



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprises)

TENDER DOCUMENT
FOR
PROCUREMENT Of DG BATTERY

Tender No.
Eng-277/CMTS/2013-14/3 Dated 16 -12- 2013

OFFICE OF THE GENERAL MANAGER (NW-CM)
ODISHA CIRCLE, BHUBANESWAR - 14

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SCHEDULE TO THE INVITATION OF TENDER.

1.Tender No & Date : Eng-277/CMTS/2013-14/3 Dated 16-12-2013

2. Due Date & Time of receipt of Tender: 03-01- 2014 up to 13: 00 Hrs.

3. Date & Time of opening of Tender: : 03-01- 2013 at 15: 00 Hrs.

4. Validity of Tender offer : 150 days after opening of Tender

5. Terms Of Despatch : FOR Destination

6. Mode of Transport : By Rail/Road

a. On Composite Price basis : Composite price inclusive of all taxes/levies, forwarding, freight, loading & unloading insurance etc. but exclusive of octroi/entry tax.

7. Description of Stores :-

(a) Name of the Item: Automotive battery for use in the DG sets

(b) Specification : 12 Volt 88 AH Automotive DG battery & 12 volt MF DG battery with in -built charger

(c) Quantity : 159

(d) Earnest Money Bank Guarantee (EMBG) : See Table-A

(e) Type of procurement: Repetitive procurement



SECTION I

Notice Inviting Tender

Eng-277/CMTS/2013-14 /3 Dated 16-12-2013
Tender for supply of Diesel Generator Batteries

On behalf of Bharat Sanchar Nigam Limited (BSNL), Wax Sealed tender is invited on two stage bidding system from Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document, for supply of Diesel Generator Batteries . The batteries should conform to the specifications contained in the tender document.

IMPORTANT: EACH ITEM IS A SEPARATE/INDIVIDUAL OPEN TENDER/BID (See Table-A)

Tender Notice No & date	NIT No: <u>Eng-277/CMTS/13-14/ 3 Dated 16-12-2013</u>
Tendered Items	DIESEL GENERATOR BATTERY
Technical specification & Schedule of requirement	Details available in Section V
Tender document downloadable from	18 -12-2013 onwards
Date of receipt of queries from bidders	Up to 16.00Hrs of 25 - 12-2013
Reply of queries by BSNL	Before 17.00 Hrs of 26 -12-2013
Last Date of Submission of Tender	03 - 01-2014 up to 13.00 Hrs
Date & Time of Opening of Tender (Technical Bid only)	03 - 01-2014 at 15.00 Hrs
Amount of Bid Security (In Rs.) See table A	In the form of a crossed demand draft drawn in favour of the Accounts Officer (Cash), O/o GM(CMTS), BSNL, Odisha Circle, Bhubaneswra-751014 and payable at Bhubaneswar . <i>The A/c Payee DD drawn before the NIT date and or not payable at Bhubaneswar will not be considered.</i> The EMD can also be in the form of bank guarantee issued by a scheduled bank and valid for a period of 180 days from the date of tender opening. Firms having valid NSIC registration Certificates are exempted from submitting EMD up to their monetary limits.
Cost of Tender Form (See table A)	Non- Refundable. the payment will be accepted in the form of crossed demand draft only, drawn on any scheduled / nationalized bank in favour of the Accounts Officer (Cash), O/o GM(CMTS), BSNL, Odisha Circle, Bhubaneswar-751014 and payable at Bhubaneswar

The Tender document can be downloaded from the website: www.orissa.bsnl.co.in through CMTS link and to be submitted in the wax sealed envelope. Cost of Tender Document (in the form of DD) and Bid Security (in the form of Bank Guarantee in original or in the form of crossed DD) have to be enclosed in the Envelope- A & documents of Technical bid have to be enclosed in envelope-B .Financial Bid should be enclosed in Envelope-C .These three envelopes are to enclosed in an another envelope. The envelopes containing Envelope-A, Envelope-B, Envelope-C should be put in a big envelope & wax sealed .This big wax sealed envelope should be dropped in the tender box in the chamber of AGM(NWP-II) before scheduled date and time of submission of the tender otherwise the Bid will not be considered.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.



Bidders to Note:

Accessibility of Tender Document: Tender document can be obtained by downloading it from the website (www.orissa.bsnl.co.in) or the tender can be had from SDE(Infra),O/o GM(CMTS),Telephone Exchange BJB Nagar,3rd floor,Bhubaneswar on production of crossed DD of Rs. 525.00 (Rupees Five hundred Twenty Five) only as per NIT.(Sec-I)

Crossed DD / Bankers cheque /PBG as stated in NIT towards the bid security/Performance Security , cost of tender paper for an amount mentioned in table-A against the item (See Table-A) shall have to be submitted along with the tender bid(Envelope-A) failing which the tender bid will be liable for rejection.

