

I/753496/2024

उप महाप्रबंधक (एमएम)

I/753496/2024

का मुख्य महाप्रबंधक दूरसंचार, आं.प्र. दूरसंचार परिमंडल,

तीसरा तल, बी.एस.एन.एल भवन, विजयवाडा

Dy. General Manager (MM)

O/o CGMT, AP Telecom Circle,

3<sup>rd</sup> Floor, BSNL Bhavan, Vijayawada – 520004

Ph : 0866-2444066



**भारत संचार निगम लिमिटेड**  
( भारत सरकार का उद्यम )  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

Tender No: APCO-23/11(13)/32/2024-MM AND IT

Dated 07-10-2024

From:

AGM (Tenders)

O/o CGMT, BSNL

Room.No.311, 3<sup>rd</sup> Floor, BSNL Bhavan

Chuttugunta, VIJAYAWADA - 520004

To

The Aspirant Bidders

Sub: - Tender document for print, supply and procurement of marketing items under Below the line (BTL) activities for the year 2024-25 through E-tender.

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

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If interested, kindly submit your offers by means of online bids only through Electronic Tendering at the portal <https://etenders.gov.in> as detailed in 'Special Instructions to Bidders for E- Tendering'.

FOR FURTHER DETAILS KINDLY VISIT OUR WEB SITE: <https://ap.bsnl.co.in> OR e-Procurement Portal of <https://etenders.gov.in>

1/753496/2024

उप महाप्रबंधक (एमएम)

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कोष प्रमुख, उप महाप्रबंधक दूरसंचार, आं.प्र. दूरसंचार परिमंडल,

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( भारत सरकार का उद्यम )

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

## SECTION –I PART A

**DETAILED NOTICE INVITING TENDER**

**Digitally Sealed online tenders [E-tenders (Digitally Signed)] are invited through e-tendering process by the Asst. General Manager (Tenders), AP Circle, Vijayawada -520004 for and on behalf of CGMT, BSNL, AP Circle from Indian firms and companies registered to printing and supply the tendered item in India, having obtained clearance from Reserve Bank of India wherever applicable, for the supply of items as detailed below i.e., Marketing items under BTL activities.**

**Section No: 1**

S. No	BTL Marketing Item description	BTL Marketing Item Specifications	Units of BTL Marketing Item	Estimated quantity In No's	Basic Unit Price in Rs (Excl. of GST)	Estimated cost in Rs (Incl. of GST)	Tender fee in Rs	Bid Security/ EMD (in Rs) @2%
1.01	Tariff card	A4 Size, 180 GSM Art Paper, Multicolour, Double Side	No's	20000	1.80	42,480.00	590/-	27,200/-
1.02	Pamphlets (single colour)	A5 size 90 GSM Art Paper, Single Colour, single side	No's	15000	0.80	14,160.00		
1.03	Danglers	Danglers : 2' x 1' , 3mm corrugated sun pack boards with two eyelets -Double side multicolour printing and supply	No's	200	36.00	8,496.00		
1.04	Marketing Umbrellas	Promotional Garden Umbrella with Stand, Thick Waterproof Fabric 8 Ft height and 34 inch diameter, Printed with BSNL Logo/Creatives	No's	300	1343.00	4,75,422.00		
1.05	Flex Banners (mentioning services)	Designing printing and Supply of Flex banners: 180 GSM, Vinyl, Different sizes with eyelets on corners	SQ.FT	5000	12.00	67,200.00		
1.06	Promotional Canopies	(foldable) -6' X 6' X 7' -powder coated metal pipe heavy duty-water proof-tetron fabric Printed with BSNL Logo/Creatives	No's	120	4514.00	6,39,182.40		
1.07	Promotional Caps for retailers	Universal size, Baseball type Cap printed with BSNL Logo(As per the Colour and Pattern Supplied by BSNL)	No's	1300	75.00	1,09,200.00		
Total Tender Estimate cost in Rs (Incl. of GST)						<b>13,56,140.40</b>		

Note-1: For the entire quantity of the items at S. No: 1.03, 1.04 and 1.06, BSNL will plan and order for distribution to BAs/OAs in a single go thereby reducing the delivery hassle for the vendor and other items which are more in quantity will be ordered as and when required.

**Consignee: Will be given along with PO. (Usually 13 Nos BA/OA headquarters of AP Circle). The POs shall be issued on piece meal basis as per requirement of BSNL during the period of contract and quantity of each item in each PO shall be given as per the requirement as on then basis.**

**Note 2:** The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity during the contract period without any change in unit price or other terms & conditions. However, **in exceptional circumstances only**, due to change in scope of work or otherwise, any variation in the value of work may be permitted up to 50% of contract value with prior approval of the next higher authority after recording adequate reasons and justification for the same.

Note-3: 25 % of the Estimated Quantity/ requirement in this tender enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

Registration of Udyog Aadhar Memorandum by Ministry of Micro Small and Medium Enterprises (MSME) Vendors for the tendered item, to be submitted by bidder to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSE's Order 2012 issued by MSME.

Note-4: The Eligible bidder should participate to all the items of the SoR.

Note 5: There is a separate bid form in the tender document, which should be filled and uploaded in the e-portal.

Note-6: For MSME the allotted quantity will be limited to earmarked/ reserved quantity only.

2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the websites [www.tender.bsnl.co.in](http://www.tender.bsnl.co.in) (select the circle as AP), <https://etenders.gov.in/eprocure/app>.

2.1 The bidders downloading the tender document are required to submit the tender fee Rs.590/- (inclusive of 18% GST) amount through DD/ Banker's cheque along with their Bid Security in original, valid certification from MSME / Udyam Registration certificate, broadly covering the tendered equipment/ services & Bid Security form (if applicable) and to AGM (Tender), O/o CGMT, BSNL Bhavan, Chuttugunta, Vijayawada-520004 before the submission time & date at **TENDER SCHEDULE** given below, failing which the tender bid shall be left archived unopened/ rejected. However scanned copies of the above needs to be uploaded in e-tender portal.

The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO(CASH), O/o CGMT AP Circle Vijayawada-520004 "" and payable at Vijayawada.

2. 2 MSE bidders are exempted from payment of tender document cost and Bid Security provided they submit requisite proof in respect of valid certification from MSME Udyog Aadhar Memorandum.

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

Availability of tender Document Online on e-tendering portal	Deadline for Submission of		Date & Time of opening of Physical Envelope	Date of Opening of Bids Online	
	e- Bids Online on e-tendering e-tender portal	Physical Envelope to BSNL (office name)		Qualifying Bid	Financial Bid
FROM 07/10/2024 To 28/10/2024 Up to 10.00 hrs	Up to 10:00 hrs of 28/10/2024	Up to 11:00 hrs of 29/10/2024	At 11:00 hrs on 29/10/2024	At 11:00 hrs on 29/10/2024	To be notified later

Note: The Price of bid document along with GST shall not be refundable.

**Availability of Tender Document:** The tender document may be downloaded from <https://etenders.gov.in> and physical copy of the tender document would not be available for sale.

**Note:** The tender document shall not be available for download after closing date.

**Eligibility Criteria:** The bidder should

- a)** Be Indian Companies registered to manufacture the tendered item indigenously in India, having obtained clearance from Reserve Bank of India or any other Govt bodies concerned wherever applicable. Any bidder from a country which shares a land border with India will be eligible to bid if the bidder is registered with the Competent Authority. (Please refer the guidelines / instructions issued by Public Procurement Division, Department of Expenditure, Ministry of Finance vide F No 6/18/2019- PPD dated 23.07.2020)
- b)** Certificate of experience for successfully carried out similar supplies in printing in reputed organizations. Certificate of experience is to be in the form of completion certificate issued by such organizations.
- c)** Eligibility as per Section-IV Part A, clause 2
- d)** Bid Security as per clause 5.
- e)** The bidder should attach a self-certificate that bidder hasn't been blacklisted by BSNL HQ or any unit of BSNL in the past three years.
- f)** The bidder shall have a Valid PAN No.
- g)** The bidder shall have a Valid Goods and Services Tax Registration Certificate No(s). In case of multiple GST numbers, all the numbers can be provided as Annexure.
- h)** The bidder shall submit a self-declaration along with the evidence that the bidder is not black listed by GST authorities

**4.1** 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 and to be uploaded in the e portal

**5. Bid Security / EMD:**

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

- a)** Demand Draft /Banker's Cheque drawn in favour of

**NAME** : AO (Cash), O/o CGMT, BSNL Bhavan, Vijayawada

**Bank A/C No** : 39219700053

**IFSC Code** : SBIN0003723

**Name of the Bank** : State Bank of India

payable at Vijayawada for an amount of **Rs.27,200** /- (Rupees Twenty Seven Thousand Two hundred Only) Bank Guarantee from a scheduled bank drawn in favour of CGMT, BSNL AP. Circle, Vijayawada for an amount of **Rs.27,200** /- (Rupees Twenty Seven Thousand Two hundred Only) which should be valid for 180 days from the tender opening date.(as prescribed format given in the Section VII).

