

**BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE GENERAL MANAGER
WEST GODAVARI TELECOM DISTRICT, ELURU**

**E-TENDER FOR PROCUREMENT OF MAINTENANCE
FREE ENGINE ALTERNATOR STARTUP BATTERIES AND
BATTERY CHARGERS IN WEST GODAVARI SSA
FOR THE YEAR 2020-21
E-TENDER No.GMTD-ELURU/ESTM/STARTUP
BATTERIES/III/2020-21**

**TECHNICAL BID
(PART A)**

**TENDER SCHEDULE FOR PROCUREMENT OF MAINTENANCE
FREE ENGINE ALTERNATOR STARTUP BATTERIES AND
BATTERY CHARGERS IN WEST GODAVARI SSA-2020-21**

Signature of the bidder

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE GENERAL MANAGER WEST GODAVARI TELECOM
DISTRICT, BSNL BHAVAN, ELURU-534 002

TECHNICAL BID

**TENDER SCHEDULE FOR PROCUREMENT OF
MAINTENANCE FREE ENGINE ALTERNATOR
STARTUP BATTERIES AND BATTERY CHARGERS IN
WEST GODAVARI SSA-2020-21**

This tender is floated for procurement of maintenance free Engine Alternator Startup Batteries and Battery Chargers in West Godavari SSA. Approximately 284 Nos. of Startup Batteries and 170 Nos. of Battery Chargers are required for BSNL Exchanges & NBSNL Cell Sites in West Godavari SSA.

CASH RECEIPT No. :
DATE :
AMOUNT : **Rs.590/- (Rs.500/- + 90/- GST)**
ISSUED TO :

Asst. General Manager (Plg.)
%.GMTD, BSNL, ELURU

Signature of the bidder

SECTION-1
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
% The General Manager Telecom, West Godavari District
BSNL Bhavan, ELURU-534 002.

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To

E-Tender No.GMTD-ELURU/ESTM/STARTUP BATTERIES/II/2020-21/ dtd @ ELR the 29-06-2020

Sub: - E-Tender document for procurement of Maintenance free Engine Alternator Startup Batteries and Battery Chargers for BSNL Exchanges & NBSNL Cell Sites in West Godavari District for the year 2020-21 through **e-procurement**.

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

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If interested, kindly submit your offers to by means of online bids only for Electronic Tendering at the portal detailed in 'Special Instructions to Bidders for E-Tendering' before 15:00 hours of 03-08-2020.

AGM (PLG.)
Tel.: 08812-230750.
E-Mail: gdpcellonel@gmail.com

Signature of the bidder

SECTION – 1 Part A

**DETAILED NOTICE INVITING TENDER (DNIT)
BHARAT SANCHAR NIGAM LIMITED**
(A Government of India Enterprise)
% The General Manager Telecom, WGTD
BSNL Bhavan, ELURU-534 002.

Sealed Tenders (Digitally Signed) through E-Tender are invited by GMTD, West Godavari, ELURU for supply of the following.

Sl. No.	Name of the Item/ work	Estimated Quantity (Nos)	Cost of Tender Document	Earnest Money Deposit (Rs.)	Security Deposit (Rs.)
1	90 AH EA Startup Batteries	153 Nos	Rs.590/-	2.5% of Estimated Tender Cost of Rs.26,00,000/- i.e. Rs.65,000/-	10% of the Total Tender Value & will be communicated to the successful tenderer
2	130 AH EA Startup Batteries	107 Nos			
3	150 AH EA Startup Batteries	17 Nos			
4	180 AH EA Startup Batteries	07 Nos			
5	12V Battery Chargers	170 Nos			

Note 1: The quantity /no. 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: The vendor has to supply the required items on need basis during a tender validity period of 1 year from the date of award of tender, within the estimated cost of the tender.

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

2.1 The bidders downloading the tender document are required to submit the tender fee amount Rs:590/- (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 **The Accounts Officer (Cash), %G.MT.D., BSNL, ELURU-534002** and payable at Eluru.

