

उप महाप्रबंधक(एमएम & आईटी)

का0 मुख्यमहाप्रबंधकदूरसंचार,आं.प्र. दूरसंचारपरमंडल,

तीसरा तल, बी.एस.एन.एल भवन, ववजयवाडा

Asst.General Manager (MM & IT)

O/o Chief General Manager Telecom, AP Telecom Circle,

3rd Floor, BSNL Bhavan, Vijayawada – 520004

Ph : 0866-2444066



भारत संचार निगम लिमिटेड

(भारत सरकार का उद्यम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

T.E. No: TA/CO VJ/CFA/MM/8121/SMPS PP TENDER-CM/2019-20/10 dated 17-02-2020

From:

AGM (MM)

3rd Floor, MM - IT Section,

BSNL Bhavan, Chuttugunta,

Vijayawada - 4.

To:

Sub: -Tender document for Procurement of 25A (7+1) Singlr Phase/ Indoor SMPS POWER PLANTS compatible with VRLA Batteries only, for the year 2019-20 for CM Vertical through E-procurement.

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

SL.NO.	SECTION	ITEM	PAGE NO.
1	SEC – 1 Part A	Detailed NIT	2-4
2	SEC- 1 Part B	NIT	5
3	SEC–2	Tender Information	6-7
4	SEC – 3 Part A	Scope of Work	8
5	SEC – 3 Part B	Technical Specifications /Requirements	8
6	SEC – 3 Part C	Schedule of Requirements (SOR)	9
7	SEC – 4 Part A	General Instructions to Bidders (GIB)	10-24
8	SEC – 4 Part B	Special Instructions to Bidders (SIB)	25-26
9	SEC – 4 Part C	E-Tendering Instructions to Bidders	27-29
10	SEC – 5 Part A	General Commercial Conditions of Contract	30-40
11	SEC – 5 Part B	Special Commercial Conditions of Contract	41
12	SEC – 5 Part C	General conditions of AMC	42-44
13	SEC – 6 Part A	Under Taking & Declaration	45
14	SEC – 6 Part B	Near Relationship Certificate	45
15	SEC–7	Proforma (s)	46-58
16	SEC–8	Bidder's Profile & Questionnaire	59-60
17	SEC – 9 Part A	Bid Form	61
18	SEC – 9 Part B	Price Schedule	62-64
19		AMC Price Schedule	65
20	SEC – 9 Part – B3	Details of Bill of Material (BoM)	66
21		Compliance Statement	67-69
22		Check List	70-71

If interested, kindly submit your offers to by means of online bids only for Electronic Tendering at the portal <https://apbsnl.etenders.in>. As detailed in 'Special Instructions to Bidders for E- Tendering' before 11:00 hours of 11-03-2020. Bid submission Fees (Non-refundable) payable to service provider through online payment of Rs.4,954/- (Rupees Four Thousand Nine Hundred and Fifty Four Only). This Bid Submission Fees is comprised of Service Fee @ 0.018% of Tender Estimated Value+Goods and Service Tax+Payment Gateway charges with GST.

For further details kindly visit our web site <https://apbsnl.etenders.in> & www.ap.bsnl.co.in or <https://eprocure.gov.in>

Asst.General Manager (MM)
O/o CGMT, BSNL, AP Circle,
Vijayawada.
Tel: (Off) 0866-2444367

**SECTION -1 : Part A
DETAILED NOTICE INVITING TENDER**

T.E. No: TA/CO VJ/CFA/MM/8121/SMPS PP TENDER-CM/2019-20/10 dated 17-02-2020

Digitally Sealed tenders on Rupee payment basis are invited through e-tendering process by the Chief General Manager, Telecom, BSNL, A.P Circle, BSNL Bhavan, Chuttugunta, Vijayawada-520004, from the eligible bidders for supply of following item.

S.No.	Description of SMPS Power Plant	Estimate Quantity Nos)	Bid Security / EMD (in Rs)	Tender Document Fee (in Rs)	Number of responsive bidders	Reservation Quantity for MSME/ITI	Specification Required
1	25A(7+1)/Single Phase/Indoor	137	Rs.4,36,200/-	Rs.2360/-	2	MSME=25% ITI=30%	No.:BSNL/Specification/SMP-001/01/Rev-1/ September:2015 (with latest amendments if any) available on BSNL QA website-www.qa.bsnl.co.in
	Total	137					

Note 1: The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of - 25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Note 2: 25 % of the Estimated Quantity/ requirement in this tender enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

Note 3: 30% of the Estimated Quantity/requirement in this tender is reserved for procurement from M/s ITI Limited. However, in case M/s ITI Limited is not willing to supply any tender item, then that quantity would be de-reserved & procured from participating bidders.

Note 4: Eligible bidders can participate in any/ all capacities of power plants and EMD/ Bid security should be deposited for the group of capacities participating in the tender.

2: Purchase of Tender Document: Tender document can be obtained by downloading from the website <https://apbsnl.etenders.in> or www.ap.bsnl.co.in and <https://eprocure.gov.in>

2.1: The bidders downloading the tender document are required to submit the tender fee amount Rs.2360/- (Rs.2000+360) including GST through DD/ Banker's cheque in physical form .The scanned copy of the same should be uploaded online failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO(Cash) % CGM Telecom, BSNL, AP, Vijayawada" and payable at Vijayawada.

2.2: The tender document fee is exempted from M/s. ITI limited and MSE bidders on production of requisite proof in respect of valid certification from MSE for the tendered item. All the scanned relevant documents for the same need to be uploaded online.

3. Availability of Tender Document: The tender document shall be downloaded from <https://apbsnl.etenders.in>, www.ap.bsnl.co.in and <https://eprocure.gov.in> and shall be available for downloading from 18-02-2020 onwards up to 10-55 Hrs of 11-03-2020.

Physical copy of the tender document would not be available for sale.

Note 3: The Tender document shall not be available for download after 10.55 Hrs 11-03-2020 on its closing date.

4: Eligibility Criteria: The bidder should

(a) Be Indian or Foreign Companies registered to manufacture the tendered items in India or Agents of foreign manufacturers duly authorized by the manufacturer to submit the bid on their behalf or Indian companies duly authorized by a foreign manufacturer to bid for their items and having a memorandum of understanding (MOU) with the manufacturer for maintenance support of the items during lifespan of the items, having obtained clearance from Reserve Bank of India wherever applicable

(b) Have obtained valid Type Approval Certificate/Technical Specification Evaluation Certificate (TSEC) from QA BSNL, for each of the tendered item as per the technical specification mentioned as on the date of opening. Or obtained Form QF 103 (Proof of having applied for TSEC) for as per the technical specification mentioned as on the date of opening.

(c) The bidder's who have applied for TSEC are also eligible and should submit QF-103 as a proof of having applied for TSEC Should submit the copies of Valid ED Registration Certificate, CST certificate, VAT Certificate and PAN.

(d) Submit Proof of successful execution of Educational/commercial orders of DOT New Delhi / CGMTS Kolkata/CMDs of MTNL/CGMs of Telecom Circles for each of the tendered item Inspection certificate by QA is not applicable if QF 103 is submitted but the firm has to submit proof of successful execution of orders from any other telecom service providers during the last three years, each year the order value should be more or equal to 2 Cr for each capacity.

(e) Should submit the copies of Valid PAN, No., Valid Goods Service Tax, GSTIN registration certificate No. or mentioned as unregistered dealer.

(f) A self-declaration along with the evidence that the bidder is not block listed by GST authorities.

(g) In the case the supplier gets black-listed during the tenure of BSNL Contract, then adequate indemnity clause as per clause 19 of Section -5 Part A will applicable to ensure that no loss of Input Tax Credit is borne by BSNL due to a default of supplier.

(h) In case of multiple GST numbers, all the numbers should be provided in Annexure.

(i) MSME Bidder – Exemption: (As per Letter No. CA/MMT/10-10/2017 DT 24.05.2018, of Corporate Office New Delhi, Registration of Udyog Aadhar Memorandum Number by Ministry of Micro Small and Medium Enterprises (MSME) Vendors on Central Public Procurement Portal (CPPP) is mandatory from 01-04-2018 and shall submit the declaration by the vendors. The bidders who fails to register UAM number shall not be able to eligible the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order, 2012 issued by MSME.)

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

5: BID SECURITY/ EMD:

5.1: The bidder shall furnish the bid EMD in the form of Bank Guarantee/Bankers cheque from a scheduled bank drawn in favour of CGMT, BSNL Vijayawada which should be valid for 180 days from the tender opening date (as prescribed format given in the Section –7).

Bank details for BG submission.

- 1) Name and address of the Bank: UNION BANK OF INDIA, GOVERNORPET BRANCH,
VIJAYAWADA – 520004
- 2) Account No: 346401010068587
- 3) IFSC/RTGS Code: UBIN0534641
- 4) MICR CODE 520 026 003.

5.2: The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item as per the clause 12.2 section 4 Part A.

6: Date & Time of Submission of Tender bid: As specified in the covering letter of this tender document i.e. up to 11.00 Hrs on 11-03-2020. For further details and e-Tendering schedule (Key Dates) please visit website above mentioned portal.

Note 2: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. Online Opening of Tender Bids : As per the schedule given below.
Date of opening of Technical Bids : 11-03-2020 at 11.30 Hrs
Date of opening of Price Bid : Will be intimated later on

8:Place of Opening of Tender Bids : BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders (i.e. Supplier organization) with Proper Authorization can attend the TOE at the Conference Hall 4th Floor, BSNL Bhavan, O/o CGMT, AP Circle, Vijayawada, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE). Please refer clause 19 of Section – 4 Part A.

9:Tender bids will not be accepted it : 1) Received after due time & date. 2) Physical copy not submitted before due date and time 3) Not submitted on line.

10: The offers of the bidders whose online process of bidding (Tender Download process) are incomplete, they will not be considered and will not be available for opening process.

11. 1: CGMT, BSNL reserves the right to cancel the tender without assigning any reasons before opening.

11. 2: CGMT, BSNL reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.

12.1: The bidder shall furnish a declaration under his digital signature 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 E-tender Portal <https://apbsnl.etenders.in>.

12.2 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.

Note: - All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate. All computer generated documents should be duly attested/ signed by the issuing organization.

Asst. General Manager (MM)
O/o CGMT, BSNL, AP Circle,
Vijayawada
Tel: (Off) 0866-2444367

SECTION -1 : Part B

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

NOTICE INVITING TENDER FOR PROCUREMENT SMPS POWER PLANTS

T.E. No: TA/CO VJ/CFA/MM/8121/SMPS PP TENDER/2019-20 dated 04-03-2019

Digitally Sealed tenders through e-tendering portal are invited by CGM BSNL, AP Telecom Circle from Indian manufacturers for supply of the following item:

Name of the ITEM	Quantity	Estimated Cost
SMPS POWER PLANTS 25A(7+1) Single Phase ID (Compatible with VRLS Batteries)	137 Nos.	Rs.2,18,08,000/-

Closing of tender is 11-03-2020 up to 11-00 Hrs.