5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME Udyam Registration certificate.

**6. Date & Time of Submission of Tender bid:** The schedule of events before Public Online Tender Opening Event (POTOE) are as mentioned at Pt(3).

**VALIDITY OF BID:** 180 days from the date of bid opening.

**CONTRACT PERIOD:** Contract period is for one year from the date of acceptance of APO and the same may be extendable to one more year with mutual consent of the BSNL and bidder.

For further details and e-Tendering schedule (Key Dates) please visit website above mentioned portal (Website)

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

**7. Online opening of Tender Bids:** Mentioned at Pt(3).

**8. Place of opening of Tender bids:** BSNL has adopted e-tendering process which offers a unique facility for 'Public Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Tender Opening Event (TOE) from the comfort of their offices. However authorized representatives of bidders (i.e. Supplier organization) with Proper Authorization can attend the TOE at Mini conference Hall, 4<sup>th</sup> Floor, BSNL Bhavan, Vijayawada, where BSNL's TOC officers would be conducting public online Tender opening event. Please refer clause-19 of Section –IV Part A.

**9.** Tender bids will not be accepted by the system after due time & date.

**10.** The offers of the bidders whose online process of bidding (Tender Download, Submit Bid Hash, and Re-Encryption process) are incomplete, they will not be considered and will not be available for opening process.

**11.** CGMT, AP Circle, VJ 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.

**12.1** The bidder shall furnish a declaration under his digital signature that no addition / deletion / Corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal <https://etenders.gov.in>

**12.2** In case of any correction/ addition/ alteration/ omission in the tender document, the tenderbid shall be treated as non-responsive and shall be rejected summarily.

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

**Contact details:**

S. No	Name of the Person	Designation	Mobile/contact No	Mail ID
1	A Vara Lakshmi Prasad	AGM Tenders, CO VJ	0866-2444367	agmtendersbsnlcovj@gmail.com
2	D Murali	SDE Mktg -II	9435599467	mktg2cmcovj@gmail.com
3	R Raga Vamsi	AGM (IT and S&M-II CM)	9440188881	agmsmcmcovj@gmail.com
4	M. Venkateswara Rao	DGM (S&M) CM	9490196196	dgmsmcmcovj@gmail.com



**Assistant General Manager (Tenders)**  
O/o CGMT, BSNL, Chuttugunta,  
Vijayawada– 520004.

**SECTION - II**  
**Tender Information**

**1. Type of tender:**

- (a) Single Stage bid submission.
- (b) Two stage opening using one electronic Envelope
- (c) The bids will be evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be considered for evaluation.

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

**3.** In case of online tenders invited under Single Stage bid submission system, Techno-commercial part will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and financial part containing financial price bid

These bids contain one set of the following documents:-

**a) Techno-commercial part shall contain:**

- i) EMD
- ii) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 of the DNIT
- iii) Notarized Power of Attorney & authorization for executing power of Attorney in accordance with clause 14.3 of Section IV Part A
- iv) Clause by clause compliance as per clause 11.2 (b) of Section IV Part A
- v) Bidder's Profile & Questionnaire duly filled & signed as per the online Templates/Forms
- vi) Non -Relation Certificate duly filled & signed.
- vii) Undertaking & declaration duly filled & signed
- viii) Documents stated in clause 10 of Section IV Part A
- ix) Bid form - Section- IX Part A
- x) Electronic Form- Technical
- xi) Tender document duly signed at the each page for having read it and accepted it.

**Note:** In case the bidder is unable to upload any of the documents listed above, he may submit the same physically. However EMD and the Power of attorney will be submitted in original in physical form.

**b) Financial part shall contain:**

- i) Electronic Form - Price Schedule as per online price Bid Template / Form as per Section IX Part B with all relevant bid annexure.

**Note:** - The following documents are required to be submitted offline to **AGM (Tenders), O/o CGMT, BSNL, 3<sup>rd</sup> Floor, Room No.311, BSNL Bhavan, Chuttugunta, Vijayawada-520004** 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)"**.

- a) EMD – Bid security (in original)
- b) DD/Cheque i.r.o Tender Fee
- c) Notarized Power of Attorney in accordance with clause 14.3 of Section IV Part A and authorization for executing the power of Attorney.

**4.** Copy of the Bid Document with all enclosures along with the tender document signed in each page and all the documents along with Financial Bid needs to uploaded on line in the portal <https://etenders.gov.in>

**5.** Payment terms: According to Clause 10 of Section V Part A

**6.** Delivery Schedule: As per the clause 6 of Section V Part A

**7. Consignee: Will be given along with WO. (Usually 13 Nos BA/OA headquarters of AP Circle)**

**SECTION – III PART - A****Scope of Work**

1. The work envisages Design, Printing and Supply of Marketing Materials with BSNL Ads. by the bidder as per the quantity mentioned in the P.O.
2. The Bidder may quote the rate for items under Tender as mentioned in Price Schedule.
3. The rates approved in this tender shall be valid for the entire contract period and shall not be subject to revision on any account what-so-ever.
4. If the work involves any artwork, the design should be approved by AGM (IT and S&M-II CM), O/o CGMT, BSNL, Andhra Pradesh within 7 days from the date of handing over of art work.
5. The quality of the Marketing materials should be same or better than the sample of the Marketing material. If it is found that the supplied items do not conform to the quality and size of Marketing material, printing as per approved sample, the total job will be rejected and the bidder has to supply the sample, Reprint wherever required as per approved sample at his own cost within 10 days from the date of notification for replacement.
6. Purchase Order for Design, Printing and Supply of Marketing materials for Display and Distribution will be placed as and when required.
7. The quantity mentioned in the bid document is tentative; the actual quantity will be mentioned (as per requirement at that time) in the PO placed time to time.
8. The items mentioned in the PO time to time should, suitably, be neatly printed, transported and supplied to the consignees.
9. The delivery of the ordered material/work should be completed in time as mentioned in the WO.
10. All delayed deliveries will be penalized as per the penalty clause in tender document.
11. In case if any material is found to be damaged and unfit for use by the consignee due to any reason such as transportation damage / soaking in rain etc., same shall be intimated to supplier and such damaged / unserviceable material shall be replaced free of cost within 10 days from the date of intimation.
12. No material shall be supplied after delivery period specified in PO without the approval of PO **issuing authority**. The contents of the printed material is for immediate use and in case of delay, it may lose its relevance, therefore, purchaser reserves the right to not grant approval for delivery period extension in such cases and PO shall be short closed with applicable penalties. Purchaser shall not be responsible for consequent loss suffered by supplier in such an eventuality.