2.2 The tender documents shall be issued free of cost to 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.

3.0 Availability of Tender Document: The Tender document shall be available for downloading from **13-07-2020 onwards upto 10.00 hrs on 03-08-2020**.

3.1 In case of tenders invited through e-tendering process, Physical copy of the tender document would not be available for sale.

Note 3:The Tender document shall be available for download upto 05 minutes before its closing time and date.

Signature of the bidder

4. Eligibility Criteria:

1. The eligible bidder should be an Indian company registered to manufacture the tendered items or authorized dealer/reseller to supply the tendered items and submit the necessary documentary proof for the same. Copy of Registration / Authorization certificates shall be enclosed in the tender document.
2. The firm must have Experience towards Supply of tendered items to Govt. / Semi Govt. / Public Sector Units for the item mentioned in table-A & experience certificate should be issued by the officer not below the rank of DGM or Sales Head of the Circle in respect of other operators.
3. The bidder should have
 - i. Valid PAN No.
 - ii. Valid Goods and Services Tax Registration Certificate No(s). or mention as unregistered dealer.
 - iii. A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
 - iv. In case of multiple GST numbers, all the numbers can be provided
4. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.

5. Bid Security/EMD:

5.1 The bidder should pay 2.5% of the Estimated Tender Cost towards EMD in DD/BC, drawn after the date of publication of NIT in favour of Accounts Officer (Cash), BSNL, O/o GMTD, Eluru payable at Eluru on any Nationalized/Scheduled Bank or in the form of Bank Guarantee from any Nationalized/Scheduled Bank drawn in favour of GMTD, BSNL Eluru which should be valid for **180 days** from the tender opening date, is to be submitted (as per the prescribed format given in the Section –7).

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 MSE for the tendered item.

6 Security Deposit:

The Successful tenderer should pay 10% of the total value of the tender towards Security Deposit (SD) in cash/DD/Bank Guarantee from any National Bank/Scheduled Bank within Fourteen days from the issue of the Advance Purchase Order (APO) in favour of Accounts Officer (Cash), BSNL, O/o GMTD, Eluru payable at Eluru. In case, the successful tenderer is failed to pay the security deposit within the stipulated time/date, the EMD paid by the tenderer will be forfeited in favour of BHARAT SANCHAR NIGAM LIMITED and the tenderer is liable to be black-listed and will not be allowed to participate in future tenders of BSNL tender. The SD amount will be released only after the completion of the contract period and warranty period without any interest, subject to the satisfactory service. Also, an Agreement shall be executed on Rs.100/- non-judicial stamped paper. The cost of stamp paper is to be borne by the tenderer. The Award letter will be issued only on receipt of the security deposit and agreement.

7. Date & Time of Submission of Tender bid: As specified in the covering letter of this tender document i.e. up to **15.00 Hrs on 03-08-2020.**

Note 4:- 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

Signature of the bidder

Same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

8. Opening of Tender Bids: As per the schedule given below:

Date of Opening of Technical Bid : At 15.00 Hrs of 04.08.2020
Date of Opening of Financial Bid : Will be intimated later

9. 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 in the Chamber of AGM(Plg.), %.GMTD, Eluru where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE). Please refer clause 19 of Section – 4 Part A.

10. Tender bids received after submission/due time & date will not be accepted. Incomplete, ambiguous, conditional tender bids are liable to be rejected.

11. 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.

12. The GMTD, BSNL, ELURU reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

13.1 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://etenders.gov.in>".

13.2 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 5: - 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.

Note 6:- All computer generated documents should be duly attested/ signed by the issuing organization and same has to be uploaded online under digital signature.

**AGM (Plg.)
%.GMTD, BSNL, ELURU**

Signature of the bidder

SECTION- 2 Tender Information

1. Type of tender- :

Single Stage bid submission - Two stage opening using two electronic Envelopes {followed by e-Reverse auction (if required)}

Note: The bids will be evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened. Tender received after the prescribed date and time will not be entertained.