For further details, kindly visit <https://apbsnl.etenders.in> or www.ap.bsnl.co.in and <https://eprocure.gov.in>.

Asst.General Manager (MM)
O/o CGMT, BSNL, AP Circle,
Vijayawada
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SECTION- 2 **Tender Information**

1: Type of tender

- (a) Single Stage bid submission.
- (b) Two stage opening using two electronic Envelopes (followed by e-Reverse auction (if required).)
- (c) The bids will be evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened.

2: Bid Validity Period: 150 days from the tender opening date.

3: As this is online tenders invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents.

a) Techno-commercial envelope shall contain:

- i) EMD or Exemption certificate as per clause 12 of section 4 Part A
- ii) Cost of the tender documents i.e. tender fee or Exemption certificate as per clause 12 of section 4 Part A, Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 of the DNIT
- iii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.
- iv) Clause by clause compliance as per clause 11.2 of Section-4A.
- v) Bidder's Profile & Questionnaire duly filled & signed.
- vi) Non-Relation Certificate duly filled & signed.
- vii) Undertaking & declaration duly filled & signed.
- viii) Documents stated in clause 10 of Section-4 Part A.
- ix) Bid form- Section 9 Part A.
- x) Electronic Form- Technical.
- xi) Tender bid document duly signed on each page by the bidder.
- xii) Valid TSEC/Valid QF 103 for each capacity with experience.
- xiii) Self-declaration of Block list.
- xiv) GST Certificate (Annexure if multiple certificates existing).

Note:- Above documents are to be scanned and uploaded. Bids not submitted online & submitted offline will be summarily rejected.

b) Financial envelope shall contain: Electronic Form- financial along with Price Schedule as per online price Bid Template. Form (Section 9 Part-B) with all relevant bid annexure.

Note :- The following documents are required to be submitted offline to DGM (MM & IT), Room No.310,3rd Floor O/o CGMT, A.P Circle ,Vijayawada-520004 on or before the date & time of submission of opening of Technical bids in a sealed envelope without which the bid will be REJECTED.

The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender)".

- i) EMD – Bid security (original copy) or Exemption certificate.
- ii) DD/ Banker's cheque of Tender fee or Exemption certificate.
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.

Note: All the documents along with Financial Bid needs to be uploaded on line in the portal as <https://apbsnl.etenders.in>.

4: Payment terms: According to Clause 11 of Section 5 Part A.

5: Delivery Schedule: Delivery of the material should be completed within **Four months** from the date of A.P.O. **First two months** is for lead period and evenly distributed supplies are expected in the remaining Two months.

6: Consignee: Delivery of Goods shall be made by the successful supplier to SSA store depots, District/Mandal headquarters in Andhra Pradesh state. The consignee details shall be specified in Detailed Purchase Order.

7: Evaluation: Evaluation of the financial bids will be taken up on net cost to BSNL for each SMPS Power Plant and the quantity will be distributed as specified in Section-1 Part A and also as per Clause 4 of Section 4 Part B. AMC Charges will not be considered for Price bid evaluation. However quoting of AMC and BOM of Power Plant including modules rates is mandatory for entering AMC at a later stage if required.

SECTION 3 - Part A

SCOPE OF WORK

1: General: BSNL Andhra Pradesh Circle is Operating and maintaining Telecom Services in the State of Andhra Pradesh. The Telecom Circle has SMPS Power plants, compatible with VRLA batteries only, in its Telecom Installations, to maintain the service. BSNL AP Circle intends to replace these SMPS Power Plants of various capacities after their prescribed life in various locations in Andhra Pradesh Circle.

2: Scope of the work:

2.1: The intending bidders have to supply the SMPS Power Plants, compatible with VRLA batteries only, of various capacities as per the technical specifications and the schedule of requirements given in this section.

2.2: The Power Plants have to be tested thoroughly in the factory as per the technical specifications and offered to QA for inspection.

2.3: The Power Plants along with the accessories have to be packed as per the specifications and transported to the consignee as given by the Purchaser.

SECTION 3 -Part B

Technical Specifications

The SMPS Power Plants shall conform to the BSNL Specification on SMPS based Power Plant No: BSNL/Specification/SMP-001/01/September 2015 (with latest amendments, if any) and the Lightning & Surge Protection (LSP) unit shall conform to GR No.TEC/CR/FLA/LSP-001/01 June 2010 available on BSNL QA website www.qa.bsnl.co.in.

The SMPS Power Plants should be compatible with VRLA Batteries only and should meet all the Functional and Technical Requirements of the above specification except for Battery Health Check and SMPS Management features.

SECTION 3 -Part C

SCHEDULE OF REQUIREMENTS (SOR)

DESCRIPTION OF STORES: as detailed in table below:-

S.No.	Description of SMPS Power Plant	Estimated Quantity in Nos)
1	25A(7+1)/Single Phase/Indoor	137
	Total	137

*Note: 1.The cost of one Module is required and is an optional item for meeting the exigencies. The module price & AMC charges for the Power plants will not be considered for evaluation. But vendor has to submit rates of all parts of PPs (BoM) at Section-9 Part-B3.

However, module cost will remain valid during the period of Warranty and AMC (if entered in to AMC).

Each Power plant should be supplied with Lightening and surge protection arrangement as per GR. No.: BSNL/Specification/SMP – 001/01/September.2015 (with latest amendments if any) vide 1.2.1.1 to 1.2.1.4 and the co-ordination cable length is 10 Mts. with Lightening Surge Protection to conform to GR No.TEC/CR/FLA/LSP-001/01 June 2010. The price should be inclusive of all these items.

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

1.0: DEFINITIONS:

- (a) "**The Purchaser**" means the CGM Telecom, Bharat Sanchar Nigam Ltd. (BSNL), A.P Telecom Circle, Vijayawada,
- (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 under the contract.
- (d) "**The Goods**" means all the equipment, machinery, and/or other materials 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) "**Validation**" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) "**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.
- (j) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.

2.0: ELIGIBILITY CONDITIONS:

2.1: Kindly refer to clause 4 of Section – 1 i.e. Detailed NIT and clause-10 &11 of this section.

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 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. The Bids needs to be submitted online on portal <https://apbsnl.etenders.in> only.

4.3: No physical bids will be accepted for the purpose of participation in the e-tender

5.0: CLARIFICATION OF BID DOCUMENTS

5.1: A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 10 days prior to the date of opening 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 FAX or Email or by Addendum through e-tendering portal to all prospective bidders on the address intimated at the time of purchase of the bid document from 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 digital 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) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11.2 (c)
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.
- (e) Tender bid document duly signed on each page by the bidder.

8.0: BID FORM

8.1: The bidder shall complete the bid form and appropriate Price Schedule as per the format available on online portal.

9.0: BID PRICES

9.1: The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Goods & Services Tax on packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B(I&II). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

9.2: Prices indicated in the Price Schedule shall be entered in the following manner:

- (a) The Basic Unit price (Ex-Factory Price) of the goods, CIF, Assessable value ,BCD, Cesses, IGST, Freight, Forwarding, Packing, Insurance, GST (CGST,SGST,IGST) on freight already paid or payable or payable by the supplier shall be quoted separately item wise.
- (b) The supplier shall quote as per price schedule provided online for all the items given in schedule of requirement at Section 3 part C.

9.3: A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.4: The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.

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

9.6: The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

9.7: The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

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 or 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, proof in this regard also need to be submitted as specified in clause 12.2.
- b) Type Approval Certificate given by Telecom Engineering Centre (TEC)/ TSEC issued by the Quality Assurance Circle of BSNL or proof of having applied for TSEC (Copy of certificate in case of QF103/ TSEC to be attached)
- c) Inspection Certificate issued by BSNL (QA) for execution of educational/ Commercial Order or experience
- d) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
- e) 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).
- f) Documentary proof of GST Registration
- g) Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.
- h) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
- i) Certificate of incorporation.
- j) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- k) 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.
- l) Registration certificate from State Director of Industries or IEM (Industrial Entrepreneur memorandum) acknowledgment from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.
- m) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.
- n) Self-declaration as specified 4 (e) of section – 1 Part A.

10.2 Documentary evidence for financial and technical capability.

- a) The bidder shall furnish audited Annual Report for last three years or a certificate from its bankers to assess its solvency/financial capability.
- b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3: In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

10.4: The offered product has to be type approved. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval. Or in case goods offered have already been type approved/ validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.

10.5 A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly shall be original, new components/ parts/ assembly and that no refurbished/ duplicate/ second hand components/ parts/ assembly are being used or shall be used.

10.6 Tender document duly signed & stamped in all pages.

11.0: DOCUMENTS ESTABLISHING GOODS' 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 detailed description of goods with essential technical and performance characteristics;
- (b) A list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and

(c) 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 (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions of AMC (Section- 5 Part A, B & C) shall not be considered.

11.3: For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12.0: BID SECURITY / EMD

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

12.2: **MSME Bidder – Exemption: (As per Letter No. CA/MMT/10-10/2017 DT 24.05.2018, of Corporate Office New Delhi, Registration of Udyog Aadhar Memorandum Number by Ministry of Micro Small and Medium Enterprises (MSME) Vendors on Central Public Procurement Portal (CPPP) is mandatory from 01-04-2018 and shall submit the declaration by the vendors. The bidders who fails to register UAM number shall not be able to eligible the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order,2012 issued by MSME).**

a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.

b) The enlistment certificate issued by MSE should be valid on the date of opening of tender.

c) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

d) No other bidder's are exempted from furnishing Bid Security mentioned above.

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

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

12.5: The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser 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 satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering Page /of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

12.7: The bid security may be forfeited:

a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or

b) If the bidder does not accept the APO/ AWO 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: PERIOD OF VALIDITY OF BIDS

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

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

14: FORMAT AND SIGNING OF BID

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

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

14.3: Power of Attorney

(a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

(b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.

(c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

(d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15: ONLINE SUBMISSION OF BIDS

The bid should be submitted Online. In online Tendering system there is Two Stage Bidding & Two Envelope System.

The Techno-Commercial and the Financial bids needs to be submitted simultaneously. All the relevant documents need to be uploaded online and the financial bid to be filled in online as per the online form / Template available.

16: SUBMISSION OF BIDS

16.1: Bids must be submitted online by the bidders as per the schedule date.