**SECTION - III PART - B**

**Technical Specifications**

**1. Marketing Items under BTL activities.**

**1.1 Tariff card:** A4 Size, 180 GSM Art Paper, Multicolor, Double Side

**1.2 Pamphlets (single color):** SIZE: A5 size 90 GSM Art Paper, Single Color, single side.

**1.3 Danglers:** 2' x 1', 3mm corrugated sun pack boards with two eyelets –Double side multicolor printing and supply.

**1.4 Marketing Umbrellas :** Promotional Garden Umbrella with Stand, Thick Waterproof Fabric 8 Ft height and 34 inch diameter, Printed with BSNL Logo/Creatives

**1.5 Flex Banners (mentioning services):** Designing printing and Supply of Flex banners: 180 GSM Vinyl, Different sizes with eyelets on corners

**1.6 Promotional Canopies:** (foldable) -6' X 6' X 7 '-powder coated metal pipe heavy duty- water proof-tetron fabric Printed with BSNL Logo/Creatives

**1.7 Promotional Caps for retailers:** Universal size, Baseball type Cap printed with BSNL Logo(As per the Colour and Pattern Supplied by BSNL)

**2. PRINTING**

**2.1** Multicolor offset printing shall be used.

**2.1** The printing shall be in any of the Indian Language (s) and/or English.

**2.3** The printing shall be in multi-Color (atleast 4).

**2.4** The printing shall be legible and shall be easily readable.

**3. SECURITY**

**Not applicable**

**PACKING: As prescribed in WO.**



## SECTION – III PART - C

**Schedule of Requirement (SoR)**

S. No	BTL Marketing Item description	BTL Marketing Item Specifications	Units of BTL Marketing Item	Estimated quantity In No's
1.01	Tariff card	A4 Size, 180 GSM Art Paper, Multicolour, Double Side	No's	20000
1.02	Pamphlets (single colour)	A5 size 90 GSM Art Paper, Single Colour, single side	No's	15000
1.03	Danglers	Danglers : 2' x 1', 3mm corrugated sun pack boards with two eyelets –Double side multicolour printing and supply	No's	200
1.04	Marketing Umbrellas	Promotional Garden Umbrella with Stand, Thick Waterproof Fabric 8 Ft height and 34 inch diameter, Printed with BSNL Logo/Creatives	No's	300
1.05	Flex Banners (mentioning services)	Designing printing and Supply of Flex banners: 180 GSM, Vinyl, Different sizes with eyelets on corners	SQ.FT	5000
1.06	Promotional Canopies	(foldable) -6' X 6' X 7' -powder coated metal pipe heavy duty- water proof-tetron fabric Printed with BSNL Logo/Creatives	No's	120
1.07	Promotional Caps for retailers	Universal size, Baseball type Cap printed with BSNL Logo(As per the Colour and Pattern Supplied by BSNL)	No's	1300

## 1. Schedule of Requirement

- The Selected bidder has to Design, Print, Supply and Install Marketing Materials for Display with BSNL Ads as per the requirement.
- It will be the duty of the selected bidder/s to make arrangements to pack and transport the printed marketing material to any District Headquarter within Andhra Pradesh Circle, as per the Purchase Order(WO)s issued by Marketing Section, BSNL, Andhra Pradesh Circle.
- The purchaser (CGMT, BSNL, Andhra Pradesh circle) reserves the right to place the Purchase Orders for the quantity as decided by CGMT, BSNL, Andhra Pradesh circle, during the period of contract.

2. **Specifications:** The above table with the list of all the required Items along with their quantity and estimated price.

**NOTE:**

- Period of contract:** Contract period is for one year from the date of acceptance of APO and the same may be extendable to one more year with mutual consent of the BSNL and bidder.
- Bid Validity Period** - The bid will remain valid for 180 days from the tender opening date
- Issue of Purchase Order(PO):** The POs shall be issued on piece meal basis as per requirement of BSNL during the period of contract and quantity of each item in each PO. shall be given as per the requirement as on then basis

**SECTION- IV PART-A****GENERAL INSTRUCTIONS TO BIDDERS****A. Introduction****1. DEFINITIONS**

(a) "The Purchaser" means the Asst. General Manager (Tenders), O/o CGMT, BSNL, AP Circle, Vijayawada acting on behalf of Bharat Sanchar Nigam Limited (BSNL).

(b) "The Bidder" means the Individual or Firm who participates in this tender and submits its bid.

(c) "The Supplier" 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" 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 there to 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 specifications including requirements 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 Dept. of Telecom. (DOT), Govt of India to provide telecom services to the general public or to the other DOT licensed Telecom Operator. "Telecom service Provider" also refers to any Telecom Operator in other countries providing Telecom Services to the general public of that country or to other Telecom Operators of the same country.

**2. ELIGIBILITY CONDITION FOR BIDDERS**

The Eligible Bidders should be Indian firms and Companies registered to manufacture the tendered item in India, having obtained clearance from Reserve Bank of India where ever applicable (In case of foreign collaboration). The Bidders shall submit the following documents online in the bid as proof of their prime eligibility

(i) Certificate of experience for successfully carried out similar supplies for a minimum of one year for the area of printing or supply from any of the BTL Marketing Items mentioned in NIT table of SECTION –I PART A to reputed organizations during the last four financial years i.e. 2020-21, 2021-22, 2022-23 & 2023-24.

The tenderer has to produce necessary documentary proofs in support of their claims regarding the experience. Certificate of experience is to be in the form of completion certificate issued by such organizations.

(ii) **The Bidder must have minimum annual turnover of an amount equal to at least 30% of estimated cost of work (Rs 4,09,677: Rupees Four Lakhs Nine Thousand Six Hundred and Seventy Seven) put to tender during the last 4 financial years (2020-21, 2021-2022, 2022-2023 & 2023-2024) plus the subsequent period ending the month preceding the one in which NIT is issued from printing or from any of the BTL Marketing Items mentioned in NIT table of SECTION –I PART A.** Copies of certified financial statements by an auditor Ex: P&L Account for the years shall be enclosed by the tenderer towards the proof of turnover.

(iii) Bid Security in the form of Bank Guarantee or in the form of Crossed Demand Draft on any Nationalized / Scheduled Bank payable in Vijayawada in favour of The Accounts officer (Cash), O/o CGMT,



**C. PREPARATION OF BIDS****7. DOCUMENTS COMPRISING THE BID.**

The bid prepared by the bidders shall comprise the following components.

- a. Documentary evidence established in accordance with the Clause 2 & 10 that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.
- b. Bid security furnished in accordance with Clause 12.
- c. A Clause by Clause compliance as per Clause 11.2 (b)
- d. A Bid form completed in accordance with Clause 8
- e. Price schedule completed in accordance with Clause 9
8. Certificate of experience for successfully carried out similar supplies in reputed organization. Certificate of experience is to be in the form of completion certificate issued by such organizations.

**BID FORM:** The Bidder shall complete the Bid form and the appropriate price schedule furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods, quantity and prices as per Section IX Part A

**9. BID PRICES**

**9.1** The bidder shall give the total composite price including GST. The basic unit price and GST need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section IX Part B. The offer shall be in Indian Rupees only. No foreign exchange will be made available by the purchaser.

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

**(i)** The basic Unit Price of the goods and GST shall be quoted separately.

**9.3** The price 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 price quotation will be treated as non-responsive and rejected.

**9.4** The Prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of material offered.

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

**9.6** The price approved by BSNL, AP Circle office, Vijayawada for procurement will be including GST as mentioned in Para 9.1 subject to other terms and conditions as stipulated in clause 22.2 of Section IV Part A and clause 11 of Section V Part A of the Bid document.

**10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

The Bidder shall furnish the following documents as part of the bid documents in the "Technical Bid" establishing the bidder's eligibility.

**(i)** Certificate of incorporation, if applicable.

**(ii)** Article of Memorandum of Association or partnership deed or proprietorship deed, as the case may be.

**(iii)** Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India, or from State Government

**(iv)** Approval from Reserve Bank of India / (SIA) in case of foreign collaboration, if applicable.

**(v)** Valid MSE (Medium Scale Enterprise) Certificate, If applicable, In case the ownership of such MSE Entrepreneur happens to be SC/ST Category, proof in this regard also need to be submitted.

**(vi)** The bidder shall furnish audited annual report and/or a certificate from its bankers to assess its solvency/financial capability

**(vii)** Clause by Clause compliance of all sections of the tender document (as per the proforma at PART-D of Section VII) and No deviation Certificate.