2 Bid Validity Period : 180 days from the tender opening date.

3 In case of 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 Bid security (original copy)
- ii) Cost of the tender documents i.e. tender fee.DD/ Banker's Cheque
- iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT
- iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
- v) Clause by clause compliance as per clause 11.2 of Section-4A
- vi) Bidder's Profile & Questionnaire duly filled & signed.
- vii) Non-Relation Certificate duly filled & signed.
- viii) Undertaking & declaration duly filled & signed
- ix) Documents stated in clause 10 of Section-4 Part A.
- x) Tender documents duly signed at the end of each section for having read it and accepted it shall be scanned and uploaded.
- xi) Tender/ Bid form- Section 9 Part A.
- xii) Electronic form-Technical

b) Financial envelope shall contain:

Electronic Form- financial along with Price Schedule as per online price Bid Template/Form (Section 9 Part-B).

Note 7 :- All the scanned documents (copies) should be uploaded in the Technical Bid both in **ON Line & OFF Line and OFF Line envelop** should be submitted to AGM (Plg.), O/o GMTD, BSNL, ELURU-534002 on or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear the tender number, name of work and the phrase:

"Do Not Open Before (due date & time of opening of tender)".

Note 8 : Financial Bid should be submitted online only in the portal "<http://etenders.gov.in>". **No other mode of submission of financial bid is accepted under any circumstances.**

4 Payment of Terms

Payment of 90% of the price shall be made on receipt of goods by consignee and the balance 10% will be released after the completion of warranty period from the date of supply of the equipment in case there are no damages/shortages, as per Clause 11 of Section 5 Part A.

Signature of the bidder

5 Delivery Schedule:

The delivery of the material should be completed within 10 days from date of PO. The POs will be issued on need basis during a period of 1 year from the date of award of tender, with in the estimated cost of the tender.

6 Consignee:

Consignee details will be intimated in Detailed Purchase Orders.

7 Evaluation:

Evaluation of the financial bids will be taken up on net cost (all inclusive Unit cost) for each item to BSNL and the quantity will be distributed among the Bidders according to Clause 3 of Section 4 Part B.

Signature of the bidder

SECTION- 3 Part A

SCOPE OF WORK

Supply of Maintenance free EA Startup Batteries and Battery Chargers for Exchanges & Cell BTS Sites of BSNL, West Godavari SSA for the year 2020-21.

SECTION- 3 Part B

TECHNICAL SPECIFICATIONS/ Requirements

The EA Maintenance free Startup Batteries and Battery Chargers shall confirm to the Technical Specifications as mentioned below.

SI.No	Item	Quantity	Make
1	90 AH Startup Batteries	153 Nos	AMARA RAJA/ EXIDE
2	130 AH Startup Batteries	107 Nos	
3	150 AH Startup Batteries	17 Nos	
4	180 AH Startup Batteries	7 Nos	
5	12V Battery Chargers	170 Nos	

Signature of the bidder

SECTION-3 Part C

SCHEDULE OF REQUIREMENTS (SOR)

Sl. NO.	GOODS	QUANTITY (Nos.)	MAKE	Rate per Battery with buy back (Rs.) *	Rate per Battery without buy back (Rs.) *
1	90 AH Startup Batteries	153	AMARA RAJA/ EXIDE	To be quoted in the Financial Bid (Part B), Price Schedule	To be quoted in the Financial Bid (Part B), Price Schedule
2	130 AH Startup Batteries	107			
3	150 AH Startup Batteries	17			
4	180 AH Startup Batteries	07			
5	12V Battery Chargers	170			

* The bidders must quote rates for each of the above including delivery at the BSNL Stores, Tadepalligudem.

Note 9 : Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above. The detailed Bill of Material should clearly mention all the components including quantities, constituting the SOR item. The priced Bill of Material should be submitted in the envelope containing the price bid and unpriced Bill of Material should be submitted in the envelope containing the techno-commercial part. There should not be any difference in the items and quantities in the priced and the unpriced BOMs.