1) Eligibility Criteria:

- a. The registered firms/registered Companies/registered manufacturers/registered dealers who manufacture / supply the DG battery are eligible to participate in the tender.
- b. Near relatives of BSNL employees directly recruited, absorbed or on deputation/deemed deputation are prohibited from participating in the tender. A certificate is to be given with the tender by the tenderer, to the effect that no near relative(s) of the tenderer is (are) working anywhere in whole of the BSNL as per the Sec-XIV.
- c. The bidder shall have PAN card in the name of the firm/individual in case of proprietorship.
- d. The bidder should have valid VAT registration certificate.
- e. The bidder should have Sales Tax clearance certificate.
- f. The bidder shall attach the Xerox copies of purchase order for the tendered item .
- g. The bidder should have valid authorised dealership certificate in case of dealer.
- h. The bidder should submit the Bid Security(EMD) of Rs.26 000/- in form of DD drawn on any scheduled bank at Bhubaneswar in favour of AO(Cash),O/o GM(CMTS),Bhubaneswar or Bid security of Rs 26000 /- may be submitted in the form of Bank Guarantee vide Bid Security form (Sec -X) (EMBG) valid for a period of 180 days from the date of opening of Techno-Commercial bid.
- i. The original Power of Attorney should be submitted and executed on the non- judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same to be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned. The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard on behalf of the Company/Institution/Body Corporate. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney as per format in Section -XV
- j. Tender document signed with seal in all pages.
- k. Tenderer/Bidders Profile filled and submitted as per section -IX
- l. Crossed Demand Draft of Rs 525 (Non-refundable) as specified in NIT towards the cost of Bid document downloaded from the website www.orissa.bsnl.co.in
- m. Latest and valid NSIC certificate clearly showing the date of issue, tendered item and monetary limit and its monthly turnover in support of its claim for meeting the delivery schedule, if applicable.
- n. Technical Bid:- Sec-VI
- o. Bid Form Sec-VII
- p. Financial Bid:-Sec-VIII
- q. Article or Memorandum of Association or Partnership Deed or Proprietorship Deed as the case may be.
- r. Letter of Authorization by written Power of Attorney in favour of a person who is signing the bid .

Dated attested copies of relevant documents by Notary /Gazetted officer to substantiate fulfillment of all the eligibility conditions enumerated above must be submitted along with the bid, otherwise the bid will be liable for rejection.

Asst. General Manager (NWP-II),
O/o. GM(CMTS). Telecom, BSNL,
Odisha Circle, Bhubaneswar-751014.
Tel No. 0674-2431000 FAX No. 0674-2432844



•TABLE-A

SI No	ITEMS	Qty	Bid cost (In RS)	EMBG/ Bid security (In Rs)	PBG (In Rs.)
1	2	3	4	5	6
1	12 Volt,88 AH Automotive DG battery	109	525	26000	65000
2	12 volt MF battery with in built charger	50			
	Total	159	525	26000	65000

Note: In case the last date of submission /opening of bid is declared to be a holiday, last 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.

- 1) Place of opening of Tender bids: The Tender Opening Officers as well as authorized representatives of bidders can attend the Public Tender Opening Event (TOE) at the Conference Hall, O/o GM(CMTS), Bhubaneswar-751014 where BSNL's Tender Opening Officers would be conducting Public Tender Opening Event (TOE)
- 2) Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
- 3) The GM(CMTS),BSNL, Odisha Telecom Circle, Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason. The GM(CMTS),BSNL Odisha Telecom Circle Bhubaneswar is not bound to accept the lowest tender.
- 4) Tender document can be downloaded from the website www.orissa.bsnl.co.in following the CMTS Link .
- 5) In case of any correction/ addition/ alteration/omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 6) All statutory taxes as applicable shall be deducted at source before payment.



Tender Information

- 1 Type of tender : TWO Stage bidding tender.
- 2 Bid Validity Period / Validity of bid Offer for acceptance by BSNL 150 days from the tender opening date .
- 3 Following Documents to be submitted in envelope-A:-

Sl. No	Description of item
1	Demand Draft of the amount(See Table-A of NIT) towards the cost of Bid document (Non refundable) downloaded from the website www.orissa.bsnl.co.in
2	The bidder should submit the Bid Security(EMD) of Rs.26 000/- in form of DD drawn on any scheduled bank at Bhubaneswar in favour of AO(Cash),O/o GM(CMTS),Bhubaneswar or Bid security of Rs 26000 /- may be submitted in the form of Bank Guarantee vide Bid Security form (Sec -X) (EMBG) valid for a period of 180 days from the date of opening of Techno-Commercial bid.