**(viii)** Original Power of attorney, duly notarized, authorizing the signatory to sign the Tender document, etc. in the case of Limited companies and Partnership firms and shall be specific to this tender As per

**(ix)** Downloaded bid document shall be duly signed by the authorized signatory in all the pages for having read, understood and complying with all the terms and conditions of the Tender document.

**(x)** Non-black listing certificate in the proforma as per Section VI Part C, In case the supplier gets black listed during the tenure of BSNL Contract, the adequate indemnity clause should be inserted to ensure that no loss of input tax credit is borne by BSNL due to a default of supplies.

**(xi)** No relative working certificate as per Section VI Part B

**(xii)** Attested copy of PAN card.

**(xiii)** GST registration certificate.

**(xiv)** Signed bid form

**(xv)** List of all Directors including their name(s), Director Identification Number (DIN) and address (es) along with contact Telephone numbers of Office and Residence.

## **11. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS**

**11.1** Pursuant to Clause 7, the Bidder shall furnish, as part of his bid, documents establishing the conformity of his 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 shall furnish.

**(a)** A detailed description of the goods with essential technical and performance characteristics.

**(b)** A Clause-by-Clause compliance on the Purchaser's Technical Specifications and commercial Conditions demonstrating substantial responsiveness to the Technical Specification 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 Technical Specification (Section III Part B), Commercial conditions (Section V Part A) and Special Instructions (Section IV Part B) shall not be considered.

**11.3** For purpose of compliance to be furnished pursuant to Clause 11.2(b) 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. BID SECURITY**

Pursuant to Clause 7 the bidder shall furnish, as part of his bid, a bid security for an amount of Rs.27,200/- (Rupees Twenty Seven Thousand Two hundred Only).

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.

The bid security shall be in the form of a Bank Guarantee issued by a Nationalized/scheduled bank in favour of the Purchaser, **valid for 180 days** from the date of tender opening or it shall be in the form of a crossed Demand draft issued by a Nationalized/scheduled bank payable at Vijayawada in favour of AO (Cash), O/o CGMT, BSNL Bhavan, Vijayawada.

A bid not secured in accordance with para 12.1 & 12.3 shall be rejected by the purchaser as Non-responsive at the bid opening stage and returned to the bidder unopened.

The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible after the expiry of the period of bid validity prescribed by the Purchaser, pursuant to Clause 13.

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.

The bid security may be forfeited:

**(a)** If a bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form  
OR



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bid online only as per the online format available. However, not more than one independent and complete offer shall be permitted from the bidder.

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## **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 Key Dates.

**18.2** In case of withdrawal of Bids, the bidder need not complete the stage of Submit Bid Hash and can put an email to the official mentioning the reason for the same.

**18.3** The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.

**18.4** No bid shall be modified subsequent to the deadline for submission of bids.

## **19.0 OPENING OF BIDS BY PURCHASER**

**19.1** The purchaser shall open bids online in the presence of the authorized representatives of bidders on line who chose to attend, at the date & time specified in clause 7 of DNIT on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in Section-VII Part C).

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

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

**(i)** In Single stage bidding & one envelopes system; the bids will be opened in one stage i.e. the techno-commercial bid shall be opened along with financial bid on the date of tender opening given in NIT. Thereafter the TOC will evaluate Techno-commercial bids & the report of TOC will be approved by competent authority.

**(ii)** 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.

**(iii)** 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)** GST

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

## **20. CLARIFICATION OF BIDS**

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 clarification and the response shall be in writing. However, no post bid clarification at the initiative of the Bidder, shall be entertained.

## **21. PRELIMINARY EVALUATION**

The bid evaluation shall be in single stages.

**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 a)** The bid evaluation shall be in single stage. The technical bid will be opened on the due date for those bidders who fulfil the primary eligibility conditions as per clause 2.1 of Section IV Part A.

**b)** The technical bids shall be evaluated initially. The price bid of the technically accepted bids shall be opened subsequently on a day fixed by the purchaser and evaluated separately. The date of the opening of the price bid shall be communicated to the technically and commercially acceptable bidders individually.

**21.3** Arithmetical errors shall be rectified on the following basis. If there is any 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. 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, his 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 Documents. 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 is to 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 does not constitute a material deviation, provided such waiver does not 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 responsive pursuant to clause 21.

**(a)** The evaluation and comparison of responsive bids shall be done on the basis of Net composite price of the goods offered on total cost evaluation method. Bidder quoting the lowest rates will be L-1 for that of the tender. It is the composite price quoted for that section of the tender.

**CONSIGNEE:** Will be given along with PO.

## **23. 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 influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **AWARD OF CONTRACT**

a) The BSNL shall consider award of the contract only with L-1 bidder quote whose offers have been found technically, commercially and financially acceptable. The L-1 bidder is one who quotes the lowest rate.

b) If there are more than two tenderers at the same rates, the tenderer having highest experience shall precede to the one having lower experience while deciding ranking for considering for the award of work.

c) If L-1 bidder refuses to accept the offer, BSNL will go for Re-tender.

### **The following are the Terms & Conditions:**

- After tendering there should be no post-tender negotiations with L-1, except in certain exceptional situations. That situations and circumstances duly recorded and documented with necessary justification & approval from the competent authority.
- In case of retendering due to unreasonableness of the quoted rates, as the requirements are urgent and a re-tender for the entire requirement would delay the execution of the work, negotiation will be



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carried out with L-1 bidder for the items which can be procured and the balance items will be procured through re-tender, following the normal conditions.

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- Finalization of the number of bidders for awarding the Purchase Order is under the discretion of the BSNL authorities based on the quantum of the items in the NIT.

#### **24. PLACEMENT OF ORDER:**

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 validated by the Purchaser. The Purchaser reserves the right to counter offer the Price (s) against Price(s) quoted by any bidder. Multiple PO's will be placed during the contract period.

#### **25. PURCHASER'S RIGHT TO VARY QUANTITIES**

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

(b) In Exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continue supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender / contract within a period of twelve(12) months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing marketing conditions and the impact of reduction in duties and taxes etc.

(c) The Purchaser has the right to increase 50% quantities and extension time period of the APO for further six months.

#### **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 for the 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 the contract with the Bidder.

**27.2** The bidder shall within 14 days of issue of APO, give his acceptance along with performance Security in conformity with Section VII Part B provided with the Bid document.

#### **28. SIGNING OF CONTRACT**

**28.1** The issue of Purchase Order shall constitute the award of contract on the firm. POs will be issued as and when marketing items under BTL activities are required.

**28.2** Upon the successful Bidder furnishing the performance security pursuant to Clause 27, the Purchaser shall discharge the bid security pursuant to Clause 12.

#### **29. ANNULMENT OF AWARD**

Failure of the successful Bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and 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 ensure that the make/models offered should meet the technical specification asked in the bid document. The supply should be QA tested by BSNL before delivery as per the technical specification.

#### **31. REJECTION OF BIDS**

While all other 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 of which will result in disqualification of the Bid.

(i) Clauses 12.1, 12.3 & 13.1 of Section IV – The bids will be rejected at the opening stage if bid security is not submitted as per Clauses 12.1 & 12.3 & bid validity is less than the period prescribed in Clause 13.1 mentioned above.

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(ii) Clause 2 & 10 of Section IV – If the eligibility condition as per Clause 2 of Section IV is not met with and/or documents prescribed to establish the eligibility as per Clause 10 of Section IV are not enclosed, the bids will be rejected without further evaluation.

(iii) Clause 11.2(c) of Section IV: If clause by clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of Primary Evaluation. In case of no deviations, a statement to that effect must be given.

(iv) While giving compliance to Section V Part A – Commercial conditions & Section IV Part B - Special instructions to Bidders & Section III Part B Technical Specifications: Compliance if given using ambiguous words like “Noted”; “Understood”, “Noted & Understood” shall not be accepted as complied. Mere “complied” will also be not sufficient, reference to the enclosed documents showing compliance's must be given.

(v) Section IX: Price Schedule: Prices are not filled in as prescribed in price schedule.