16.2: The Purchaser at his discretion may extend the deadline for submission of bids by amending the online Schedule 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 offers online. He may include alternate offer, if permissible as per the bid online only as per the online format available. However, not more than one independent and complete offer shall be permitted from the bidder.

17: LATE BIDS

17: 1 No bid shall be accepted online by E-Tender Portal bidding process 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 his bid online after submission prior to deadline prescribed for submission of bid i.e. as per the Tender schedule Dates.

18.2: No bid shall be modified subsequent to the deadline for submission of bids.

19: OPENING OF BIDS BY PURCHASER

19.1: The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of D NIT (Section-1) on due date.

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

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

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

(i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.

(ii) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids and financial bid will be opened electronically only, no need to submit financial bid envelope physically.

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

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

(iii) The following information should be read out at the time of Techno-commercial bid opening:-

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

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

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

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

20: CLARIFICATION OF BIDS

20.1: To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

20.2: If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at his 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: PRELIMINARY EVALUATION

21.1: 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. In case the unit price quoted in column 13 does not tally with its breakup quoted in col. 4,5, 7, 9 & 11, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

21.3: If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

21.4: Prior to the detailed evaluation pursuant to clause 22, 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 confirms 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.

21.5: 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.

21.6: 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 separately for each capacity of SMPS power plant on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes , Packing, Forwarding, Freight and Insurance charges etc. as arrived in Col. 16 of the price schedule in the Section-.9 Part B, Part I, (Indigenous items) and column 22 of the Price schedule in section 9 Part B , Part II (Imported items) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding Taxes which are creditable to BSNL Further the bidder is also required to mentioned the Taxes (if any applicable om the movement of goods) .

(a) "Duties & Taxes and Cesses for which the firm has to furnish GST Challans/ Tax Invoices will be indicated separately in the PO/APO.

(b) Suppliers should furnish the correct HSN/SAC Classification /Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and CESS under provision / Rules under GST Law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.

(c) In case the Duties & Taxes and CESS which are not eligible for Input Tax Credit (ITC) as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties & Taxes and CESS is admissible as per provision of GST Law, then the supplier will be liable to refund the amount equivalent to such Duties, Taxes and CESS if already paid to them. Provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary Act for enabling BSNL to claim the credit viz. Upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the Input Tax Credit provided such credit is still available for the amount so paid as per provision of GST Law.

(d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN/HAC Classification/ Customs tariff Head from the CGST/SGST/IGST Officer or Customs authority where the HSN or SAC Classification / Customs tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST Act/ Customs Tariff notifications.

(e) "If the supplier fails to furnish necessary supporting documents i.e. Tax Invoices / Customs invoices etc. in respect of the Duties, taxes and CESS which are eligible for Input Tax Credit , the amount pertaining to such Duties, Taxes and Cess will be deducted from the payment due to the firm."

(f) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such duties, taxes and cesses will be deducted from the payment due to the supplier.

(g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz, GSTIN, place of supply, etc. Which restrict BSNL to claim input tax credit, then the amount pertaining to such duties, taxes and cesses will be deducted from the payment due to the supplier.

23: CONTACTING THE PURCHASER

23.1: 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: 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 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 any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/Taxes within scheduled delivery date, the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking Viz., L1/L2./L3... etc. keeping other levies & charges unchanged.

24.3: The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

24.4: In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in **clause-3 (Distribution of Quantity) in section 4 Part B**, shall be supplied by the L-1 bidder as part of whole contract.

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 up to 50% of the tendered quantity contained in the running tender/ contract within a period of eighteen months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc., and supplies to be obtained within delivery period scheduled afresh.

c) In exceptional situations, where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, 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 eighteen months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. 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.

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

27.1: The issue of an Advance Purchase 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, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7(B).

27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L- 1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

28: SIGNING OF CONTRACT

28.1: The issue of Purchase order shall constitute the award of contract on the bidder.

28.2: Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

29: ANNULMENT OF AWARD

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

30: QUALITY ASSURANCE REQUIREMENTS

The supplier shall have Quality Management System supported and evidenced by the following:

- a) A Quality Policy.
- b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- (d) System of Inward Good Inspection.
- e) System to calibrate and maintain required measuring and test equipment.
- (f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- (g) Configuration management and change-control mechanism.
- (h) A quality plan for the product.
- (i) Periodical internal quality audits.
- (j) A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate (TAC)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.

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-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 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-5B Special (Commercial) Conditions of Contract and Section-3. Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliance must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- f) Section-4 Part A clause 9.5 on discount which is reproduced below:-
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

31.2: Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-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 event if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

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

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

32: ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT. In case of default by Bidder(s)/ Vendor(s) such as

- a) Does not supply the equipment in time;
- b) Equipment does not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1. Purchaser will take action as specified in Appendix-1 of this section.

33: Clause deleted.

34: NEAR-RELATIONSHIP CERTIFICATE

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

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

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

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.

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

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

35: VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

36: Security Clause as per latest guidelines and requirement

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

37.1: Reservation/ Procurement from MSE units: The guidelines / instructions / laws issued vide D.O. no 21(1)-2011-M.A.April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) and subsequent letters.

- (1) Office Memorandum No. DPE/7(4)2007-Fin, Dated 6th December,2012 of DPE, Ministry of Heavy Industries & Public Enterprises, Government of India,
- (2) MSME Letter No. 5(2)/3/2015 – MSME Pol, Dated 15 October,2015 & (3) Memorandum F. N.O. 21(2)/2016-MA Dated 18thFebruary,2016 shall be followed.

37.2 Reservation/ Procurement from M/s ITI Limited: The guidelines /instructions issued vide (1) Letter No. U-37012/93-FAC Dated 07-June, 2016 of Department of Telecommunications, Ministry of Communication & Information Technology, Government of India and (2) F.No.115-149/2012-MMD/107 Dated 06-10-2016 of BSNL Corporate Office, New Delhi will be followed.

Appendix-1 to Section 4 Part A of referred at clause 32

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. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	c) Detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Service Tax, Income Tax departments etc., and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender:	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid &
		ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO,
		ii) Rejection of Bid
		iii) Forfeiture of EMD.
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.).	i) Cancellation of APO
		ii) Rejection of Bid &
		iii) Forfeiture of PG/ SD.
		However on realization of PG/ SD amount, EMD, if not already released shall be returned.
(iv) If detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO	
	ii) Rejection of Bid &	
	iii) Forfeiture of PG/ SD.	
	However on realization of PG/ SD amount, EMD, if not released shall be returned.	
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items works.	
2	If vendor or his representative uses violent/ coercive means viz. Physical /Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following:	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/or submitting their tender bid freely	

3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i)Termination of PO/ WO.
		ii)Under take purchase/ work at the risk & cost of defaulting vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	ii)Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
		i)Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	ii)Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor.
		iii)Recover the excess charges if incurred from the PG/SD and outstanding bills of the defaulting Vendor.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD.
		OR
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	ii)If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
		OR
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD;
		OR
6	(b) for Quantity in excess of that supplied by Vendor to BSNL.	ii)If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and
		iii)Withdrawal of TSEC/ IA issued by QA Circle.
6	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.
		ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
Note 5:- The claims may be submitted with or without collusion of BSNL Executive/employees.		
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		

7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i)Termination of PO/ WO. ii)Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii)Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	b) Disrupts/ Sabotages functioning of the BSNL network equipment's such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment's but not limited to these elements and/ or any other TSP through BSNL.	iii)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 PO/ WO.
		ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.
		iii) No further supplies are to be accepted except that required to make the already supplied items work.
		iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).
		v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
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 PO/ WO.
		ii)Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.
		iii) No further supplies are to be accepted except that required to make the already supplied items work.
		iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).
		v)In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD

10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	i) Termination of contract, if any.
		ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
	iii) Take legal recourse i.e. filing recovery suite in appropriate court.	
	b) in spite of Court Orders.	i) Termination of contract, if any.
		ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Goods and Service Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC (if entered) which will continue along with settlement of Bills.		

SECTION-4 Part B
SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Eligibility Conditions: As per clause 4 of Section-I Part A.

1. TSEC : The bidders who have participated in the tender with QF-103 has to submit the Valid TSEC certificate for each capacity of the SMPS power plant. NO request for further extension any case will be entertained. If the bidder fails to submit the valid TSEC/TAC for any capacity of SMPS power plant quoted in the tender within 60 days from the date of opening of tender, the quote for that particular capacity will not be considered for further evaluation/placement of order. The quotes from other qualified bidders for that capacity will be considered for evaluation without any further extension of time in order to expedite the procurement.

2. Bid Security: The bank guarantee for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee so submitted shall be as per the format given in Section-7 (B) on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

4. Distribution of Quantity:

The Purchaser intends to limit the number of technically and commercially responsive bidders

- i) 2 in case of 25A(7+1)/Ultimate Capacity 200A from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.
- ii) All other capacities only one Bidder.

Table 1(A) (Without provisions for MSE Units)

No. of Bidders To be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)			M/s ITI Limited Reservation Quota
	L1	L2	L3	
One bidder	70%	Nil	Nil	30%
Two Bidders	42%	28%	Nil	30%

Table 1(B) (With provisions for MSE Units)

No. of Bidders To be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)			Quantity earmarked for MSE bidders Col(3)
	L1	L2	L3	
One bidder	45%	Nil	Nil	25%
Two Bidders	27%	18%	Nil	25%

Note 1(a): *The Quantities in the above Tables 1(A) & 1(B) shall be earmarked for M/s ITI Limited under 30% Reservation Quota as per Clause 37 (b) of Section 4 Part A. If M/s ITI Limited is not willing to supply any of the Tender item reserved for them, then 30% quantity of that item shall be de-reserved & actual estimated quantity shall remain un-altered.*

Note 1(b): In case of tenders like for Turnkey projects etc. where it is not feasible to award the work to more than one bidder, the provisions for MSEs shall not be made.

Note 2: If no eligible MSE bidders are available then aforesaid earmarked 25% quantity shall be de-reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A) above.

Note 3: If L-1, L-2, etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be distributed amongst such MSE bidders.

(ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.

SECTION -4 Part C
E-tendering Instructions to Bidders General
INFORMATION & INSTRUCTIONS TO THE BIDDERS
FOR
USING ONLINE ELECTRONIC PROCUREMENT SYSTEM (EPS)

1.Special Conditions & instructions for using online Electronic Procurement System (EPS) through portal (website) <https://apbsnl.etenders.in> adopted by APBSNL Telecom

Service Provider's Information: The AP BSNL has adopted eProcurement System for its some of SSAs/District Office through <https://apbsnl.etenders.in>. The details of our eProcurement Service provider are as below:

M/s Nextenders (India) Pvt. Ltd. Contact No.020-25315555 Email: support.bsnl@nextenders.com

Registration of the Contractors/Suppliers/Bidders: All the Contractors/Suppliers/Vendors intending to participate in the tenders floated online using Electronic Procurement System (EPS) are required to get registered on the eProcurement Portal (website) <https://apbsnl.etenders.in>.