4. Following documents to be submitted in envelope-B

Sl. No	Description of item
1	The registered firms/registered Companies/registered manufacturers/registered dealers who manufacture / supply the DG battery are eligible to participate in the tender.
2	Tender document signed with seal in all pages
3	Article or Memorandum of Association or Partnership Deed or Proprietorship Deed as the case may be.
4	Letter of Authorization by written Power of Attorney in favour of a person who is signing the bid.
5	Copy of PAN card in the name of firm/individual in case of proprietorship
6	Sales Tax registration certificate and Latest Sales Tax clearance certificate.
7	Technical Bid as per Sec-VI
8	Bid Form as per Sec-VII
9	Price Schedule as per Sec-VIII
10	Tenderer/Bidders Profile filled and submitted as per section – IX
11	Bid Security form as per Section-X
12	Performance security guarantee form as per Section XI
13	Letter of authorisation for attending bid opening as per Section-XII
14	UNDERTAKING & DECLARATION as per Sec-XIII
15	Certificate of Non-Participation of near relative as Per section XIV
16	General Power of attorney proforma as per Sec-XV (If applicable) by all the partners & directors.
17	Format for acceptance of Purchase Order /Advance Purchase order as per Section:- XVI
18	No deviation certificate as per Sec-XVII
19	Declaration of downloading as per Section XVIII
20	Clause by Clause compliance as per Sec-XIX
21	Latest and valid NSIC certificate clearly showing the date of issue, tendered item and monetary limit and its monthly turnover in support of its claim for meeting the delivery schedule, if applicable.
22	(i) The original Power of Attorney should be submitted and executed on the non- judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same to be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned as per Section-XV. (ii) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard on behalf of the Company/Institution/Body Corporate. (iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.



23	Article or Memorandum of Association or Partnership Deed or Proprietorship Deed as the case may be.
24	Letter of Authorization by written Power of Attorney in favour of a person who is signing the bid.

- i) Envelope-C should contain Financial Bid/Price schedule(Section- VIII)



SECTION - II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) "Purchaser " means the Bharat Sanchar Nigam Limited (BSNL), Odisha Circle
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the firm supplying the material under the contract.
- (d) "The Advance Purchase Order" (APO) means the intention of BSNL to place the Purchase Order on the bidder.
- (e) "The Purchase Order" means the order placed by the BSNL on the Supplier signed by the BSNL including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase Order shall be deemed as "Contract" appearing in the document.
- (f) "The Contract Price" means the price payable to the Supplier under the Purchase Order for the full and proper performance of its contractual obligations.
- (g) The scope of this bid /tender is for the supply of DIESEL GENERATOR Batteries for the use in NBSNL BTS sites of CMTS unit of BSNL, Odisha Circle.
- (h) The selected bidder(s)/successful bidder(s), herein after called as approved supplier, will supply DIESEL GENERATOR Batteries as per the terms and conditions contained in the contract for which an agreement prescribed by BSNL has to be signed.

2. ELIGIBILITY CONDITIONS:

Sl. No	Description of item
1	Demand Draft of the amount(See Table-A of NIT) towards the cost of Bid document downloaded from the website www.orissa.bsnl.co.in
2	Bid Security Form- Bank Guarantee for the amount (See Table-A of NIT) towards the Bid Security Deposit (EMD) valid for a period of 180 days from the date of tender opening-submitted as per Sec-X. OR if applicable. In case, the bidder is claiming exemption for furnishing the Bid Security, registration certificate for tendered item from NSIC, which is valid for minimum 180 days from the opening of tender, is to be enclosed.
3	Tender document signed with seal in all pages
4	Tenderer/Bidders Profile filled and submitted of section –IX
5	Latest and valid NSIC certificate clearly showing the date of issue, tendered item and monetary limit and its monthly turnover in support of its claim for meeting the delivery schedule, if applicable.
6	The registered firms/registered Companies/registered manufacturers/registered dealers who manufacture / supply the DG battery are eligible to participate in the tender.
7	(i) The original Power of Attorney should be submitted and executed on the non- judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same to be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned as per Sec-XV. (ii) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard on behalf of the Company/Institution/Body Corporate.



	(iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
8	Declaration for Downloading the tender Document as per Sec-XVIII
	Clause by Clause compliance as per Sec-XIX
	UNDERTAKING & DECLARATION as per Sec XIII
	Format for "No Near Relative Certificate" as per Sec-XIV
9	Bid Form as per Sec-VII
10	Technical Bid as per Sec-VI
11	Financial Bid/Price Schedule as per Sec-VIII
12	Article or Memorandum of Association or Partnership Deed or Proprietorship Deed as the case may be.
13	Letter of Authorization by written Power of Attorney in favour of a person who is signing the bid.
14	Copy of PAN card in the name of firm/individual case of proprietorship .
15	Sales Tax registration certificate and Latest Sales Tax clearance certificate.

Attested copies of relevant document to substantiate fulfillment of all the eligibility conditions enumerated above must be submitted along with the bid, otherwise the bid will be liable for rejection.

B.THE BID DOCUMENTS

3. COST OF BIDDING:

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

4. BID DOCUMENTS :

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents.

The Bid Documents include:

- (a) Notice Inviting Tender
- (b) Instruction to Bidders
- (c) General (Commercial) Conditions of the Contract
- (d) Special Conditions of Contracts.
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules (Section VII & Sec-VIII)
- (h) Bid Security Form, Performance security bond form
- (i) Letter of authorization to attend bid opening
- (k) Format for acceptance of APO/PO
- (l) Certificate regarding no near relatives in BSNL

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

5.1 A prospective bidder requiring any clarification on the Bid Documents shall notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation to Bid. The Purchaser shall respond in writing to any request for the clarification on the Bid Documents, which it receives not later than 14 days prior to the date of opening of the Tenders. Clarification (without identifying the sources) issued by the purchaser on such queries sought shall be notified in the website.