(vii) Section IV - Part A Clause 9.5 on discount. “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”.

(viii) Before outright rejection of the bid by Bid Opening Team for non-compliance of any of the provisions mentioned in Clause 31(i), 31(ii) of Section IV-A and Clause 2 (I) of section IV-B though, 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 bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions if any. 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 signatures of some of the desires representatives of the participating bidder/ companies present on the occasion.

(ix) The in charge of the bid opening team will mention the number of bids with name of company found unsuitable for further procession on the date of tender opening and number of representations received in bid opening minutes and if the bid opening team is satisfied with the arguments of the bidder/ company mentioned in their representation and feel that there is a prima-facie fact for consideration, the in charge of the bid opening team will submit the case for review to competent authority as early as possible preferably on the 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 PO against the instant tender. If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by three (working) days' notice to all the participating bidders to give opportunity to desirous the participants to be present on the occasion.

### **32. PURCHASER'S RIGHT TO DISQUALIFY**

Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the material in time. Further, the suppliers whose material does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser. Any other default whose complete list is enclosed in Appendix-1. Purchaser will take action as specified in Appendix-1 of this section.

### **33. 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. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

The bidder will verify the genuineness and correctness of all documents and certificates, including Experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per requirement of the tender's conditions, if any document / paper /certificate submitted by the participant bidder is found to be false / fabricated / tempered /manipulated at

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any stage during bid evaluation or award of contract, then the bid security (EMD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

#### Appendix-1 to Section 4 Part A of Chapter – 4 Referred at Clause 32

Sl.No	Defaults of the bidder/Vendor	Action to be taken
A	B	C
1(a)	Submitting fake / forged Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD; Certificate for claiming exemption in respect of tender fee and/ or EMD; Detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	Submitting fake / forged Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD; Certificate for claiming exemption in respect of tender fee and/ or EMD; 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 all right 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) If detection of default is prior to award of APO.	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Good & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO. ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Good & Services including participation in

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		future tenders invited by BSNL for upto three years from date of issue of banning order.
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.).	i) Cancellation of APO ii) Rejection of Bid & Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Good & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(iv) If detection of default after issue of PO/ WO	Termination/ Short Closure of PO/WO and Cancellation of APO Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Good & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items works.	

Sl.No	Defaults of the bidder/Vendor	Action to be taken
A	B	C
2	If vendor or his representative uses violent/ coercive means viz. Physical /Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the	

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	following:	
	Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors. Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/or submitting their tender bid freely.	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	Termination of PO/ WO. Under take purchase/ work at the risk & cost of defaulting vendor. 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.	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. 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.
		If the material is not at all acceptable,

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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).	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; and iii)Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract a) For amount already paid by BSNL. b) For Quantity in excess of that supplied by Vendor to BSNL. c) For unit rate and/ or amount higher than that approved by BSNL for that purchase.	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. Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	

Sl. No	Defaults of the bidder/Vendor	Action to be taken
A	B	C
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	Termination of PO/ WO.Banning of

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	<p>Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL. Disrupts/ Sabotages functioning of the BSNL network equipment's such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipment's but not limited to these elements and/ or any other TSP through BSNL. c) Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).d) Hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. e) undertakes any action that affects/ endangers the security of India</p>	<p>business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. 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>Termination/ Short Closure of the PO/ WO.</p> <p>Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network &amp; 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.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation</p>	<p>Termination/ Short Closure of the PO/ WO.</p> <p>Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey</p>

to the business dealings.

projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).v)In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD

Sl.No	Defaults of the bidder/Vendor	Action to be taken
A	B	C
iv )	If the vendor does not return/ refuses to return BSNL's dues:	i)Take action to appoint Arbitrator to adjudicate the dispute.
10	a) In spite of order of Arbitrator.	Termination of contract, if any. 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. Take legal recourse i.e. filing recovery suite in appropriate court..
	b) In spite of Court Orders.	Termination of contract, if any. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Goods and Service Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	





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guarantee against bid security, as prescribed in Clauses 2, 12.1 & 12.3 of Section IV-A of the bid document shall be submitted along with the bids in a separate cover. The bank guarantee so submitted shall be as per the format given in section VII 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.

(ii) In case where the documents are not submitted in the manner prescribed under Clause 2 (i) above, commercial, Technical and financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.

**3** Not applicable, on QA

**4.** To avoid complaints from the BSNL, the tendering authority shall impose the following penalties for the bad quality material supplied:-

(i) Imposition of penalty of Rs.1,00,000/- and recovery from the vendor for any of the complaints received first time against that vendor from the field units regarding quality of the marketing items under BTL activities supplied by the vendor.

(ii) Imposition of penalty of Rs.2,00,000/- and recovery from the vendor for any of the complaints received Second time against that vendor from the field units regarding quality of the marketing items under BTL activities supplied by the vendor.

(iii) Imposition of penalty of Rs.3,00,000/- and recovery from the vendor for any of the complaints received Third time against that vendor from the field units regarding quality of the marketing items under BTL activities supplied by the vendor.

(iv) Encashment of Performance Bank Guarantee (PBG) submitted by the vendor and black listing of the vendor in BSNL for any of the complaints received fourth time or afterwards against that vendor from the field units regarding quality of the marketing items under BTL activities supplied by the vendor. The above penalties will be imposed against any of the vendor whose supplies are bad in quality and complaints are received from the field units. The tendering authority shall not issue any show cause notice to the vendor before recovery of penalty amount at any stage and hence the vendors should have quality consciousness while manufacturing and supply of the material.

**5 (i)** The Purchaser intends to limit the number of technically and commercially responsive bidders to as per clause No 6 from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The bidder with lowest evaluated price will be considered based on the number of Bidders on whom the Distribution of Quantity Order is proposed to be placed. The balance quantity will be ordered on the remaining selected bidders inversely proportional to their quoted prices. However the purchaser reserves the right for placement of order of entire quantity on the bidder with the lowest evaluated price. ii. In the event of any of the eligible bidder(s) not agreeing to supply the material or not being considered by BSNL for ordering the material, inverse 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 supplying the equipment remains same as earlier.

**6.** The number of technically and commercially responsive tenderers for the purpose of ordering against this tender is only one. DISTRIBUTION OF QUANTITY

**6.1** The Purchaser reserves the right to limit the number of technically and commercially responsive four bidders from the list of such tenderers arranged in ascending order of evaluated price starting from the lowest for the purpose of ordering against this tender. The purchaser will determine the L-1 bidder based on the lowest net cost calculated on the algebraic sum of the prices of all Items.

**7.** Supplies made in full, as per Purchase Order, of all the packages during delivery period only will be deemed to have been supplied with in the scheduled delivery period.

**8.** Deleted.

**9. Evaluation Criteria.**

**9.1** Technical evaluation will be based on the following.

**a)** Documentary evidence on bidders' eligibility as per clause 2 & 10 section IV Part A.

**b)** Bid security as per clause 12 of section IV Part A.

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c) A clause by clause compliance as per clause 11-2 (b) of section I IV Part A.

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d) Bid form as per clause 8 of section IV Part A. Bidder should submit the original tender schedule duly signed on all pages.

e) Experience certificate as per clause 7 of section IV Part A, in the form of completion certificate.

**9.2** Financial bid evaluation will be based on the following.

The Bidder will be decided BASED ON LOWEST net composite price (after discount offered if any) QUOTE as "L-1". The purchaser will determine the L-1 bidder based on the lowest net cost calculated on the algebraic sum of the prices of all Items. (Total cost method, i.e, summing the rates quoted of all the SoR items.)

**10.** Art work, subject matter may vary for each Purchase Order. It will be decided at the time of the placement of Purchase Order on interaction with Cell one Sales & Marketing unit. The art work and subject matter needs to be approved by Cell one Sales & Marketing unit before printing.

**11. (a)** Orders will be released for printing and supply as and when required.

**(c)** The quantity will be informed at the time of issuing the Purchase Order and need not be as per the quantities mentioned in the Tender document. The quantities and specifications may vary as per the interest of the department.