Signature of the bidder

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS

- (a) "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), ELURU
- (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 BSNL specifications 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

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 "<http://etenders.gov.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 21 days prior to the date of opening of the Tenders.

Signature of the bidder

5.2 Any clarification issued by BSNL in response to query raised by 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 to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

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

7.0 DOCUMENTS COMPRISING THE BID

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

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- (b) 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.

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 Bidders shall quote all-inclusive prices only with showing the breakup of base price and GST.

9.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable/ a conditional price quotation will be treated as non-responsive and rejected.

9.3 The prices quoted by the bidder shall contain all details to enable the Purchaser to arrive at the price of equipment/ system offered.

9.4 "DISCOUNT", if any offered by the bidders shall not be considered unless they are 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.

9.5 Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

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.

Signature of the bidder

i	One copy of the complete set of tender documents duly filled in and signed on each page by the authorized signatory.
ii	Tender Cost of Rs.590/- (In form of DD/BC).
iii	EMD as per NIT Section-I. The scanned copy of the documents submitted towards EMD should be uploaded in E-tendering portal of " http://etenders.gov.in ".
iv	Bidder having valid NSIC registration / MSME registration for Micro & Small firms with approval of monetary limit will be exempted from these costs as per rule. The proof of the same must be produced in the technical bid. (The Original is to be produced before TOC during opening of the tender). In case the ownership of such MSE (Micro & Small Enterprises) Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
v	Certificate of incorporation/registration of the firm.
vi	Article of memorandum of Association or partnership deed or proprietorship deed as the case may be.
vii	Insolvency Certificate from its banker as evidence of financial capability.
viii	Scanned copy of Attestation of the Specimen Signature of the Authorised, by the Banker.
ix	Self attested photo copy of valid authorized dealership/supplier certificate in case of dealer/supplier if any.
x	Experience certificate and necessary enclosures as per the eligibility criteria mentioned in the bid.
xi	"Power of Attorney" in favour of the signatory signing the tender documents (It is not required in case of proprietor signed himself). Article & Memorandum of association with certificate of Registration in case of limited company or Authenticated copy of Partnership Deed, in case of partnership firm.
xii	Undertaking for non-working of any relative in BSNL from all directors/ all the proprietors/partners in the prescribed format available in Section-6 (B).
xiii	Copy of PAN card & Income Tax returns for 3 Financial Years i.e. assessment year 2017-18 onwards.
xiv	Copy of GST Registration.
xv	Bidder's Profile & Questionnaire duly filled & signed.
xvi	Vendor Master Form.
xvii	Clause by clause compliance as per clause 11 of Section-4 Part A.

10.2 Documentary evidence for financial and technical capability.

- a) The bidder shall furnish audited Annual Report and /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 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.

Signature of the bidder

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) 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 The MSME bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a 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.

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 & L-2 bidders, whose EMBG/EMD shall be released only after the finalization of ordering 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 10 : The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

Signature of the bidder

13.0 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.

14.0 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 such 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

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

15.2 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 Key Dates.

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.

17.0 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 date.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.

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18.3 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 one representative 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 in this case & sealed financial bids will be handed over to AGM (Plg.), BSNL, ELURU for retention.

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

The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened 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.

20.0 CLARIFICATION OF BIDS

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the

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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 its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION

21.1 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. 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 on the basis of Net cost for each item to BSNL on the prices of the goods offered inclusive of applicable Taxes, Packing, Forwarding, Freight and Insurance charges etc. as arrived in Col. 13 of the price schedule in the Section-9 Part B of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above 22.2 but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes(if any) applicable on the movement of Goods.

22.3 "Duties & Taxes i.e. GST for which the firm has to furnish Cenvatable Challans/ Invoices will be indicated separately in the PO/APO.

22.4 Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the Duties ,Taxes and Cesses 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.