After successful Registration on above mentioned portal you'll get a link in auto generated e-mail fired to your registered e-mail id. Click on that link to activate your user ID to access the website. After that, you will be allowed to participate in the tenders floated by the department using the Electronic Procurement System.

2. Bid Submission Fees (non-refundable)(payable to service provider through online payment):

Rs.4,954/- (Four Thousand Nine Hundred and Fifty Four Only) . This Bid Submission Fees is comprised of Service Fee @ 0.018% of Tender Estimated Value + Goods and Service Tax + Payment Gateway charges with GST.

Viewing of Online Tenders: The contractors/Suppliers/bidders can view tenders floated on online Electronic Procurement System (EPS) hereinafter referred as "eProcurement System" through portal (website) at <https://apbsnl.etenders.in>. They can view the details like online scheduled dates (Key Dates), Tender details, Terms and Conditions, drawing (if any) and any other information. To download through workflow they need to login on to the above portal and can download the tender documents of an e-Tender.

3.Online Schedule: The contractors/bidders/vendors can view the Online Scheduled dates of eProcurement System (time schedule) for all the tenders floated using the online eProcurement system on above mentioned portal (website) <https://apbsnl.etenders.in>.

The bidders are strictly advised to follow dates and time as mentioned in Schedule of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

The Schedule dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

4.Obtaining a Digital Certificate and its Usage: On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key with two distinct certificate viz. Signing & Encryption (two certificates). The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by approved certifying authority, by the controller of certifying Authorities (CCA. India).

Government of India OR from our eProcurement Service Provider. The information regarding details of DSC application forms and cost should be enquired from our Service Provider. "Please see the List of Compatible e-Tokens on <https://apbsnl.etenders.in> through Home Page-> System Requirement Menu -> List of Supported eTokens ".Please contact for DSC issuance:

M/s Nextenders (India) Pvt. Ltd. Contact No.020-25315555 Email: support.bsnl@nextenders.com

•The Bid (Online Offer) for a particular e-Tender may be submitted only using the Digital Signature Certificate (DSC). In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

•In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate" for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

•The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

•Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the eProcurement Portal (website) through <https://apbsnl.etenders.in>.

5. Submission of Earnest Money Deposit:

Techno-commercial Bid shall accompany interest-free EMD through Demand Draft. The details of EMD can be obtained from Tender document of respective Tender OR from above eProcurement Portal through <https://apbsnl.etenders.in>.

•Refund of Earnest Money Deposit to the unsuccessful/successful bidders will be made as per the conditions given in the tender document.

•A scanned copy of DD against EMD should be uploaded mandatory while Bid Preparation stage (as per the Schedule mentioned in online e-Tender) and original D.D. should be submitted to the designated BSNL office in the sealed envelope on or before the due date mentioned in Schedule of respective e-Tender.

6. Submission of Tender Document Fees:

•The Contractors/Suppliers/Vendors have to submit the Tender Document fees as mentioned in Tender Document.

Tender Download: The Eligible Bidders can download the Tender Document online from above eProcurement Portal <https://apbsnl.etenders.in> on or before the Schedule Dates mentioned in the e-Tender floated.

7. Submission of online bids: The bidders are required to prepare their bids on online e-Procurement Portal as mentioned above. During bid preparation the bidders have to Map the Key of DSC hence they are advised to procure DSCs at earliest to participate in the e- Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also bidders are required scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

7.1: Opening of Tender (Electronic offers): The authority receiving the tenders or his duly authorized officer shall first open the "EMD Envelope" (if applicable) of all the contractors/bidders and check for the validity of EMD and other Pre-Qualification Documents (if any) submitted in the "EMD/Technical Envelope", if any, as required by APBSNL. In case, the requirements are incomplete, the Technical Bid/Commercial (whichever is applicable) of the concerned contractor received shall not be opened.

The authority shall then open the tenders submitted by the contractors/vendors/bidders online through the APBSNL eProcurement Portal (website) <https://apbsnl.etenders.in>.

7.2: Shortlisting of Bids (Electronic Offers): After the evaluation (online/manual) of a specific Envelope (i.e. EMD or Technical) and offers submitted by contractors, the shortlisting process will be executed on online eProcurement Portal only.

8. Offline Submission: The bidder is requested to submit the following documents offline to DGM (MM&IT), O/o Chief General Manager, A.P Circle Vijayawada. on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. E.M.D / Bid security in original.
- 2 DD/ Bankers cheque against payment of tender fee.
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A.

Note: If any bidder fails to submit the above documents offline, the bid will not be opened online.

9. E-Reverse Auction: purely Optional (at the discretion of CGMT,AP Circle) Conditions regarding e-Auction (Reverse Auction)

E-Reverse Auction would be conducted on Unit Price / net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

S. No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening of Financial-part.
2	Duration of Reverse- Auction Bidding Event	1 hour
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre- defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	5 minutes
3.2	Time-Duration of Automatic extension	10 Minutes
3.3	Maximum number of Auto-Extensions	5 Automatic Extensions
4	Criteria of Bid-Acceptance	'Beat on Starting last quoted Price', as well as, 'Beat on Rank-1 (L1) Bid Value'
5	Opening Price	L1 Price per Unit of each item.
6	Minimum Bid-Decrement(Value in Rs.) To be decided by BSNL
7	Display of 'Alias Name' (Pseudo Identity) of Bidders during bidding period	To all Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current rank	YES

Note: Parameters at S. No. 6 shall be confirmed after opening & evaluation of Financial Bid.

The Service Provider will provide USER Credentials for e-Auction (Reverse Auction) prior to scheduled date & time.

The service provider will provide online support & one time online training to all the participating bidders for scheduled e-Auction event.

Note: N-1 bidders are eligible for e-Reverse auction.

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

1. APPLICATION: The general condition shall apply in contracts made by the purchaser for the procurement of goods.

2. STANDARDS: The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section -3.

3. PATENT RIGHTS: The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY:

4.1: All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

4.2: The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3: The performance security Bond shall be in the form of Bank Guarantee/Banker cheque issued by a scheduled Bank and in the proforma provided in Section-7B of this Bid Document and should be valid for 2 Years from the date of BG.

4.4: The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

5.1: The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

5.2: Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.

5.3: Notwithstanding the pre- supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced all free of cost to the purchaser as laid down in clause 5.4 below.

5.4: If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfil the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfil the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".

5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

6.1: Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2: The delivery of the goods and documents shall be completed within time frame stated in note 5 of Clause 6 of Section-2 (Tender information).

6.3: All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

6.4: The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. TRAINING: Clause deleted: NOT APPLICABLE

8. INCIDENTAL SERVICES

(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;

(c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. SPARES

9.1: The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in Sec-4 Part A clause 9.

(a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.

(b) In the event of termination of production of the spare parts, the supplier shall:

(i) Give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and

(ii) Following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

9.2: Over a period of three years starting from the date of final acceptance, the supplier shall supply, at its own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of its need.

10. WARRANTY

10.1: The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over under clause 5.5 above.

10.2: If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

10.3: Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

10.4: Terms and conditions of AMC shall be applicable during Warranty period including imposition of penalties except that no charges for services provided under Warranty/ extended warranty shall be payable. Amount for penalties will be deducted from the pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply or AMC or from the charges due for AMC.

11. PAYMENT TERMS

11.1: Payment of 95% of the price as stated in clause 4 of Section -2 (Tender Information) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

(a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax(GST), any other Duties and Taxes, Freight/Packing Charges, etc.

(b) Acknowledged Delivery Challan in original.

(c) Inspection Certificate of QA (Payable copy in original)

(d) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.

(e) E-way bill as prescribed in the GST law in case of movement of goods.

(f) Proof of payment of GST if applicable.

(g) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

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

(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 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.

(3) TDS/TCS shall be deducted at the prescribed rate, if any (as the case may be).

(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.

(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.

11.2: The balance 5% payment shall be made after one year warranty & subject to the condition that there are no damage/shortages and after submit the satisfactory performance certificate from the concerned field units. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O. Further, in case of any dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains. Additionally, in case the dispute is not set led due to any act of the supplier ad input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier. 5% will be released only after the cases are settled in accordance with the provisions available in the Purchase Order / Tender Document.

**Note: The actual payment conditions for new products or procurements having installation and AMC services may be decided on case to case basis and incorporated in special conditions of the contract."

11.3: Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.

11.4: No payment will be made for goods rejected at the site on testing.

11.5: The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-

Sl. No.	NAME OF THE BANK	DETAILS
1	Beneficiary Bank Name	
2	Beneficiary Branch Name	
3	IFSC Code of beneficiary branch	
4	Beneficiary Account Number	
5	Branch S. No (MICR No.)	
6	GSTIN No	

12. PRICES

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

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

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

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

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

12.3: Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

13. CHANGES IN PURCHASE ORDERS

13.1: The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

(a) Drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;

(b) The method of transportation or packing;

(c) The place of delivery; or

(d) The services to be provided by the supplier.

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

14. SUB-CONTRACTS

The Supplier 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.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

15.1: Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery 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 item at the risk and cost of the defaulting vendors.

15.2: Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

- (a) Forfeiture of its performance security,
- (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.

15.3: If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the supplier shall:

(a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below:

(b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.

(c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.

(d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.

(e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 (D) and 7(E).

15.4: If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

16. LIQUIDATED DAMAGES

16.1: The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.

16.2: While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:

(a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

(b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

(c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.

(d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.

(e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

16.3: In cases where the scheduled delivery period is distributed month-wise or is in instalments, the liquidated damages shall be imposed for delay in each scheduled month/ instalment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ instalment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ instalment but there is delay in month-wise/ instalment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ instalments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ instalment.

16.4: Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:

(a) The Store has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.

(b) 'QA' has cleared the equipment for dispatch within the contracted original delivery period.

(c) The Supplier has carried out dispatch/ dispatched the equipment within contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.

(d) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.

(e) The grace period of 21 days shall be allowed only in those cases which fulfil all the conditions given in Para (a) to (d) above. During grace period no LD charges shall be levied.

16.5: GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier

17. FORCE MAJEURE

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

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

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

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

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

19. TAX INDEMNITY CLAUSE: BSNL has the right to recover Input Tax Credit (ITC) loss suffered by it from the supplier due to any mis declaration on invoice by the supplier or block listed by GST authorities during currency of BSNL contract.

20. ARBITRATION:

ARBITRATION (Applicable in case of supply orders/Contracts with firms. Other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 Lakhs).

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

- (1) A party 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 Rupees for the purpose of constitution of the arbitral tribunal.