**12.** Consignee particulars for shipment/delivery of the material will be given along with PO.

The quantity will be mentioned in the Purchase Order.

**13.** The Tender accepting authority reserves the right to split and place the orders on more than one vendor for each item based on the urgency in the interest of the department.

**14.** Not applicable

**15.** Not applicable

**16.** The successful tenderer shall not be allowed to sub-contract or sub-let to any outside agency. If the supplier does so and makes an attempt to do so, his contract would be summarily terminated with forfeiture of his Security deposit and Earnest Money Deposit.

**17.** The successful tenderer will be required to show the first sample for the ordered items within two days from the date of placement of the Purchase Order. The approval by BSNL Mobile Sales & marketing unit is required for the artwork and subject matter for each item for each Purchase Order before start of actual job. The tenderer must be able to supply the first lot of above items within 7 working days from the date of approval of samples/placement of order. The Artwork will change in every month.

**18.** Design of the image and art work to be printed on the front side of the marketing items under BTL activities should be submitted within five days from the date of issue.

**19.** Samples need to be submitted for approval before going to printing etc.

### Section- IV Part C

#### E-tendering Instructions to Bidders

#### **E-Tendering Instructions to Bidders General Information & Instructions to The Bidders For Online Bid Submission**

***(Department User may attach this Document as an Annexure in their Tender Document which provides***

**complete Instructions for on line Bid submission for Bidders)**

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 / e- mail 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

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these may lead to rejection of the bid.

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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 colored (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

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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.

#### **E-Reverse Auction:- (If Necessary)**

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

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

**Note:** Parameters at S. No. 6 shall be confirmed after opening & Financial bid parts.

**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.

**Contact Us:**

For any technical related queries please call at 24x7 Help Desk Number.

Sl.No.	Phone No.
1	0120-4001 002
2	0120-4001 005
3	0120-6277 787

For any Technical related queries please call at 24x7 Help Desk Number.

**E-Mail Support:**

For any Issues or Clarification relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority.

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

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

**SECTION – V PART-A**  
**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

- 1. APPLICATION:** The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods.
  - 2. STANDARDS:** The goods supplied under this contract shall confirm to the standards prescribed in the Technical Specifications, mentioned in Section III Part B.
  - 3. PATENT RIGHTS:** The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trade-mark or industrial design rights arising from use of the goods or any party thereof in Indian Telecom Network.
  - 4. SECURITY:**
- PERFORMANCE GUARANTEE**
- a) Section wise** successful bidder including MSE bidder shall submit an amount equivalent to **5%** of the tender approved value as security deposit by way of Performance Bank Guarantee (PBG) within 14 days from the date of issue of LOI, in favour of **AO(CASH) , O/o CGMT , BSNL , Vijayawada** from any scheduled bank in India, and valid for 30 months from the date of issue of LOI. An additional 18% amount of GST is also to be paid along with **5%** of the approved tender value (rounded to next hundred), if paid in the form of Performance Bank Guarantee (PBG).
  - b)** On receipt of PBG from the bidder, after confirmation of the genuineness of the PBG from the bank, the EMD, if any, received earlier, will be returned.
  - c)** The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to perform the obligations under the contract and warranty obligations.
  - d)** The performance security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.
  - e)** If there are recoveries to be made, Contractor shall deposit the money before the release of PBG for getting the PBG released and in failure to do so, PBG will be forfeited and recovery to be effected from the realized PBG amount and the balance amount, if any, after adjustment of recoveries, will be refunded to the bidder.
  - f)** It is the responsibility of the vendor to submit the proof that he has deposited the Goods & service tax in time. Otherwise BSNL will recover from subsequent bills or PBG as the case may be.
  - g)** No interest will be paid to the contractor on the security deposit.

**5. INSPECTIONS AND TESTS**

- 5.1** The Purchaser or his representative shall have the right to inspect and test the goods for their conformity to the specifications. However if the Purchaser decides to dispense the inspection/testing with certain terms and conditions the supplier has to supply the goods in conformity to the specifications as if the inspection/testing is done.
- 5.2** Should any 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** The material on receipt in the purchaser's premises will also be tested at the discretion of the Purchaser. If any material or part thereof is found defective, the same shall be replaced free of all costs to the Purchaser as laid down in Clause 5.4 below.
- 5.4** If any material or any part thereof, before it is taken over under Clause 5.5, is found defective or fails to fulfil the requirements of the contract, the Purchaser shall give the Supplier notice setting forth details of such defects or failure and the Supplier shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not



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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 the time, the Purchaser reserves the discretion to reject and replace at the cost of Supplier the whole or any portion of the material as the case may be, which is defective or fails to fulfil the requirements of the contract? The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier.

**5.5** The ultimate Consignee will forthwith issue a taking over certificate after confirming there are no complaints in the field from any Channel Partner/CSC. The ultimate Consignee shall not delay the issue of any "Taking Over Certificate" contemplated by this Clause on account of minor defects in the material 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. In this case BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking over Certificate" issuance of which shall certify the receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the Purchase Order will be equivalent to "Taking over Certificate".

**5.6** Nothing in Clause 5 shall, in any way, release the Supplier from any Warranty or other obligations under this contract.

## **6 DELIVERY AND DOCUMENTS**

**6.1** Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the material shall be to the ultimate consignee as given in the Purchase Order.

**6.2** The actual delivery schedule will be given in Purchase Order.

**6.3** 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.

**6.4** The delivery of the goods upto the consignee address is the responsibility of supplier.

Note: For the entire quantity of the items at S. No: 1.03, 1.04 and 1.06, BSNL will plan and order for distribution to BAs/OAs in a single go thereby reducing the delivery hassle for the vendor and other items which are more in quantity will be ordered as and when required.

**7 TRAINING** : Not Applicable

**8 INCIDENTAL SERVICES:** Not Applicable

## **9. WARRANTY**

The supplier shall warranty that the stores to be supplied shall be new and free from all defects and faults in material used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and shall perform in full conformity with the specification and drawings. The supplier shall be responsible for any defects that may develop under the condition provided by the contract and under proper use, arising from faulty material, design or workmanship such as damage of the material, inadequate quantity of material to meet material requirements, inadequate contact protection, deficiencies in the circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect the stores are faulty.

**9.1** If it becomes necessary for the supplier to replace any defective portion(s) of the material. 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 risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

**9.2 No Warranty period applicable for all the items mentioned in NIT Table of Section-1 Part-A.**

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**10. PAYMENT TERMS**

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**10.1 Payment Terms:**

Payment of 95% of the price as stated in clause 5 of section-V Part-A (Tender information) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority: Chief Accounts Officer (Claims), O/o CGMT, BSNL AP Circle, 2nd Floor, R. No: 211, BSNL Bhavan, Chuttugunta, Vijayawada- 520004.

(a) Invoice clearly indicating break up details of composite price i.e. basic, goods and service tax(GST), any other Duties and Taxes, Freight/Packing charges etc.

(b) Acknowledged Delivery Challan.

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

(d) Proof of payment of GST, if applicable.

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

NOTE: 1) If the supplier fail to furnish necessary supporting documents i.e. GST invoice / customs invoices etc. and also fails to upload the information on GST 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 if it declares the details of the invoices in its returns in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal

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

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

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

10.2 The balance 5% payment shall be made within a period of 6 months from the invoice date to ensure availability of input tax credit (ITC) & subject to the condition that there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O. Further, in case of any dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains. Additionally, in case the dispute is not settled due to any act of the supplier and input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier.

10.2.1: 100% payment (in place of 95% payment specified in clause 10.1 above) may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance 5% of the value of supplies (specified in clause 10.2 above) in favour of **AO(CASH) , O/o CGMT , BSNL , Vijayawada** from any scheduled bank in India valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In case, purchaser intimate shortages/damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at A.P Telecom Circle Head Quarters and shall be released only after the cases are settled in accordance with the provisions available in the Purchase Order / Tender Document.

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

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

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10.5

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The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier.