5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.



The format in which the clarifications are to be sent via E-mail (in EXCEL Format only) and FAX is given below.

S. No.	Section	Clause	Brief Description of the clause	Ref Page No in Bid	Comments of Bidder

6. AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date of submission of bids, the BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 6.2 The amendments shall be notified in writing or by Fax or e-mail or by corrigendum in website www.orissa.bsnl.co.in to all prospective bidders on the address intimated at the time of purchase of bid document from the BSNL and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission of bids suitably.
- 6.4 Any amendment to the Bid document shall be uploaded in the web site as and when it is made. Bidders should note from the purchaser's website such amendments and quote taking such amendments into account while submitting their bids.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise the following components:

- Documentary evidence established in accordance with Clause 2 and 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- Bid Security furnished in accordance with Clause 12.
- A clause by Clause compliance as per clause 11.2.
- A Bid form and price schedule completed in accordance with clause 8 & 9.

8. BID FORM :

The bidder shall complete the Bid Form as Per Sec-VII and the appropriate Price Schedule furnished in the Bid Documents as per Section VIII.

9. BID PRICES:

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding Octroi/Entry Tax which will be paid extra as per actuals, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section VIII. Prices of incidental services should also be quoted. ~~The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the Purchaser.~~ Entry Tax is as applicable in Odisha.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner
- The Basic Unit price of the goods, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall be quoted separately item wise.
 - The supplier shall quote as per price schedule given in Section VII Part-II for all the items given in schedule of requirement.
- 9.3 A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be with sufficient detail to enable the BSNL to arrive at prices of items Offered.
- 9.5 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.



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

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATIONS

10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

Sl. No	Description of item
1	Demand Draft of the amount(See Table-A of NIT) towards the cost of Bid document downloaded from the website www.orissa.bsnl.co.in
2	Bid Security Form- Bank Guarantee for the amount (See Table-A of NIT) towards the Bid Security Deposit (EMD) valid for a period of 180 days from the date of tender opening-submitted as per Sec-X. OR if applicable. In case, the bidder is claiming exemption for furnishing the Bid Security, registration certificate for tendered item from NSIC, which is valid for minimum 180 days from the opening of tender, is to be enclosed.
3	Tender document signed with seal in all pages
4	Tenderer/Bidders Profile filled and submitted of section –IX
5	Latest and valid NSIC certificate clearly showing the date of issue, tendered item and monetary limit and its monthly turnover in support of its claim for meeting the delivery schedule, if applicable.
6	The registered firms/registered Companies/registered manufacturers/registered dealers who manufacture / supply the DG battery are eligible to participate in the tender.
7	(i) The original Power of Attorney should be submitted and executed on the non- judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same to be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned as per Sec-XV. (ii) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard on behalf of the Company/Institution/Body Corporate. (iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
8	Declaration for Downloading the tender Document as per Sec-XVIII
9	Clause by Clause compliance as per Sec-XIX
10	UNDERTAKING & DECLARATION as per Sec XIII
11	Format for “No Near Relative Certificate” as per Sec-XIV
12	Bid Form as per Sec-VII
13	Technical Bid as per Sec-VI
14	Financial Bid as per Sec-VIII
15	Article or Memorandum of Association or Partnership Deed or Proprietorship Deed as the case may be.
16	Letter of Authorization by written Power of Attorney in favour of a person who is signing the bid.
17	Copy of PAN card in the name of firm/individual case of proprietorship .
18	Sales Tax registration certificate and Latest Sales Tax clearance certificate.

Note-1: Documents to be produced in original before issue of work order for verification.

Note-2: If any one of the above documents required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser may at it's discretion call for any clarification regarding the document within a stipulated time period. In such case(s), the bidder shall have to comply the purchaser's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

12
READ, UNDERSTOOD, COMPLIED WITH AND AGREED
SIGNATURE OF THE BIDDER WITH SEAL



10.3 In order to enable the Purchaser to assess the provenness of the system offered, the bidder shall provide documentary evidence regarding the system being supplied by him.
All pages of the original Bid submitted in Envelope-B including blank pages with scoring except for un-amended printed literature shall be signed by the person or persons signing the Bid.

10.4 A signed undertaking from the authorized signatory of the bidder that shall certify that all the components/parts /assembly software used in the and that no refurbished/duplicate/secondhand components/parts/assembly are being used or shall be used.

11. BID SECURITY/EMD:

11.1 (i) The bidder shall furnish a bid security of amount as specified in detailed NIT (Section 1). The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. OR Rs. Fifty lakhs whichever is lower

- A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.
- The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of its presentation.
- The unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.

(ii) If a vendor registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

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

12.3 The bid security shall be submitted in the form as per section-VII of the bid document issued by a scheduled bank in favour of AO(Cash), O/o GM(CMTS), Bhubaneswar valid for a period of 180 days from the date of tender opening as specified in detailed NIT (section-1).