22.5 In case the Duties ,Taxes and Cesses which are not eligible for input tax credit 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 Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses 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

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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.

22.6 The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC 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.

22.7 If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties ,Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the firm.

22.8 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.

22.9 If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts 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.

23.0 CONTACTING THE PURCHASER

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24.0 PLACEMENT OF ORDER

24.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods 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 (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3etc keeping other levies & charges unchanged.

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

24.4In 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 clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

24.5In case of more than one bidder quoting L1 Price, the quantity will be distributed equally among such bidders.

24.6The vendor has to supply the required items on need basis during a period of 1 year from the date of award of tender, with in the estimated cost of the tender.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

(a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

(b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on

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prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing 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 twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing 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.

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- 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.

31. REJECTION OF BIDS

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

- a)** Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b)** Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c)** Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d)** While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e)** Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- f)** Section-4 Part A clause 9.5 on discount which is reproduced below:-
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

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

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

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

Signature of the bidder

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.

33.0 PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

34. NEAR-RELATIONSHIP CERTIFICATE

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

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

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

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

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

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

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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.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	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.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	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.
	and 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 Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO</i>	i) Rejection of Bid & ii) Forfeiture of EMD.
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD.

Signature of the bidder

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) cont d.	(iii) If <i>detection of default after receipt of PG/ SD (DD, BG etc.)</i> .	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 <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threaten BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
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.

Signature of the bidder

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the 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.

Signature of the bidder

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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).	<p>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</p> <p>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</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p>Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p>Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>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.</p> <p>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.</p>
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p>	<p>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.</p>

Signature of the bidder

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>a) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e)undertakes any action that affects/ endangers the security of India.</p>	<p>(Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>lii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>

Signature of the bidder

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 con- td.		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.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>ii)</p>
	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>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.</p>

Signature of the bidder

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con- td.	b) inspite of Court Orders.	iii) Take legal recourse i.e. filing recovery suite in appropriate court. i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business: (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.	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.
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 which will continue along with settlement of Bills.		

Signature of the bidder

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 Section-1, Part-A, Clause-4

2. Bid Security

The bank guarantee/DD 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/DD so submitted shall be as per the format given in Section-7 E 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.

3. Distribution of Quantity

- 3.1** The Purchaser intends to limit the number of technically and commercially responsive TWO bidders from the list of such bidder arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender.
- 3.2** The Quantity will be Distributed to the two bidders L1, L2 in the ratio of 60:40 at the Lowest Evaluated Price provided if L2 bidder agrees with the rate quoted by the L1 bidder.
- 3.3** L1 offer can be rejected if quoted rate is found unreasonable with respect to market price to be evaluated by a committee appointed by the GMTD, BSNL, Eluru for this purpose if necessary.
- 3.4 In case of more than one bidder quoting L1 Price, the quantity will be distributed equally among such bidders.**

Note 11: 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.

Signature of the bidder

Section- 4 Part C

E-tendering Instructions to Bidders

General

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

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

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app> .

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

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

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4200 462

0120-4001 002

0120-4001 005

0120-6277 787

Additional Help Desk Number 0120-4001005.

E-mail

Technical - support-eproc(at)nic(dot)in

Policy Related - cppp-doe(at)nic(dot)in

Signature of the Bidder

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 10% 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 issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.

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 free of all 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 fulfill 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 fulfill 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.

Signature of the Bidder

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 Clause 5 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.

6.5. The Tender is valid for one year from the date of entering into an Agreement with the successful tenderer(s).

7. DELETED

8. DELETED

9. DELETED

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.

11. PAYMENT OF TERMS

a. Payment of 90% of the price shall be made on receipt of goods by consignee and the balance 10% will be released after the completion of warranty period from the date of supply of the equipment in case there are no damages/shortages. For claiming this payment the following documents are to be submitted to the paying authority.

i. Invoice should be submitted in duplicate, clearly indicating HSN Code, break up details of GST etc.

ii. Acknowledged Delivery Challan in original.

iii. Consignee receipt that the materials received in good condition.

iv. Authenticated copy of purchase order issued.

v. Proof of payment of GST.

vi. 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.