The bidder company is required to give the following information for this purpose:-

Beneficiary Bank Name:

Beneficiary branch Name:

IFSC code of beneficiary Branch:

Beneficiary account No.:

Branch Serial No. (MICR No.):

## 11 PRICES

**11.1 i)** 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 his bid.

ii)

a) Prices will be fixed at the time of issue of Purchase Order as per taxes 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 the new taxes/duties for the supplies to be made during the remaining delivery period as per terms and conditions of the Purchase Order.

**iii)** Any increase in taxes and other statutory duties/levies after the expiry of the scheduled 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.

## 12. CHANGES IN PURCHASE ORDERS

**12.1** The Purchaser may, at any time, by a written order given to the 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 other services to be provided by the Supplier.

**12.2** If any such change in respect of specifications 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 receipt of the change in order.

## 13. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the Supplier from any liability or obligation under the contract.

## 14. DELAYS IN THE SUPPLIERS PERFORMANCE

**14.1** Delivery of the goods and performance of 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 either 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.

**14.2** Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

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**14.3** a) If at any time during the performance of the contract, the Supplier encounters conditions impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing of 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 6 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.

b) Each case of delivery extension will be examined a fresh vis-à-vis the prevailing market prices.

c) The Extension of the delivery period against the Purchase Order(s), if any, should be granted subject to the condition that the BSNL shall have absolute right to revise the price (s) and also to levy penalty for the delayed supplies.

**14.4** 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.

## **15. LIQUIDATED DAMAGES**

**15.1** The date of delivery of the stores stipulated in 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 contract delivery period, without prior concurrence of the Purchaser, and be accepted by the consignee, such deliveries will not deprive the Purchaser of his right to recover liquidated damages under Clause 15.2 below.

**15.2 (i)** If the supplier fails to deliver the stores 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 to the LD per breach of contract, a sum equivalent to 0.5% of the value for every week of delay 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 10(ten) weeks of delay. The total LD will be to a maximum of 12% of order value.

**(ii)** The DP extension beyond 6 weeks would not be generally allowed. The extension beyond 6 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concern in case of tenders floated by The Circle and the functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 6 weeks.

**(iii)** In case of package supply where the delayed portion of supply materially hampers, L/D Charges shall be levied as above on the total value of the concerned package of the Purchase Order.

**(iv)** Quantum of Liquidated Damages assessed and levied by the purchaser and decision of the purchaser there on shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before arbitration, tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration Clause, as such shall be preferable to arbitration.

## **16. FORCE MAJEURE**

**16.1** 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 (herein after 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, as its option, terminate the contract.

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**16.2** 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.

## **17. TERMINATION FOR DEFAULT**

**17.1** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

**(a)** If the supplier fails to deliver 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.

**(b)** If the supplier fails to perform any other obligation(s) under the contract and

**(c)** If the supplier, in either of the above circumstances does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorise in writing) after receipt of the default notice from the purchaser.

**17.2** In the event the purchaser terminates the contract in whole or in part pursuant to Para 17.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

## **18. TERMINATION FOR INSOLVENCY**

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **19. ARBITRATION**

**19.1** In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the CGMT, A.P. Circle, BSNL, 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 his own duties or otherwise) with the functions of the CGMT, A.P. Circle, BSNL, Vijayawada or by whatever designation such an officer may be called (hereinafter referred to as the said officer) and if the CGMT, A.P. Circle, BSNL, Vijayawada or the said officer is unavailable or unwilling to act as such, then to the sole arbitrator or some other person appointed by the CGMT, A.P. Circle, BSNL, 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 on the ground that the arbitrator is a Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT, A.P. Circle, BSNL, 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.

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

**19.3** The Venue of the arbitration proceeding shall be the office of CGMT, A.P. Circle, BSNL, Vijayawada or such other places as the arbitrator may decide.

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**20. 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 or persons contracting through the BSNL and set off the same against any claim of the Purchaser or the BSNL or such other person or persons 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 or persons contracting through BSNL.

**21.** 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 AGM (S&M-II)-CM, O/o CGMT, Annexe building, first floor, Chuttugunta, AP Circle, Vijayawada.

**22.** The bidder should furnish the name of his collaborator (if applicable), brand name, model No., and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

### **23. FALL CLAUSE**

**23.1** The prices once fixed will remain valid during scheduled deliver period except for the provisions in Clause-11.1. Further, if any at any time during the contract.

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

**(b)** The prices received in a new tender for the same or similar material is less than the prices chargeable under the contract. 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 date of its effect, the purchase 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 defaulting vendor besides considering forfeiture of his performance security.

**23.2 (a)** The vendor while applying for extension of time for delivery of material, 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 material 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".

**(b)** In case under taking as in Clause 23.2(a) 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.

### **24. COURT JURISDICTION:**

**(i)** Any disputes arising out of the tender/ bid document/evaluation of bid / the issue of APO/PO shall be subject to the jurisdiction of the court at Vijayawada only.



**Section- V Part C**  
**General Conditions of AMC**

1. Not applicable



**SECTION VI PART - A  
UNDERTAKING & DECLARATION**

For understanding the terms & condition of Tender & Specification of work

**a) Certified that:**

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

**b) The tenderer hereby covenants and declares that:**

- 1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
- 2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ Purchase Order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: .....

Place: .....

Signature of Tenderer

Name of Tenderer .....  
Along with date & Seal

**SECTION VI PART – B****NEAR-RELATIONSHIP CERTIFICATE**

The bidder should give a certificate that none of his/her near relative is working in the units as defined below 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. 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. The company or firm or the person will also be debarred for further participation in the concerned unit. 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 and sister's husband (brother in law).



**SECTION –VII PART-A**  
**BID SECURITY FORM**

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 **CGMT, AP CIRCLE, BSNL, Vijayawada** (Hereafter referred to as **CGMT, A.P. Circle**) for participation in the tender of work of.....vide tender no..... Now at the request of the Bidder, We ..... Bank..... Branch having ..... (Address) and Regd. office addresses ..... (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 AP CIRCLE BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the AP CIRCLE BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, STP 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 AP CIRCLE BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AP CIRCLE BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL, STP 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 AP CIRCLE BSNL that the AP CIRCLE 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 AP CIRCLE 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, STP or any indulgence by the BSNL, STP 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, AP Circle 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, AP Circle demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO(Cash), O/o CGMT,AP Circle Vijayawada-4" payable at Vijayawada.

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

Place: .....

Date:.....

(Signature of the Bank Officer)  
Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**SECTION – VII PART - B FORM**

7(B) For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas CGMT AP Circle Vijayawada R/o .....(hereafter referred to as BSNL, AP CIRCLE BSNL) has issued an APO/PO no. .... Dated... /...../20.... awarding the work of ..... to M/s.....R/o .....(hereafter referred to as "Bidder") and AP CIRCLE BSNL has asked him to submit a performance guarantee in favour of CGM AP CIRCLE BSNL Vijayawada of Rs. ....-(hereafter referred to as "P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date") Now at the request of the Bidder, We .....Bank.....Branch having .....Address) and Regd. office address as .....(Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL, AP CIRCLE that if in the opinion of the AP CIRCLE BSNL, the Bidder has in any way failed to observe or form 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, AP CIRCLE the said sum limited to P.G. Amount or such lesser amount as BSNL, AP CIRCLE may demand without requiring BSNL, AP CIRCLE 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, AP CIRCLE shall be conclusive as regards the liability of Bidder to pay to BSNL, AP CIRCLE 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, AP CIRCLE 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, AP CIRCLE 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,AP CIRCLE 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,AP CIRCLE or any indulgence by BSNL,AP CIRCLE 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 B.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, AP CIRCLE 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,AP CIRCLE demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO(CASH),O/o CGMT, AP CIRCLE, BSNL, Vijayawada" payable at Vijayawada.

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

Place: .....

Date:.....

(Signature of the Bank Officer)  
With seal and stamp of the Bank

Authorized Power of Attorney Number: .....

Name of the Bank officer:.....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers.....

**SECTION – VII PART - C**  
**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

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 Mini Conference Hall O/o CGMT AP Circle Vijayawada-4 We hereby authorize Mr. / Ms. ....& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....  
Signature of the Representative:  
.....