12.4 A bid not secured in accordance with Para 12.1 & 12.3 shall be summarily rejected by the Purchaser being non-responsive at the bid opening stage.

12.5 The bid security of the unsuccessful bidder will be returned/discharged as promptly as possible and within 30 days of acceptance/finalisation of tender but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited :

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

(b) In the case of successful bidder , if the bidder fails :

(i) to sign the contract in accordance with clause 28 or

(ii) to furnish performance security in accordance with clause 27.

(c) In both the above cases, i.e 12.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of PO. The bidder will not approach the court against the decision of BSNL in this regard.

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 150 days from the date of bid opening prescribed by the BSNL, pursuant to clause 19.1. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

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



14.0 FORMAT AND SIGNING OF BID

14.1(i) The bidder shall submit his bid complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated using Signature by the authorized person.

(ii) The copy of Article or Memorandum of Association should be submitted along with other documents as required.

14.2 The bid shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrected documents or revisions shall be authenticated by the person signing the bid using digital signature. All pages of the original bid, except for unamended printed literature, shall be signed digitally

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

(ii) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body Corporate.

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

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

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS :

15.1 The bidders are specifically required to submit their offers in three parts: -, each in different sealed envelopes duly marked as :-

- ii) Envelope – A should contain (i) Bid security & (ii) DD for cost of bid document. The Envelope should be superscribed in bold for the name & address of bidder & "Tender for supply of Automotive DG battery.
- iii) Envelope-B should contain Technical Bid along with all the documents as per clause 2 & 10.1 of Section-II. The envelope should be superscribed as Technical bid and name & address of the bidder.
- iv) Envelope-C should contain Financial Bid (Section-VIII). The envelope should be superscribed as Financial bid and name & address of the bidder.

.....
All the three envelopes (A,B&C) should be submitted in a large Envelope. The Large envelope should be wax sealed..

Above three covers are to be sealed properly. All the three covers (A,B&C) shall be kept in one outer cover which will also be wax sealed properly and superscribed as Tender for DG battery and name & address of the bidder.

If the envelopes are not sealed and marked as required above, the bid is liable for rejection at the tender opening stage itself.

Envelope A:- should contain (i) Bid security as per clause 11 & (ii) DD towards the cost of Bid document as per NIT .m

Envelope B should contain all the documents as mentioned in clause 2 & 10.1 of Sec-II along with the Section VI with due compliance in the column as "Submitted" & "Not Submitted"

Envelope C should contain Financial Bid i.e. the rates quoted by the bidder in the prescribed format. (Section :- VIII)



If any one of the document required to be submitted in envelope A is found to be wanting, the concerned bid shall be rejected at the opening stage itself and the remaining envelopes B&C will not be opened.

15.2 (a) The outer cover should bear the item name i.e. (Tender for supply of DG battery in CMTS unit), the tender number i.e. (Eng-277/CMTS/13-14/3 dated 16.12.13 & the words "DO NOT OPEN BEFORE 15.00 hrs of 03.01.14." and "Should indicate the name & address of the bidder to enable the bid to be returned unopened in case it is declared "late". Bids shall either be sent by registered post or delivered in person. The responsibility for ensuring that bids are delivered in time would vest with the bidder. Bids shall be dropped in the tender box available in the Chamber of AGM(NWP-II) on or before 13.00 Hrs of 03.01.14. The tendering authority shall not be responsible if the bids are delivered elsewhere. The bid should be addressed to:-

Asst.General Manager(NWP-II)
O/o- The GM(CMTS), Telephone Exchange Building,
Room No: 312, 3rd floor;
BJB Nagar, Bhubaneswar-751014.

(b) The Venue of bid Opening will be: Conference Hall, O/o General Manager(CMTS), Bhubaneswar-751014 at 15.00 Hrs. on the due date. If due to administrative reason, the venue of Bid opening is changed, it will also be displayed prominently in the notice board on the ground floor of the above mentioned office.

16. SUBMISSION OF BIDS:

16.1 Bids must be submitted by the bidders not later than the specified date & time indicated in the NIT, Section -I.

16.2 The bidder shall submit his bid offer against a set of bid documents downloaded by him for all or some of the systems/s as per requirement of the Bid documents. One Bidder can submit only one bid.

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

17. LATE BIDS :

Any bid received after the dead line for submission of bids i.e. 13.00 hrs of 03.01.2014 shall be rejected and returned unopened to the bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS :

~~18.1 The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of~~.....
bids. The bidder's withdrawal shall have to be online and digitally authenticated (in case of e-tendering)

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

E. BID OPENING AND EVALUATION

19 OPENING OF BIDS BY PURCHASER

19.1 The bids will be opened in two stages. At 15.00 Hrs on the due date, the purchaser will open the technical bids in the presence of bidders or their authorized representatives. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (As per section XII). The bidders can view the opening details after the purchaser opened them.



- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.
- 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 the next working day, time remaining unaltered.
- 19.5 Technical bids will be evaluated by the purchaser and after completion of the technical evaluation the eligible bidders list for the financial bid opening will be made available in the website.
- 19.6 Opening date and time of Financial bid will be intimated later.

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 the 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:

- 21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the BSNL. 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.
- 21.3 Prior to the detailed evaluation, pursuant to clause 22, the BSNL will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.4 A bid determined as substantially non-responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.5 The BSNL 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 BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 (a) The evaluation and comparison of responsive bids shall be done on the basis of net cost to BSNL on the prices of the goods offered inclusive of Duties and Taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc.. As stipulated in clause 9.1, Octroi/Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/Entry Taxes will be paid extra, as per actual wherever applicable on production of proof of payment/relevant invoices/documents.
- 22.2 (b) i) "Duties & Taxes for which the firm has to furnish Cenvatable Challans/Invoices will be indicated separately in the PO / APO."
- ii) Vendors should furnish the correct E.D/Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to



wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.

iii) In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.

iv) The purchaser reserves the right to ask the bidders to submit documentary proof conforming the correct Tariff Head from the E.D./Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D/Customs Tariff notifications.

v) "If the supplier fails to furnish necessary supporting documents i.e. Excise / Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm."

22.3 Bids will be evaluated item-wise as per unit price (Inclusive of all taxes). L1 & L2 will be decided taking the price of each item separately.

CONTACTING THE PURCHASER

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

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

24. AWARD OF CONTRACT:

(a) The BSNL shall consider award of contract only to the bidder whose offers will be found Techno-Commercially, and financially acceptable. The tenderer, whose bid is selected by the GM(CMTS) Odisha, shall be communicated of such award through a letter of intent/acceptance. The supplier will have to deposit the PBG as per clause 4.1.1 of section -III within 2 weeks of date of issue of APO. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder/bidders with the lowest evaluated price.

(b)The quantity to L-1 and remaining bidders shall be in accordance with DOT Memo No. 3-6/93-MMT (Vol.IV) and is given below:

<u>No. of Bidders</u>	<u>Distribution of Quantity</u>
2	L-1 : 70% & L-2: 30%
3	L-1 : 50% Remaining quantity to other 2 selected bidders In inverse ratio of their evaluated prices.
4	L-1 : 40% Remaining quantity to other 3 selected bidders In inverse ratio of their evaluated prices.
5 to 9	L-1 : 30% Remaining quantity to other selected bidders In inverse ratio of their evaluated prices.
10 & above	L-1 : 20% -----Do-----

25. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

a. BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract or upto 50% of the additional quantities of goods and services contained in the running tender/contract can be ordered within a period of twelve 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 market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled a fresh.

- b. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the 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 market conditions and the impact of reduction in duties and taxes etc.
- c. The GM(CMTS),BSNL will have full power to accord administrative approval and financial concurrence to procure any equipment/material in any quantity by any means in the exigencies of services and interest of BSNL.
- d. Purchase orders will be placed in a phased manner as per the time to time requirement of the purchaser.

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER:

27.1 The issue of an advance Purchase Order shall constitute the intention of BSNL to enter into the contractual agreement with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give his acceptance along with performance security in conformity with section IX provided with the bid document.

27.3 The bidder shall also furnish the documents mentioned in the Advance Purchase Order along with unconditional acceptance and Performance security.

27.4 Immediately on receipt of the PBG the supplier shall place the Purchase Order.

28. SIGNING OF CONTRACT:

28.1 The issue of purchase Order shall constitute the award of contract on the bidder. Purchase orders will be placed on the successful bidder in a phased manner based on actual requirement.

28.2 Upon the successful bidder furnishing of performance security pursuant to clause 27, the purchaser shall discharge its bid security, pursuant to clause 12.

29. ANNULMENT OF AWARD:

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

30. REJECTION OF BID

While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents, Non-compliance of anyone of which shall result in out right rejection of the bid.

i. Clauses 12.1, 12.2 & 13.1 of Section II: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

ii. Clause 2 & 10 of Section II: If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of section II are not furnished, the bids will be rejected without further evaluation.

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

iv. Section III Commercial conditions, Section IV Special Conditions of Contract & Section V 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 compliances must be given.

v. Section VIII Price Schedule: Prices are not filled in as prescribed in price schedule.

vi. Section II clause 9.5 on discount which is reproduced below:

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

vii. Before outright rejection of the Bid by the Bid-Opening team for non-compliance of any of the provisions mentioned in clause 31.i, 31.ii of Section-II and Clause 2 of Section-IV, the bidder company will be given an opportunity to explain their position. However if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid-opening team immediately but in no case after closing of the tender process with full justification 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 the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

The In charge of the Bid Opening team will mention the number of Bids with name of the company found unsuitable for further processing on the date of tender opening and the number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the arguments of the bidder/company mentioned in their representation and feel that there is prima facie fact for consideration, the In charge of the Bid opening team will submit the case for review to competent authority, CGM in circles and Directors (Plg & NS) in Corporate Office as early as possible preferably on the next working day and decision to this effect should be communicated to the bidder company within a weeks' time positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

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

31. 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 if the breach of the above conditions are noticed.