(2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs.5 Lakhs to Rs.5 Crores.	Sole Arbitrator to be appointed from a pannel of arbitrators of BSNL.	BSNL (CGMT AP, Circle) (Note: BSNL will forwarded a list containing names of three empaneled 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 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

3. Neither party shall appoint its serving employees as arbitrator.

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

5. 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 void.

6. Unless otherwise decided by the parties, Fast Tract 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 upto Rs.5/- Crores. 29B. Fast Track Procedure-(1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, any, 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 tract procedure specified in sub-section(3).

(7) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast tract procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(8) 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 arbitrl 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.

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

(10) If the award is not made within the period specified in sub-section (4), the provisions of sub-section (3) to (9) of section 298 A shall apply to the proceedings.

(11) 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.

(12) The Arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claim and Counter Claims	Period for making and publishing of the award (Counted from the date the arbitral tribunal enters upon the reference)
Upto 5 Crores	Within 6 months (Fast Tract 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 Act.

13) In case of 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 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) The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

15) 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.

20.2. Arbitration in case of Contracts POs, APOs, Tenders, EOIs, etc., between BSNL and Central Public Sector Enterprises (CPSEs)/ Government Department(s)/Organization(s) as the case may be as per DPE guidelines for settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) inter-Se and CPSE(s) and Government Department(s)/Organization(s) through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCDs).

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-Se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) such dispute or difference shall be taken up by either party for Resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

21. SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out this contract or under any other contract made by the supplier with the purchaser or BSNL or such other person(s) contracting through the BSNL the GST on such set off will be borne by the supplier, GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

22. INTIMATION OF SUPPLY STATUS

The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned User Branches of BSNL.

23. DETAILS OF THE PRODUCT

The bidder should furnish the name of its collaborator (if applicable), brand name, model number and type of the products offered and HSN classification under GST and customs law offered in this tender. The technical literature's of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

24. FALL CLAUSE

24.1: The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section-5A. Further, if at any time during the contract

(a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service; And / or

(b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

24.2: The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

24.3: The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."

24.4: In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

25. COURT JURISDICTION

25.1: Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

25.2: Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

"This Contract/ PO is subject to jurisdiction of Court at Vijayawada only".

26. General Guidelines:-

"The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles".

27. Deleted:

28. GST Invoices and compliance's

28.1: All the details of supplier (name, address, GSTN/unregistered supplier, place of supply, SAC/HSN code etc.) and other mandatory details shall be mentioned on the invoice.

28.2: Invoice/Supplementary invoice/debit Note/ Credit note / Receipt Voucher need to be issued in complaint format and timely within the time prescribed under GST law.

28.3: In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.

28.4: It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. The amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.

28.5: Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.

28.6: BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL.

28.7: It is the responsibility of the supplier to ensure that place of supply and GSTN of BSNL are in the same state. If for any reason they are not in the same state. The supplier shall intimate to BSNL and give adequate time before raising of the invoice.

28.8: E-way bill number should be mentioned on the invoices.

28.9: Supplier shall be responsible for timely issuance and delivery of invoice/DN/CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

(a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly, if not, then cost would be borne by supplier.

(b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliance's to be adhered by supplier includes (but is not limited to) the following:

(i) Upload appropriate invoice details on the GSTN within the stipulated time;

(ii) Issuing GST compliant invoice/ CN/DN PO issued by BSNL should be referred by supplier for capturing information on the invoice.

(iii) Supplier needs to pay the entire self-assessed tax on timely basis.

(iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes with respective the mismatch are required to be accepted by the supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of supplier fault, prompt amendments must be made by the supplier. Else supplier would be required to identify BSNL for the losses of credit and interest paid due to mismatch.

(v) Supplier to issue all necessary documentation and perform all necessary compliance's for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t GST charged by the supplier would be recovered from the supplier.

(vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

28.10: Refer annexures below (placed as Annexure – A1) for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

28.11: Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to ship to scenario) shall have to be submitted.

28.12: It shall be responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.

29. INSURANCE:

The equipment shall be got insured by the contractor up to minimum period of 30 days after store is delivered to the consignee. The supplier will be responsible till the entire quantity of the stores ordered for arrival in good working condition at destination is received by consignee. The consignee will immediately but not later than prescribed period of insurance of arrival of the stores at the destination notify the contractor of any loss or damage to the store that may have occurred during transit. The period of insurance cover will be indicated by the contractor to consignee /paying authority. In case of any loss/damage during transit the case will be lodged by supplier with the concerned authority on receipt of report from the consignee/ paying authority. The store should on no account be dispatched, delivered without getting them tested/accepted by BSNL Inspecting & QA Testing Wing.

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

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

1. Quality Assurance and Testing:

a) The supply will be accepted only after quality assurance tests are carried out by the Quality Assurance Wing of BSNL as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by Excise Authorities.

b) The QA units of BSNL while clearing the equipment/ stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per Purchase Order, of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.

Note: Generally equipment (indigenous or imported) upon completion of TAC/Validation shall have to be supplied after successful testing by Quality Assurance Wing of BSNL.

2. Spares:

a) The supplier shall be required to provide a list of spare parts recommended for maintenance for three years along with rates at card/module level. The purchaser (BSNL) may elect to purchase the recommended spares from the supplier at any time including at the end of warranty/ AMC, provided that such purchases shall not relieve the supplier from any warranty/ AMC obligations under the contract.

b) Over a period of three years starting from the date of final acceptance of the equipment or after the procurement of spares, supplier shall supply at its own cost, spare parts needed which have not been included in the offer. These spares should be supplied within a maximum period of thirty days from the notification by the purchaser of its need, without demur.

c) In the event of termination of production of the equipment /spare parts, the supplier shall notify the purchaser at least two years in advance of impending termination to enable the purchaser to procure life time spares. The supplier shall also provide at its own cost to the purchaser, the blue print drawings and specifications of spare parts if and when requested.

3. Loading: Not Applicable

SECTION 5 PART C
General Conditions of AMC

General Conditions of AMC (Optional -if entered in to AMC)

(Note: It is optional for BSNL to enter in to AMC and if entered, the following conditions will be applicable)

1. Period of Warranty is one year from the date of acceptance of the last batch of receipt of goods & AMC (if entered) shall be 5 years after expiry of the warranty period or from the date BSNL enters into AMC Agreement which is later as per agreement.
2. The supplier shall establish adequate repair facilities for repair of faulty equipment in India within a period six months from the date of purchase order. The number and location of repair facilities should be such as to meet the requirement of repairs and turn-around time of 21(**Twenty one**) days. The performance bank guarantee shall not be released until the purchaser is satisfied that sufficient repair facilities have been established in addition to the fulfilment of other conditions of the contract. The purchaser reserves the right to blacklist a supplier who does not meet the repair obligation as per the conditions of contract.
3. Annual Maintenance Contract (AMC): (Optional)
This AMC covers not only modules but also the whole power plant and any other accessories.
 - a) AMC (if entered) shall come into effect after completion of warranty period and shall remain valid **for 5 (Five) years** (or as decided). Warranty of equipment/ Units/ terminals shall start from the date of acceptance by the consignee of the last batch of equipment/Units/terminals in the Circle.
 - b) Terms and conditions of AMC shall be applicable during Warranty period including imposition of penalties except that no charges for services provided under Warranty/ extended warranty shall be payable. Amount for penalties will be deducted from the pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply or AMC or from the charges due for AMC.
 - c) It shall be mandatory for the bidders to quote AMC charges in the Price schedule Part B2 of Section-9 Part-B. However, it is optional for BSNL to enter in to AMC.
 - d) For this purpose the bidder shall quote all-inclusive Comprehensive AMC charges for each year. However, GST shall be paid extra as applicable. AMC charges shall NOT be included in evaluation of price bid. The quote for AMC should be as a % (percent) of equipment cost (excluding input tax credit under GST i.e. net cost to BSNL) and it is mandatory to quote yearly charge in Rupees in a column in price sheet under Section-9 of tender document. The vendor should quote the price of all items of the Power Plant separately Section-9 Part-B3..
 - e) The bidder shall establish at least one Nodal Repair Centre in the circle within a period of 4 months (from the date of placement of PO) where their equipment is allotted for supply to keep the turnaround time for repair of faulty equipment/modules/units to minimum.
 - f) The supplier shall provide the list of Nodal Repair Centre and designated Courier service/ agency with their addresses/ Tel. No./ Fax. No./ E-Mail etc. within 4 months from date of placement of P. O.
 - g) The supplier (including designated courier service/ agency) shall accept all the faulty equipment/ terminals/ units for repair or replacement within prescribed turnaround time.
 - h) The bidder shall submit a performance bank guarantee towards fulfilment of obligations under AMC (if entered), equivalent to 2% of the cost of equipment as per P.O. or the first year AMC charges whichever is higher, in a prescribed proforma. The PBG shall be submitted at least two months in advance of date of start of AMC. The PBG shall be valid for a period of 6 (Six) years to cover the 5 (Five) years AMC period. The PBG shall be extendable for a further period as required if there is any delay in start of AMC for any reason. For the additional equipment, the amount of PBG shall be increased at the same rate as indicated above, within a time period of one month of the date of such equipment getting covered under AMC.
 - i) The Performance Bank Guarantee against the P.O. will be released only after submission of PBG against AMC (if entered) and fulfilment of other obligations of AMC or P.O. which are pre-requisite for release of the PBG.

j) For the services rendered during the half-year, the payment shall be made at the end of each half year at circle office, normally within a period of 21 days from the date of submission of bills duly certified by the concerned unit (if entered in to AMC).

k) In case the supplier fails to repair the faulty equipment's/ terminal/ units and deliver the repaired one in the concerned BSNL office within stipulated turnaround time of 21 (Twenty one) days, it shall be liable to pay penalty at the rate as defined in the bid document Rs.500/- (Rupees Five Hundred only) per equipment/ PCB/ Assembly/ Sub-assembly/Terminal/ unit per day/ week or part thereof for the entire period counted from the date of making over the faulty equipment/ Units by BSNL to suppliers/ designated courier to the actual date of delivery of repaired Units including Saturday, Sunday and holidays. Capping on penalty will be 25% of the AMC value for the corresponding period or as decided on case-to-case basis of the AMC value for that period.

l) Any Unit neither returned during the turnaround time period nor declared as RNP (Repair Not Possible) within 60 days of its handing over to the designated courier/ agency/ centre, an amount equivalent to 1.5 times the cost of equipment/ unit shall be levied from the supplier. This cost will not be counted as penalty, for the purpose of 25% cap on penalty as mentioned in above Para.

m) Not more than 1% of the total equipment/ units sent in a year (of AMC) for repair will be declared as RNP (Repair Not Possible) by the supplier. BSNL shall reimburse up to a maximum of 1% of the cost of equipment sent for repair against replacement cost of equipment declared as RNP.

n) The consumables should not be part of AMC. However, if BSNL so desires, the supplier shall be bound to provide these items at the itemized price in their bids for initial currency period of AMC.