Signature of the Bidder

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.

b. Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However, benefit of any decrease in these taxes/duties, shall be passed on to the Purchaser by the supplier.

c. No payment will be made for goods rejected at site on testing.

d. No interest on any delayed payment arising out of this contract shall be payable in any case whatsoever.

e. All payments will be made through NEFT / RTGS / A/c payee cheque .

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. SUBCONTRACTS

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:

Signature of the Bidder

(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 letters are at Section 7 Part D & Part 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 only.

(c) 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 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.

Signature of the Bidder

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 satisfactorily 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. Deleted

20. ARBITRATION

a. In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to the matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitration of the Chief General Manager, BSNL, AP Telecom, Vijayawada or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the Officer for the time being entrusted whether in addition to the functions of the Chief General Manager, BSNL, AP Telecom, Vijayawada or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, BSNL, AP Telecom, Vijayawada or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Chief General Manager, BSNL, AP Telecom, Vijayawada or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager, AP Telecom, Vijayawada or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

b. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act; 1996 and the Rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the Office of the Chief General Manager, AP Telecom, Vijayawada or such other places as the arbitrator may decide..

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.

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 Section 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 in this tender. The technical literature of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

Signature of the Bidder

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 Eluru 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".

Signature of the Bidder

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. Date fixed for opening of bids is, if subsequently, declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
2. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
3. Irrespective of any other entry appearing anywhere in the Bid documents, the validity of offer shall be read as 180 days from date of bid opening (inclusive of date of opening).
4. Any clarification issued by the purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents
5. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
6. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

Section 5 Part C

General Conditions of AMC

Not Applicable

SECTION-6

UNDERTAKING & DECLARATION

6(A) - For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

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

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

b) The tenderer hereby covenants and declares that:

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

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

Date:

Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

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

The format of the certificate to be given is

"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit 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..... (hereafter known as the "Validity date") in favour of **GMTD, BSNL, ELURU** (Hereafter referred to as **GMTD, ELURU**) for participation in the tender of work of vide tender no.

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the **GMTD, ELURU** stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the **GMTD, ELURU** 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 **GMTD, ELURU**, 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 **GMTD, ELURU**, any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the **BSNL** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till "**BSNL**" Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the **BSNL** that the **BSNL** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the **BSNL** against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the **BSNL** or any indulgence by the **BSNL** to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;

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

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

7. In case **BSNL** demands for any money under this bank guarantee, the same shall be paid through banker's Cheque / D.D in favour of "AO (Cash) % GM Telecom District, A.P.Circle, Eluru" payable at Eluru.

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 **GM Telecom District, BSNL, ELURU,** R/o has issued an APO no. Dated/...../20.... Awarding the work of to M/s R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of **GM Telecom District, BSNL, ELURU** of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date") Now at the request of the Bidder, We BankBranch 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 **Bharat Sanchar Nigam Limited**, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the **BSNL** the said sum limited to P.G. Amount or such lesser amount as **BSNL** may demand without requiring **BSNL** to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the **BSNL** shall be conclusive as regards the liability of Bidder to pay to **BSNL** or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and **BSNL** regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the **BSNL** shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by **BSNL** against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of **BSNL** or any indulgence by **BSNL** to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the **BSNL** under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case **BSNL** demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**AO (Cash) % GM Telecom District, BSNL, ELURU-534002 and payable at ELURU.**"
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 Chamber of AGM(Plg.), %.GMTD, BSNL, ELURU.

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

.....
Signature of the Representative

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

Signature of Bidder/ Officer authorized to sign

.....
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 Acknowledgement 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 alongwith 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 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.

SECTION- 8
Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address

.....

Telephone No. Mobile No. FAX No.

Address of place of Works/

Manufacture

.....