The near relatives for this purpose are defined as:

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

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

32. "In case the tender document is downloaded from the web site a declaration in the following proforma has to be



furnished.

“ I (authorized signatory) hereby declare that the tender document submitted has been downloaded from the www.orissa.bsnl.co.in and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid”

In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation.

33. 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/tampered/ manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG)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.

To obviate any possibility of doubt and dispute and maintain veracity of the documents/papers/certificates, the documents conforming to eligibility part will be submitted by the participant bidder in a separate cover fully stamped and signed by the authorized signatory along with EMBG (bid security) of requisite amount and will be opened at the time of tender opening. The documents/papers to be submitted in a separate cover will be explicitly mentioned in clause-2 (i) of Section-IV. These papers will be signed by the in charge of the tender opening team and the authorized representative of the bidder company and will be kept preserved along with the original bid and in case of any dispute this paper will be treated as authentic one”.

34. COURT JURISDICTION:

- i. Any dispute arising out of the tender/bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at Bhubaneswar/ Cuttack.
- ii. Where a contractor/bidder/vendor has not agreed to arbitration, the dispute/claims arising out of the contract/PO entered with him shall be subject to the jurisdiction of the competent court at Bhubaneswar/Cuttack.



SECTION – III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contracts made by the BSNL for procurement of goods(tendered items).

2. STANDARDS:

The goods supplied provided under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-V.

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

- 4.1
 1. All suppliers including Small Scale Units who are registered with the National Small Scale Industries Corporation under single point registration shall furnish performance security to the purchaser for an amount equal to 5% of the value of correct value within 14 days from the date of issue of Advance Purchase Order.
 2. Firms registered with NSIC should furnish monthly turn over in support of their claims for meeting the delivery schedule duly certified by NSIC within 14 days positively from the date of issue of APO.
 3. In the event of non-submission of PBG within stipulated period the claim of vendor will be cancelled along with forfeiture of Bid Security.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section XI' of this Bid Document in favour of GM(CMTS). BSNL, Odisha telecom Circle and shall be valid for a period of three years.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any Warranty obligations under the contract.

5 INSPECTION AND TESTS

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

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

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

5.4 If any material or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the BSNL shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective materials good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding 15 days of the initial report. These replacements shall be made by the supplier free of all charges at site. Should he fail to do so within this time, the purchaser reserves his right to reject and replace the defective materials at the cost of the supplier, the whole or any portion of materials as the case



may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5.5 When the performance tests called for have been successfully carried out, the inspector/ultimate consignee will forthwith issue a Taking over Certificate. The inspector/ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the materials 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 one month. The 'Taking over Certificate' shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking over Certificate".

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

6. DELIVERY OF GOODS AND DOCUMENTS

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

6.2 The delivery of the goods and documents shall commence immediately on placement of purchase order on vender and be completed within Schedule Delivery period. The details delivery schedule will be given in Purchase order.

7. GUARANTEE/WARRANTY

The supplier should be responsible for replacement of faulty battery within the guarantee period , i.e, 18 months from the date of purchase The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) 24 months after the stores have been taken over under clause 5.5 above.

7.1

7.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 7.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twenty four months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

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

11. PAYMENT TERMS

Payment will be made on ordered basis, bills for which shall be submitted by the Supplier in duplicate to the SDE(Engg.) specified in contract along with challan slips duly signed by the consignee.

- a. 95% payment will be made on certificate from field DEs regarding satisfactory installation & commissioning of battery.



- b. 5 % Security Deposit will be released after successful completion of warranty period or on production of BG of equal amount.
- c. Bill is to be submitted in duplicate.
- d. Payment will be made through A/c payee cheque.

11.1

- i. Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the AGM (MM), O/o CGM, BSNL Odisha Door sanchar Bhawan, Bhubaneswar-751022 on the request of the bidder as and when asked for.
- ii. Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.
- iii. No payment will be made for goods rejected at the site on testing.

12.0 PRICES:

- 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 and statutory duties applicable at that time.
 - b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in this taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
 - c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- iii) Any increase in taxes and other statutory duties/levies after the expiry of 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.
- iv) Prices offered to other than L1 bidder shall not exceed the L1 price.

13. SUBCONTRACTS

No subcontract is permissible under this contract.

14. DELAYS IN THE SUPPLIER'S PERFORMANCE

14.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the delivery of goods and services is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close /cancels 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:

- a) Forfeiture of its performance security,
- b) Imposition of liquidated damages and/or
- c) Short closure of the contract in part or full and termination of the contract for default.

15 LIQUIDATED DAMAGES

15.1 The date of delivery of the equipments stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will



not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply.

15.2

- (i) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another (10)TEN weeks of delay.
- (iv) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
- (v) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied upto 20 weeks only as per provision at para (i).