4. PREVENTIVE MAINTENANCE (PM) :

- 4.1 PM for complete Power Plant along with modules should be carried out for all supplied Power Plants
- 4.2 Power Plants PM is to be carried out on half yearly basis . The supplier need to be ensure that Power plants PM activity is done for all the supplied quantities in a year.
- 4.3 While submission of half yearly AMC invoices the contractor need to submit reports from the concern field units for those Power Plants the PM is carried out.
- 4.4 In AMC calculation table or clause it should be categorically mentioned that Basic module means the whole PP including main unit, control unit, communication unit, Modules, accessories & spares etc,
- 4.5 Penalty @5% of AMC cost will be imposed in case supplier fails to perform PM of any of the PP supplied. This penalty will be imposed during 2nd half year of AMC period. This penalty is over and above 25% capping as stated above in 3(l) .

Note : The Vendor has to submit the contact details of the service engineer and the concerned in-charge of region.

5. TECHNICAL SUPPORT PROCEDURE:

5.1 The following procedure shall be followed for Technical support:

The vendor shall have its own technical assistance and repair centres in AP Telecom Circle. Vendor shall have sufficient expertise/resources availability. The vendor shall provide details of technical assistance and repair centre's location along with the complete address-phone numbers / FAX numbers/Email etc of the contact persons in advance, in writing to the exchange in charge within the stipulated period of time as mentioned in the above clause. There shall be at least two telephone lines, one mobile number, one email address and one FAX line available with the vendor for registering the faults etc.,.

5.1.1 The Contractor shall also provide the name of alternate contact person /Nodal repair centre along with address, telephone Nos, Fax No., Email ID to be contacted by BSNL staff for support in case of no response /poor response from designated repair centre. This, however, shall not preclude BSNL from imposing the penalties, as applicable, for not fulfilling contractual obligation.

5.2 The details of the faults reported shall be recorded in a prescribed format, called the “**FAULT- DOCKET**” as given in **Appendix-B** of this Agreement. Changes in the “**FAULT- DOCKET**” may be incorporated for better reporting and recording reconciliation of the faults at BSNL Node and also at repair centre of the supplier by mutual agreement and understanding, to best utilize the fault docket facility or as and when such need is felt. To this end changes in fault reporting procedures can also be incorporated.

5.3 In case of any dispute arising regarding duration of fault etc, the Fault Docket as maintained at the BSNL Node shall be the guiding documents to be agreed by both parties.

5.4 The supplier shall also ensure visits of the expert and competent technical staff of the supplier in case the fault is not rectified to the satisfaction of BSNL.

5.5 Once the fault has been rectified and the system services were restored to normalcy, the visiting engineer of the supplier shall record in the Node Log Book, the details of the works done by him for restoration of the faults and also record the details of steps to be taken and procedures to be followed for not only restoration of similar faults by BSNL staff but also for preventing the occurrence of similar faults in future. Similar entries shall be made in the fault docket also.

5.6 The fees quoted for maintenance service of software shall be valid for the software provided at the time of installation & commissioning of the system and subsequent upgrades till the expiry of the AMC.

5.7 The Successful bidder shall be solely responsible for the maintenance and repair of the soft-ware/hardware systems, equipment's and parts, thereof and BSNL shall not be liable to interact with *any* partners/collaborators or sub-contractors of the Contractor.

5.8 Termination Clause: If the purchaser is not satisfied with the performance of the vendor during AMC he should be able to terminate the AMC during its currency, after giving 3 months' notice to the vendor and in such an event the vendor will hand over all the spares as indicated at clause 9 of Section 5 Part A and Clause 2 of Section 5 Part B.

SECTION-6
UNDERTAKING & DECLARATION

6(A) - For understanding the terms & condition of Tender & Specification of work:

a) Certified that:

1.I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

2.If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1.All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.

2.If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

Place:

Signature of Tenderer

Name of Tenderer

Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

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

The format of the certificate to be given is

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

SECTION- 7
PROFORMAS

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

Sub: Bid Security/EMD guarantee:

Whereas M/s R/o (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to/...../ 20..... (here after known as the "Validity date") in favour of Chief General Manager Telecom, AP Circle., Vijayawada (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. Not with standing anything herein contained;

(a)The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.

(b)The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7.In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) %CGMT,BSNL,AP, Vijayawada" payable at Vijayawada.

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 Chief General Manager, Telecom, Andhra Pradesh Telecom, Circle, Vijayawada 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 Chief General Manager, Telecom, A.P Circle, Vijayawada 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, WeBankBranch 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. Not with standing 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 Demand Draft or banker's Cheque in favour of "AO (Cash)%CGMT,BSNL,Vijayawada-520004" payable at Vijayawada.

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

Place:

Date: (Signature of the Bank

Officer) Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of..... (Item of work) which is due to open on.(date) in the Meeting Room, O/o C G MT, A.P.Circle, Vijayawada. We hereby authorize Mr. / Ms. & Mr. / Ms.....(alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative

.....
.....

Signature of Bidder/ Officer authorized to sign

Name of the Representative on behalf of the Bidder
.....

Signature of the alternative Representative
.....

Name of the alternative Representative

Above Signatures Attested

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

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

7(D) Model Amendment Letter Intimating Conditions for Extension of Delivery Period

(Refer to Appendix (i) to clause 15.3 of Section-5 Part A)

Registered Ack. Due

Address of the purchaser

To
M/s

Sub: This office contract no.....dated.....placed on you for supply of

Ref : Your letter no. dated

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

- 1.That, liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
- 2.That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.
- 3.That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 24 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.
- 4.An additional BG of Rs._____in accordance with clause 15.3, Section- 5PartA of the contract with validity up to _____.
- 5.An undertaking as required vide clause 24.3, Section-5A. Otherwise furnish the details as requisite in clause 24.4 section 5 Part A" Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours
faithfully,

(.....)

for and on behalf of.....

Note: The entries which are not applicable for the case under consideration are to be deleted.

7(E)- Model Amendment Letter for Extension of Delivery Period

Appendix (ii) to clause 15.3 of Section-5 Part A Registered

Registered Acknowledgement Due

Address of the purchaser

To

M/s

Sub : This office contract no..... dated placed on you for supply of

Ref : 1. Your letter no..... dated requesting DP extension

2.This office letter no. dated intimating conditions for DP extension

3.Your letter no..... dated accepting the conditions for DP extension

In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2). In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from _____(last delivery period) to _____ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

(a)Liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.

(b)Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- 5 Part A.

(c)The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of.....

Copy to :

.....

.....

.....

(All concerned)

Note:- The entries which are not applicable for the case under consideration are to be deleted.

7(F) FORMAT FOR ANNUAL MAINTENANCE CONTRACT (AMC) (Optional)

This agreement is made on theday of (Month and Year) to be effective from _____ between M/s Bharat Sanchar Nigam Limited a company registered under the Companies ACT 1956 license to provide all types of telecom services and having its registered office at 10th floor, Statesman House, 148, Barakhamba Road, New Delhi-110 001 (hereinafter called the BSNL) of the ONE PART

AND

M/Sa company registered under the Companies Act 1956 and having its registered office at.....(hereinafter called SUPPLIER which expression shall unless repugnant to the context, include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART for Annual Maintenance of SMPS Power Plants of various capacities supplied in AP Telecom Circle.

WHEREAS BSNL has placed purchase order on the SUPPLIER vide No. _____ dated _____ for supply of SMPS Power Plant against tender No. _____, dated _____.

WHEREAS the SUPPLIER has made the offer to duly comply with all the provisions of the Bid Document, including those pertaining to post Warranty Annual Maintenance Contract, after making himself fully aware and understanding fully the implication of the terms and conditions and specifications mentioned therein and which has been accepted by BSNL on the terms and conditions mentioned hereafter and after ascertaining that the SUPPLIER is fully capable of complying with the aforesaid terms of the Bid Document /purchase order.

NOW the AGREEMENT WITNESSES as follows:

1.SCOPE & TERMS:

1. The Annual Maintenance Contract shall start immediately after One year warranty period ends or from the date BSNL enters the agreement whichever is later. The comprehensive Annual Maintenance Contract (herein after called AMC) shall be for FIVE years (or as decided at the time of agreement).

1.1 Extension of this contract beyond initial time of Five years /agreed time shall be negotiable, depending on the performance of the contractor during the term. However it shall be optional for BSNL not to enter into the AMC agreement further with the contractor.

2. During the period of AMC the successful bidder (herein after called the Contractor) shall perform the following activities for all the power plants awarded in the Purchase order.

(i) Diagnose the hardware & software faults if any.

(ii) Rectify the hardware/software faults if any.

(iii) Repair/replace the faulty PCBs/Module/ /Units/Terminals and any other part etc. of the equipment. (iv) Carry out the periodic preventive maintenance.

(v) Deliver the repaired equipment at the concerned BSNL office within a maximum period of 21 days of its receipt at it's Nodal repair centre and get it tested to the satisfaction of BSNL.

3. The bidder shall provide service/maintenance to the purchaser, in the presence of user, at the locations where Hardware and Software products will be installed.

4. The supplier shall be solely responsible for repair of the faulty Power plant equipment and its parts, and BSNL shall not be liable to interact with any of the partners /collaborators or Sub suppliers of the Supplier.

2. CONDITIONS:

A) The Supplier shall quote for year-wise comprehensive Annual Maintenance Contract for **FIVE YEARS**, the finalised prices of which shall become effective at the end of the warranty period /from the date BSNL enters the agreement. The Price shall be quoted as a percentage of the equipment cost. The charges shall be inclusive of the visit of the supplier's engineers as and when required.

B) Repair of faulty equipment and setting up of Repair Facilities:

a) The supplier shall establish adequate repair facilities for repair of faulty equipment in India within a period Four (4) months from the date of purchase order. The number and location of repair facilities should be such as to meet the requirement of repairs and turn-around time provided in the special conditions in Section-5 Part B of this Tender document. The supplier shall clearly indicate the locations for repair and provide name of contact person at such locations along with address, telephone No., Fax No., E mail id etc.

b) The supplier shall also provide the name of alternate contact person /Nodal repair centre along with address, telephone No., Fax No., E mail ID etc., to be contacted by BSNL staff for support in case of no response /poor response from designated Repair centre. This, however, shall not preclude BSNL from imposing the penalties, as applicable, for not fulfilling contractual obligations.

c) The Nodal Repair Centre shall receive the faulty Power plant equipment from BSNL and repair/replace them with good ones within a maximum turn around period of 21 days.

d) The performance bank guarantee shall not be released until the purchaser is satisfied that sufficient repair facilities have been established in addition to the fulfilment of other conditions of the contract. The purchaser reserves the right to blacklist a supplier who does not meet the repair obligation as per the conditions of contract.

e) The supplier shall quote rates for repair of each Power plant / module in Section-9 Part B2 as a percentage of the cost of that Power plant /module and also the value in rupees. Total cost of repair for each type of Power plant /module shall be quoted.

