Sl. No.	Item Description	Total cost of the DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER / CITIZEN CENTRICITY PROGRAM FOR BHARAT SANCHAR NIGAM LIMITED (Including survey, training of 100 Master Trainers (offline), support for training of 7400 BSNL Frontline Staff, Assessment and work specified in Scope of work in section 3 Part A. (“Rate quoted should be inclusive of all expenses including out of pocket expenses, but excluding applicable taxes.”.)
1	2	3
1.01	“DESIGN, DEVELOPMENT AND IMPLEMENTATION OF CUSTOMER / CITIZEN CENTRICITY PROGRAM FOR BHARAT SANCHAR NIGAM LIMITED”	
Total in Figures		
Quoted Rate in Words		

(Do not Quote anything here, for this one financial bid cover (BOQ) is available separately. This is only draft of BOQ)

Payment will made to TCP on prorata basis as per payment schedule and milestone mentioned in Clause 6 of Section 5 Part B

Note: Quoted Rates shall be inclusive of all expenses including materials to be incurred by vendor for providing service as specified in the **Scope of work and Tech. Specification of Section-3 (Part -A & B)** of the tender document **excluding Goods and service Tax**, which shall be paid extra, as per Goods and Service Tax rules applicable from time to time.

BIDDERS SIGNATURE WITH OFFICIAL SEAL