Signature of Bidder/ Officer authorized to sign

Name of the Representative: .....  
Signature of the alternative Representative: .....  
Name of the alternative Representative: .....

Above Signatures Attested

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



**SECTION – VII      PART - D**  
**CLAUSE BY CLAUSE COMPLIANCE**

Sl No	Sectin No	Details	Remark for compliance (All clauses of this section are complied)
1	3 Part A	Scope of work	All clauses of this section are complied
2	3 Part B	TECHNICAL SPECIFICATIONS/ REQUIREMENTS	All clauses of this section are complied
3	3 Part C	Schedule of Requirement (SOR)	All clauses of this section are complied
4	4 Part A	General Instructions to Bidders(GIB)	All clauses of this section are complied
5	4 Part B	Special Instructions to Bidders(SIB)	All clauses of this section are complied
6	5 Part A	General (Commercial) Conditions of Contract (GCC)	All clauses of this section are complied
7	5 Part B	Special (Commercial) Conditions of Contract (SCC)	All clauses of this section are complied

**Note :**

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.

Signature of the Tenderer  
With date and seal

**SECTION – VII PART - E**

**CERTIFICATE REGARDING DOWNLOADING OF TENDER DOCUMENT FROM PORTAL**

I/We.....

Authorized signatory hereby declare that the tender document submitted has been downloaded from the website <https://etenders.gov.in> and no additions /deletions/correction has been made in the proforma downloaded. Further if any modification in the tender schedule is noticed, the bid may be rejected irrespective that whether the tender is under evaluation or awarding stage or awarded or at any stage as per the decision of the tendering authority . The decision of tendering authority is final and binding on both sides. The EMD/SD paid by me can be forfeited.

Signature of bidder

**SECTION – VII PART F****STATEMENT OF PRODUCTION & SUPPLY CAPACITY OF THE FIRM**

S.no	Details	Quantity
1	Total production capacity of the firm per month.	
2	Purchase Orders on hand with the firm from other Circles as on date.	
3	Quantity of material being delivered / to be delivered by the firm month-wise against pending orders.	
4	Quantity of material for which P.Os are likely to be received by the firm from other circles.	
5	Monthly quantity that can be supplied By the firm to A.P. Circle if orders are placed.	

SIGNATURE

**SECTION –VIII**  
**Bidder’s profile & Questionnaire**

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

A) Tenderer’s Profile

1. Name of the Individual/ Firm: .....

2. Present Correspondence Address

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

Telephone No. ....

Mobile No. ....

FAX No. ....

3. Address of place of Works/Manufacture .....

.....

Telephone No. .... Mobile No. ....

4. State the Type of Firm: Sole proprietor-ship/partnership firm/ Private limited company.

(Tick the correct choice):

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. A. Permanent Account No. : .....

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

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

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

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

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

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

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

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

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



SECTION –IX PART A

BID FORM

To	From,
.....	.....
<u>&lt;complete address of the purchaser&gt;</u>	<u>&lt;complete address of the Bidder&gt;</u>
.....	.....
.....	.....

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. dated .....the 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. We agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. We understand that you are not bound to accept the lowest or any bid, you may receive.
4. If our Bid is accepted, we will provide you with a guarantee from a Scheduled Bank for a sum of Rupees mentioned in APO for the due performance of the contract.
5. 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.
6. 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.....

Witness  
Signature.....  
Name .....  
Address.....

Signature .....  
Name .....  
In the capacity of .....  
Duly authorized to sign the bid for and on  
behalf of.....

## CHECK LIST

S.No	Required Documents	Submitted / Not
<b>A</b>	<b>Physical Submission</b>	
1	Cost of the Tender Document (in original), if applicable	
2	EMD (in original)- Bid security in the form of DD / BG valid for 180 days from the date of tender opening , if applicable	
3	Power of Attorney (in original), if applicable	
<b>B</b>	<b>Technical Bid</b>	
1	Tender Document signed in all pages	
2	Registration certificate from State Directorate of Industries or IEM (Industrial Entrepreneur Memorandum) acknowledgment from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India or from State Govt.	
3	Approval from Reserve Bank of India /SIA in case of Foreign Collaboration	
4	Proformas to be submitted of Section VII D & F i.e. Clause by Clause compliance of all sections of the tender document and Statement of Production & Supply capacity of the firm	
5	Valid Pan No.	
6	Valid MSE or MSME Certificate (i.e. NSIC/DIC/KVIC/KVIB etc. as applicable)	
7	Non Black listing certificate	
8	Proof of GST Registration certificate	
9	Certificate of incorporation	
10	Article or Memorandum of Association or Partnership deed or proprietorship deed as the case may be and the amendments, if any.	
11	Latest audited annual report (OR) a certificate from its bankers to assess its solvency/financial capability.	
12	Experience Certificate, in the form of work completion certificate given by concerned organization.	
13	Certificates from all Directors or the bidders stating that none of their near relatives are working in BSNL.	
14	Bidders profile and Questionnaire duly filled	
15	Undertaking and Declaration duly filled	
16	Documentary evidence about technical and production capability necessary to perform the contract as per SECTION – VII PART F	
17	Bid Form Section 9 Part A	
18	List of Directors including their names, DIN No. along with contact Nos of Office and residence.	
19	Self - Declaration of Non alteration of Tender Document as per 12.1 of Section -1 Part-A	
20	Certificate regarding downloading of tender document from BSNL official website	
21	Bid documents signed by all pages	
<b>C</b>	<b>Financial Bid</b>	
1	Price Bid of SECTION –IX PART B (online submission only)	

**SECTION –IX PART B**  
**PRICE SCHEDULE**

<b>Tender Inviting Authority:Assistant General Manager (Tenders), O/o CGMT, BSNL, Chuttugunta, Vijayawada– 520004</b>										
<b>Name of Work: Tender document for print, supply and procurement of marketing items under Below the line (BTL) activities for the year 2024-25</b>										
<b>Contract No: APCO-23/11(13)/32/2024-MM AND IT Dated 07-10-2024</b>										
<b>Name of the Bidder/ Bidding Firm / Company :</b>										
<b>PRICE SCHEDULE</b>										
<b>(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)</b>										
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>										
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs.	BASIC RATE In Figures To be entered by the Bidder in Rs.	GST Amount in INR Rs.	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs.	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	9	13	14	15
1	<b>Electrical Items :</b>									
1.01	Tariff card -A4 Size, 180 GSM Art Paper, Multicolour, Double Side	item1	20000.00	No's	1.80			0.00	0.00	INR Zero Only
1.02	Pamphlets (single colour)-A5 size 90 GSM Art Paper, Single Colour, single side	item2	15000.00	No's	0.80			0.00	0.00	INR Zero Only
1.03	Danglers - Danglers : 2' x 1' , 3mm corrugated sun pack boards with two eyelets – Double side multicolour printing and supply	item3	200.00	No's	36.00			0.00	0.00	INR Zero Only
1.04	Marketing Umbrellas- Promotional Garden Umbrella with Stand, Thick Waterproof Fabric 8 Ft height and 34 inch diameter, Printed with BSNL Logo/Creatives	item4	300.00	No's	1343.00			0.00	0.00	INR Zero Only



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1.05	Flex Banners (mentioning services)-Designing printing and Supply of Flex banners: 180 GSM, Vinyl, Different sizes with eyelets on corners	item5	5000.00	SQ.FT	12.00			0.00	0.00	INR Zero Only
1.06	Promotional Canopies- (foldable) -6' X 6' X 7' -powder coated metal pipe heavy duty- water proof- tetron fabric Printed with BSNL Logo/Creatives	item6	120.00	No's	4514.00			0.00	0.00	INR Zero Only
1.07	Promotional Caps for retailers- Universal size, Baseball type Cap printed with BSNL Logo(As per the Colour and Pattern Supplied by BSNL)	item7	1300.00	No's	75.00			0.00	0.00	INR Zero Only
<b>Total in Figures</b>								<b>0.00</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>	<b>INR Zero Only</b>									