3. Annual Maintenance Contract (AMC):(if entered)

a) AMC shall come into effect immediately after completion of warranty period /from the date BSNL enters the agreement and shall remain valid for **Five (5) years /as decided during agreement**. Warranty of Power plant equipment/ modules/ Units/ terminals shall start from the date of acceptance by the consignee of the last batch of Power plant equipment/ modules /Units /terminals in the Circle.

b) Terms and conditions of AMC shall be applicable during Warranty period including imposition of penalties except that no charges for services provided under Warranty/ extended warranty shall be payable. Amount for penalties will be deducted from the pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply or AMC or from the charges due for AMC.

c) It shall be mandatory for the bidders to quote AMC charges in the Price schedule Part B2 of Section-9 Part-B. However, it is optional for BSNL to enter in to AMC.

d) For this purpose the bidder shall quote all-inclusive Comprehensive AMC charges for each year. However, GST shall be paid extra as applicable. AMC charges shall not be included in evaluation of price bid. The quote for AMC should be as a % (percent) of equipment basic cost.

e) The bidder shall establish at least one Nodal Repair Center in the country or each region / circle of BSNL within a period of 4 months (from the date of placement of PO) or as defined in the bid document, where their equipment is allotted for supply to keep the turnaround time for repair of faulty Power plant equipment/ modules/terminals/units to minimum.

- f) The supplier shall provide the list of Nodal Repair Center and designated Courier service/ agency with their addresses/ Tel. No./ Fax. No./ E-Mail etc. within 4 months from date of placement of P. O.
- g) The supplier (including designated courier service / agency) shall accept all the faulty equipment / modules / units for repair or replacement within prescribed turnaround time.
- h) The bidder shall submit a performance bank guarantee towards fulfillment of obligations under AMC (if entered), equivalent to 2% of the cost of equipment as per P.O. or the first year AMC charge pertaining to that Circle whichever is higher, in a prescribed proforma. The PBG shall be submitted at least two months in advance of date of start of AMC. The PBG shall be valid for a period of 6 (Six) years to cover the 5 (Five) years AMC period. The PBG shall be extendable for a further period as required if there is any delay in start of AMC for any reason. For the additional equipment, the amount of PBG shall be increased at the same rate as indicated above, within a time period of one month of the date of such equipment getting covered under AMC.
- i) The Performance Bank Guarantee against the P.O. will be released only after submission of PBG against AMC (if entered) and fulfillment of other obligations of AMC or P.O. which are pre-requisite for release of the PBG.
- j) For the services rendered during the half-year, the payment shall be made at the end of each half year at circle office, normally within a period of 21 days from the date of submission of bills duly certified by the concerned unit
- (k) In case the supplier fails to repair the faulty equipment/ terminal/ units and deliver the repaired one in the concerned BSNL office within stipulated turnaround time of **Twenty one days**, it shall be liable to pay penalty at the rate as defined in the bid document **Rs.500 (Rupees Five Hundred only)** per Power plant equipment/ modules /equipment/ PCB/ Assembly/ Sub-assembly/Terminal/ unit per day / week or part thereof for the entire period counted from the date of making over the faulty equipment/ Units by BSNL to suppliers / designated courier to the actual date of delivery of repaired Units including Saturday, Sunday and holidays. Capping on penalty will be 25% of the AMC value for the corresponding period or as decided on case-to-case basis of the AMC value for that period.
- l) Any Equipment /Unit/module neither returned during the turnaround time period nor declared as RNP (Repair Not Possible) within 60 days of its handing over to the designated courier/ agency/ center, an amount equivalent to 1.5 times the cost of equipment/ unit module shall be levied from the supplier. This cost will not be counted as penalty, for the purpose of 25% cap on penalty as mentioned in above Para.
- m) Not more than 1% of the total equipment/ units sent in a year (of AMC) for repair will be declared as RNP (Repair Not Possible) by the supplier. BSNL shall reimburse up to a maximum of 1% of the cost of equipment sent for repair against replacement cost of equipment declared as RNP.
- n) Any Power plant equipment /module becoming faulty due to lightning shall be repaired /replaced by the supplier as part of AMC.
- o) The packing and safe transportation of equipment /modules including accessories etc., should be supplier's responsibility.
- p) All costs of Courier charges /packing/transportation /insurance etc of the equipment /modules should be born by the Supplier till it is returned to the BSNL .
- q) Payments: Annual Charges for AMC shall be as given in the Purchase order. For the service rendered during the half -year, the payment shall be made at the end of half year at the Circle office, within a period of 21 days from the date of submission of bills duly certified by the SSA concerned.
- r) The consumables should not be part of AMC. However, if BSNL so desires, the supplier shall be bound to provide these items at the itemized price in their bids for initial currency period of AMC. **TECHNICAL SUPPORT.**

4. PREVENTIVE MAINTENANCE (PM) :

- 4.1) PM for complete Power Plant along with modules should be carried out for all supplied Power Plants
- 4.2) Power Plants PM is to be carried out on half yearly basis. The supplier need to be ensure that Power plants PM activity is done for all the supplied quantities in a year.
- 4.3) While submission of half yearly AMC invoices the contractor need to submit reports from the concern field units for those Power Plants the PM is carried out.
- 4.4) In AMC calculation table or clause it should be categorically mentioned that Basic module means the whole PP including main unit, control unit, communication unit, Modules, accessories & spares etc,
- 4.5) Penalty @5% of AMC cost will be imposed in case supplier fails to perform PM of any of the PP supplied. This penalty will be imposed during 2nd half year of AMC period. This penalty is over and above 25% capping as stated above in 3(l) .

Note : The Vendor has to submit the contact details of the service engineer and the concerned in-charge of region.

5. PROCEDURE:

5.1) The following procedure shall be followed for Technical support: The vendor shall have its own technical assistance and repair centres in Andhra Pradesh & Andhra Pradesh Telecom Circles area. Vendor shall have sufficient expertise/resources availability. The vendor shall provide details of technical assistance and repair centre's location along with the complete address-phone numbers / FAX numbers/Email etc., of the contact persons in advance, in writing to the exchange in charge within the stipulated period of time as mentioned in the above clause. There shall be at least two telephone lines, one mobile number, one email address and one FAX line available with the vendor for registering the faults etc.,

5.1.1) The Contractor shall also provide the name of alternate contact person /Nodal Repair Centre along with address, Telephone No., Fax No., E mail ID to be contacted by BSNL staff for support in case of no response from designated Repair Centre. This, however, shall not preclude BSNL from imposing the penalties, as applicable, for not fulfilling contractual obligations.

5.2) The details of the faults reported shall be recorded in a prescribed format, called the "**FAULT- DOCKET**" as given in **Appendix-B** of this Agreement. Changes in the "**FAULT- DOCKET**" may be incorporated for better reporting and recording reconciliation of the faults at BSNL Node and also at repair centre of the supplier by mutual agreement and understanding, to best utilize the fault docket facility or as and when such need is felt. To this end changes in fault reporting procedures can also be incorporated.

5.3) In case of any dispute arising regarding duration of fault etc, the Fault Docket as maintained at the BSNL Node shall be the guiding documents to be agreed by both parties.

5.4) The supplier shall also ensure visits of the expert and competent technical staff of the supplier in case the fault is not rectified to the satisfaction of BSNL.

5.5) Once the fault has been rectified and the system services were restored to normalcy, the visiting engineer of the supplier shall record in the Node Log Book, the details of the works done by him for restoration of the faults and also record the details of steps to be taken and procedures to be followed for not only restoration of similar faults by BSNL staff but also for preventing the occurrence of similar faults in future. Similar entries shall be made in the fault docket also.

5.6) The fees quoted for maintenance service of software shall be valid for the software provided at the time of installation & commissioning of the system and subsequent upgrades till the expiry of the AMC.

5.7) The Successful bidder shall be solely responsible for the maintenance and repair of the software/hardware systems, equipment's and parts, thereof and BSNL shall not be liable to interact with **any** partners/collaborators or sub-contractors of the Contractor.

5.8). Termination Clause: If the purchaser is not satisfied with the performance of the vendor during AMC he should be able to terminate the AMC during its currency, after giving 3 months notice to the vendor and in such an event the vendor will handover all the spares as indicated at clause 9 of Section 5 Part A and Clause 2 of Section 5 Part B.

6. FORCE MAJEURE

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

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

7. SET OFF.

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

Appendix-B
To the AMC (Optional)
BHARAT SANCHAR NIGAM LIMITED
FAULT-DOCKET FOR SMPS POWER PLANT

Name of Node: SSA: Docket Sl.No:

File No:

From:-
Name: (of the officer incharge / duty officer of the station) Designation:

To,
M/s -----(the SUPPLIER)
Address:(of the Technical support / Centre)

- 1.1. Date-----Time-----(of occurrence of fault)
- 1.2. Date-----Time-----(of Reporting of fault)
2. Fault Reported to: Repair Center (name of the person) on phone:
3. Mode of Reporting: Phone, FAX, e-mail (Tick whichever is applicable)
4. Description of fault & observation of the reporting officer:
5. Date & time of restoration & duration of fault:
6. Date_____Time_____(in hours & minutes)
Duration of Fault: _____days____Hours____minutes.
Date & time of arrival of SUPPLIER'S expert at site / station of fault: Date__Time _____. (in hours & minutes)
7. Brief observation and works done by the SUPPLIER's staff / expert: Date & Time of restoration of the equipment (Power Plant):
8. Total duration of Fault:_____days____Hrs____minutes.
9. Remarks of officer in charge (if any):
10. Remarks of visiting engineer (of SUPPLIER), if any:

Signature:
Name:
Designation: (of BSNL Staff / in charge of the station)

SECTION- 8
Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire to be filled online

(To be filled in online as per the online Form/ template available 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.:

SL.NO	NAME	NAME OF THE FATHER	DESIGNATION	DIN NO.	TEL. NO. OFF/RES	ADDRESS
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 AP/Telangana State? If so state its Address

.....
.....

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

GSTN 1 GSTN 2
GSTN 3 and so on

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1: If Yes, Give details

.....
.....

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

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

NOTE: The bidder has to fill all the above blanks compulsorily.