Telephone No. Mobile No.

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

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

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

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

.....

.....

7. Permanent Account No. :

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

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

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

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

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

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

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

.....

.....

B) Questionnaire

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

1.1 If Yes, Give details

.....

.....

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

2.1 If Yes, Give details

.....

.....

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

	Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.
4.		

Suggestion for improvement of the tender document.

.....

.....

Place.....

Signature of the contractor

Date Name of the Contractor

SECTION-9 Part-A

BID FORM

To
.....
<complete address of the purchaser>
.....
.....

From,
.....
<complete address of the Bidder>
.....
.....

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period ofdays from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 10% 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

FINANCIAL BID-PART B - PRICE SCHEDULE
Financial Bid for Supply of Maintenance Free Engine Alternator Startup Batteries and Battery Chargers
in West Godavari SSA for the Year 2020-21
Tender No.:GMD-ELURU/ESTM/STARTUP BATTERIES/II/2020-21
Separate Sheets to be enclosed for Makes of EA Startup Batteries and Battery Chargers
(Amara Raja/Exide)

S.No	SoR Item Description	MAKE	Basic Unit Price excluding all taxes & charges (with Buy Back)	GST						All inclusive Unit cost (as per Section 2 Clause 7)	
				CGST		SGST		IGST			
				Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount
1	2	3	4	5	6= 5x4	7	8= 7x4	9	10= 9x4	11= 4+ [(6+ 8) or 10]	In Words
1	Supply of Maintenance Free Engine Alternator Startup Batteries - 90AH Capacity Delivery at TGM Stores										
2	Supply of Maintenance Free Engine Alternator Startup Batteries - 130AH Capacity Delivery at TGM Stores										
3	Supply of Maintenance Free Engine Alternator Startup Batteries - 150AH Capacity Delivery at TGM Stores										
4	Supply of Maintenance Free Engine Alternator Startup Batteries -180AH Capacity Delivery at TGM Stores										
5	Supply of 12v Battery Chargers Delivery at TGM Stores										

S.No	SoR Item Description	MAKE	Basic Unit Price excluding all taxes & charges (without Buy Back)	GST						All inclusive Unit cost (as per Section 2 Clause 7)		
				CGST		SGST		IGST				
				Rate	Amount	Rate	Amount	Rate	Amount			
1	2	3	4	5	6= 5x4	7	8= 7x4	9	10= 9x4	11= 4+ [(6+ 8) or 10]	In Words	
6	Supply of Maintenance Free Engine Alternator Startup Batteries - 90AH Capacity Delivery at TGM Stores											
7	Supply of Maintenance Free Engine Alternator Startup Batteries - 130AH Capacity Delivery at TGM Stores											
8	Supply of Maintenance Free Engine Alternator Startup Batteries - 150AH Capacity Delivery at TGM Stores											
9	Supply of Maintenance Free Engine Alternator Startup Batteries - 180AH Capacity Delivery at TGM Stores											
10	Supply of 12v Battery Chargers Delivery at TGM Stores											

Notes for bidder:

1. Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required.
2. 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 goods/services.
3. In 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 amounts in the columns 5 to 10.
4. For Buy Back, existing make available at sites will be exchanged.

Date :

**Signature of tenderer in capacity of
Name of the firm with full address
Signature of Bidder with Date**

VENDOR MASTER FORM

(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* : Mr. Ms. M/s Dr.

Name* :

Address * :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

GST reg. :
no.

LST (Local VAT reg.No.) : CST Reg. No. :

Tax Registration no. :

(for Foreign Vendors)

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No. :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code :

(for Foreign Vendors)

IBAN :

(for Foreign Vendors)

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.

2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

Note: 1. If PAN is not provided, TDS @20% will be deducted wherever applicable.

2. If Excise Registration/ GST Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.

3. If Bank Particulars are not provided, the payment will be made by Cheque only.

4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by: Authorized by (Finance) SAP Vendor Master Created on SAP Vendor Code