SECTION-9 Part-A

BID FORM

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 proper as per the online process so as to prevent any subsequent alteration and replacement.

3.We agree to abide by this Bid for a period ofdays from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.

4.We understand that you are not bound to accept the lowest or any bid, you may receive.

5.If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.

6.If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).

7.Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated:..... day of..... 20...

Signature

Witness Name

Signature..... In the capacity of

Name Duly authorized to sign the bid for and on

Address..... behalf of.....

SECTION-9 Part-B1
Part I-Price Schedule for Indigenous Equipment
 (To be submitted online as per the online template/ Form available)

S.L. NO	Item Description	Qty. (in Nos)	Ex-Factory Price (Basic Unit Price exclusive of all levies & Charges)	F.F Pkg & I		GST						All Inclusive Unit Cost	Amt. of Input Tax Cr.(ITC) to be availed by BSNL	Unit Price excluding ITC Amt. (Net cost to BSNL)	Total Price inclusive of all levies and charges but excluding ITC (net cost to BSNL)	HSN For Goods (8 Digits)
				%	Amt	CGST		SGST		IGST						
						%	Amt	%	Amt	%	Amt					
1	2	3	4	5	6=5x4	7	8=7x(4+6)	9	10=9X(4+6)	11	12=11X(4+6)	13=4+6(8+10) or 12	14=(8+10) or 12	15=13-14	16=3x13	17
1	25A(7+1) Sing Ph ID UC 200A	137														
	TOTAL	137														

Note 1: The quantities will be distributed in Andhra Pradesh State only.

Note 2: The Eligible bidder can participate in any/all capacities of batteries. The bidder should mandatorily quote all the quantities for specific capacity. Quoting for split quantities for specific capacity will not be considered and will result in rejection of bid. The above quantities are tentative and may vary depending on BSNL requirement.

Notes for bidder:

1. Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required.

2. The bidder who submit the offer with concessional goods and service tax (GST) shall submit proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/service.

3. In case is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 7 to 12 & 14.

4. %age rate of FF & Packing should be shown of Basic unit price excluding all taxes and charges (ie. as %age of column 4).

5. The FF and Packing amount quoted shall not be subject to change after bid evaluation/ordering on account of change of copper lead base price, changing duties and taxes of item, etc.

6. Bidder must mandatorily mention HSN and SAC Numbers.

Declaration by the bidder:

1. "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1st July 2017 and further extended on more items till date".

2. "We hereby certify that HSN/SAC shown in column 17 are correct & Credit of GST for the amount shown in column 14 above are admissible as per GST laws".

Section -9 Part-B1

Part - II- Price Schedule for Imported Category

SoR Item Description	Total quantity	Basic Unit Price excluding all taxes & charges	Per unit CIF cost	Assessable value	Custom Duty								GST on FF packing						All inclusive Unit cost	Amount of Input tax Credit (ITC) to be availed by	Unit price excluding ITC amount (net unit cost to BSNL)	Total price inclusive of all levies and charges but excluding ITC (net total cost)	S ta	and SAC for ser-											
					BC D		EU an d SH EC		IG ST		FF & pa cki ng		GS T on FF pa cki ng		CGST	SGST	IGST																		
					Rate	Amount	Rate	Amount	Rate	Amount	Rate *	Amount	Rate	Amount				Rate							Amount	Rate	Amount								
					5	6=5x4c7	8=6x79	10=(4c+6+8)x9	11	12=11x4c	13	14=13x12	15	16=15x12	17	18=17x12	19=4c+6+8+10+12+[(14+16) or 18]	20=10+[(14+16) or 18]							21=19-20	22=3*21	23	24							
1	25A(7+1)/Single Phase/Indoor	137																																	

Notes for bidder:

- 1Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required
- 2If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4c & the Goods and Services Tax (GST) in column 13 to 18 with calculations based on basic AMC cost quoted in Col. 4c. The bidder who submits the offer with concessional Goods and Services Tax (GST) shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the 3goods/services.
- 4In case , dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 9,10,13 to 18 & 20 5* % age Rate of FF & packing should be shown of Assessable value (i.e as %age of Col.4c)
- 6The FF & packing amount quoted shall not be subject to change after bid evaluation/ ordering on account of change of Copper.Lead base price, changes in duties & taxes of item etc. 7Bidder must mandatorily mention HSN & SAC numbers

Declaration by bidder 1) We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date".

1"We hereby certify that CTH shown in Col 23 and HSN/ SAC shown in **column 24** are correct & credit of GST for the amount shown in column 20 above are admissible as per GST Laws.

Name of Bidder :

SECTION – 9 (PART- B2)

Price Schedule for Annual Maintenance Contract (AMC)

SL.NO.	SMPS POWER PLANT OF CA- PACITY	YEAR	RATES QUOTED	25A(7+1)/Single Phase/(Indoor) UC 200A (Qty- 137 No.)
1	BASIC COSAT OF THE MODULE (EXCLUSIVE OF TAXES AND LEVIES IN Rs.)			
4	AMC AFTER WARRANTY IN % BASIC PRICE OF POWERPLAN T QUOTED IN ITEM 4/4A OF PART B1 OF Sec -9 (Part-1 Part- II)	1 st Year	%	
			Rs.	
		2 nd Year	%	
			Rs.	
		3 rd Year	%	
			Rs.	
		4 th Year	%	
			Rs.	
		5 th Year	%	
			Rs.	
5	GST ON ITEM NO 4 ABOVE	1 st Year	%	
			Rs.	
		2 nd Year	%	
			Rs.	
		3 rd Year	%	
			Rs.	
		4 th Year	%	
			Rs.	
		5 th Year	%	
			Rs.	

Note:

The Module Cost and AMC charges quoted in Part-B2 will not be considered for evaluation. However quoting the Price in Part-B1 & Part-B2 is mandatory. The Module cost will remain valid for the period of Warranty and AMC (If entered in to AMC).

SECTION – 9 Part –B3
(Details of Bill of Material (BoM))

SL. no	SMPS Power Plant of Capacity	Basic Cost of the Module (Exclusive of Taxes and levies) in Rs.	Basic Cost of the Main Unit (Exclusive of Taxes and levies) in Rs.	Basic Cost of the Control Unit (Exclusive of Taxes and levies) in Rs.	Basic Cost of the Communication Unit (Exclusive of Taxes and levies) in Rs.	Basic Cost of the Accessories (Exclusive of Taxes and levies) in Rs.
1	25A(7+1) Single phase ID UC 200A					

NOTE: The bidder has to quote the price of BoM in the above table in online.

COMPLIANCE STATEMENT OF SECTION 4 Part A and Part B

1.The compliance statement should be unambiguous and firm. Vendor shall write” compliant” or “non-compliant” against each item and clause in the compliance statement. Any other word like “noted”, “agreed”, “understood”, etc., would be treated as not complied

2.Any wrong/ambiguous statement in the compliance statement may lead to rejection of the Tender

Clause No.	Compliance	Non-Compliant	If Non-compliant,mention DEVIATIONS if any
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
	Part B		
1			
2			
3			
4			

COMPLIANCE STATEMENT OF SECTION 4 Part C

1. The compliance statement should be unambiguous and firm. Vendor shall write "compliant" or "non-compliant" against each item and clause in the compliance statement. Any other word like "noted", "agreed", "understood", etc., would be treated as not complied

Any wrong/ambiguous statement in the compliance statement may lead to rejection of the Tender

Part – C	Compliant	Non-Compliant	If Non-compliant, Mention DEVIATIONS if any
1			
2			
3			
4			
5			
6			
7			
8			
9			

COMPLIANCE STATEMENT OF SECTION 5 Part A, Part B & Part C

1.The compliance statement should be unambiguous and firm. Vendor shall write” compliant” or “non-compliant” against each item and clause in the compliance statement. Any other word like “noted”, “agreed”, “understood”, etc., would be treated as not complied

2.Any wrong/ambiguous statement in the compliance statement may lead to rejection of the Tender

Clause No.	Compliance		
	Compliant	Non-Compliant	If Non-compliant,mention DEVIATIONS if any
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
	Part B		
1			
2			
	Part C		
1			
2			
3			
4			
5			

CHECK-LIST

S.No	Required Documents	Submitted / Not
A	Physical Submission	
1	Cost of the Tender Document (in original)	
2	EMD (in original)- Bid security in the form of DD / BG valid for 180 days from the date of tender opening	
3	Notarised Power of Attorney (in original)	
B	Technical Bid	
1	Registration certificate from State Directorate of Industries or IEM (Industrial Entrepreneur Memorandum) acknowledgment from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India	
2	Approval from Reserve Bank of India /SIA in case of Foreign Collaboration(if applicable)	
3	Type approval Certificate given by Telecom Engineering center (TEC) or TSEC issued by the Quality Assurance Circle of BSNL or Proof of having applied for TSEC (QF 103)	
4	Inspection Certificate issued by BSNL (QA) for execution of Educational/Commercial Order, Or proof of having supplied 25% of tender Quantity to any other Telecom service provider	
5	Valid Pan No.	
6	Valid MSE or MSME Certificate (i.e. NSIC/DIC/KVIC/KVIB e.t.c. as applicable)	
7	Proof of GST registration Certificate.	
8	Certificate of incorporation	
9	Article or Memorandum of Association or Partnership deed or proprietorship deed as the case may be and the amendments, if any.	
10	Latest audited annual report OR a certificate from its bankers to assess its solvency/ financial capability. [10.2(a) of section-4 Part-A].	
11	Clause-by-clause compliance	
12	Certificates from all Directors stating that none of their near relatives are working in BSNL.(Section -6(B))	
13	Bidder's profile and Questionnaire Section-8 duly filled	
14	Undertaking and Declaration Section-6 duly filled	
15	Documentary evidence about technical and production capability necessary to perform the contract [10.2(b) of section-4 Part-A]	
16	Uploading of Bid Document all pages signed by authorized person along with seal	
17	Bid Form Section 9 Part A	
18	List of Directors including their names, DIN No. along with contact Nos of Office and residence.	
19	Additional Documents to establish the eligibility (if any)	
20	Undertaking as per clause 10.5 of Section -4 Part-A	
21	Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.(if applicable)	
22	Self-Declaration of not Black Listed.	
23	Proof of successful Execution of Education / Commercial Orders	
24	Self Declaration of Non alteration of Tender Document as per 12.1 Of Section -1 Part-A	

S.No	Required Documents	Submitted / Not
C	PRICE BID	
1	Filling up of Section-9 Part-B1 Part-I Price Schedule for items to be supplied under indigenous category	
2	Filling up of Section-9 Part-B1 Part-II Price Schedule for items to be supplied under imported category	
3	Filling up of Section-9 Part-B2 (AMC)	
4	Filling up of Section-9 Part-B3 (BoM)	