15.3 In cases where the scheduled delivery period is distributed month-wise or is

in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the

corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

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 (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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 authorize 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 18.1 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 there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM Telecom, BSNL Odisha Circle, Bhubaneswar-751001 or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM Telecom, BSNL Odisha Circle, Bhubaneswar-751001 or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM Telecom, Odisha Circle, Bhubaneswar-751001 or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM Telecom, BSNL Odisha Circle, Bhubaneswar-751001 or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM Telecom, BSNL Odisha Circle, Bhubaneswar-751001 or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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 shall be the office of the CGM Telecom, BSNL Odisha Circle, Bhubaneswar-751001 or such other places as the arbitrator may decide.

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(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

21 DETAILS OF THE PRODUCT

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.



22 FALL CLAUSE

22.1 The prices once fixed will remain valid during the contract period as per clause 12 of Sec-III.

- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;
And /or
- (b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

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

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

23. Court Jurisdiction:

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

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

"This Contract/PO is subject to jurisdiction of Court at Bhubaneswar/Cuttack only"

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



SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II and "General (Commercial) Conditions of the Contract" as contained in Section III and wherever there is a conflict, the conditions indicated herein shall prevail over those in Section II and Section III.
2. (i) The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3 of Section II of the bid document, Cost of Bid Document in the form of DD, attested hard copies of eligible documents as mentioned in clause 2 of Section II, Power of Attorney duly notarized in original and downloaded tender document signed in all pages shall be submitted before 13.00 Hrs of the day of bid opening in a separate cover. The bank guarantee so submitted shall be as per the format given in Section VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the Bank with its detailed address, telephone number and FAX number. This cover should be super scribed as "BID SECURITY AND ELIGIBLE DOCUMENTS FOR TENDER No "....."issued on dt
- a. In case where the documents are not submitted in the manner prescribed under clause 2 above, the bid will be rejected.
3. The date fixed for opening of bids , if subsequently declared as holiday by BSNL of India, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day., time and venue remaining unaltered.
4. The Small scale industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest valid NSIC certificates and documents in respect of their monetary limit and financial capability duly certified by NSIC.
6. The Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser. Further, the suppliers whose equipment/item do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
7. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
8. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
9. Any clarification issued by BSNL in response to query raised by the prospective bidders shall form an integral part of the bid documents and it may amount to an amendment of relevant clauses of the bid documents.
10. 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 the GM(CMTS),BSNL Odisha Circle, Bhubaneswar, 751014.
11. The near relatives of all BSNL Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The near relatives for the purpose are defined as:-
 - (i) Members of a Hindu Undivided family
 - (ii) They are husband and wife
 - (iii) The one is related to other in the manner as father, mother, son(s) & son's wife (daughter- in- law), Daughter(s) & daughter's husband (son- in- law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
12. The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The bidder should give a certificate that none of his /her such near relative is working in



BSNL Odisha Circle, Bhubaneswar. In case of proprietorship firm certificate should be given by the proprietor, for partnership firm certificate should 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 Government of India or Governor of the State . Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage when it is so noticed. BSNL will not pay any damage to the company or firm or the concerned person. The company or the firm or the concerned person will also be debarred for further participation in tender/work in BSNL, Odisha Circle, Bhubaneswar.



SECTION –V

SCHEDULE OF REQUIREMENTS & Technical Specifications

Sl No	Description of item with Specification	Qty
1	2	3
DIESEL GENERATOR BATTERY SETS		
1	12 Volt,88 AH Automotive DG battery	109
2	12 volt MF battery with in built charger,	50

The above items should be 100% complied with the technical specifications furnished in SECTION-VI and an undertaking should be given to this effect.

2. DECLARATION

Tender Notification No. Eng-277/CMTS/2013-14/3 Dated 16-12-2013

To
Asst General Manager (NWP-II)
O/o GM(CMTS),Telephone Exchange Building,
BSNL, Odisha Circle ,Bhubaneswar – 751014.

Sir,

Sub: Tender for supply of DIESEL GENERATOR Batteries of various capacities – Reg.

Ref: Your Tender Notification dated

In response to your notification inviting tenders for supply of, DIESEL GENERATOR Batteries of various capacities I / We hereby enclose our offer.

I / We hereby declare that I /We have gone through the specifications, terms and conditions stipulated in the tender document and agreed to abide by the same in the event of acceptance of my / our offer.

Thanking you,
Yours faithfully

(Signature of Tenderer with Seal)

Date :

Note : Tender received without the above declarations will be rejected.

CERTIFIED THAT THE ITEMS QUOTED IN THE TENDER BID CONFORM TO THE SPECIFICATIONS MENTIONED in
Section V OF THIS TENDER

Signature & Seal of the bidder



SECTION VI

Technical Bid (To be enclosed with the documents to be furnished with Envelope-A)

Sl. No	Description of item	Submitted/Not Submitted/ Not Applicable
1	Demand Draft of the amount(See Table-A of NIT) towards the cost of Bid document downloaded from the website www.orissa.bsnl.co.in	
2	Bid Security Form- Bank Guarantee for the amount (See Table-A of NIT) towards the Bid Security Deposit (EMD) valid for a period of 180 days from the date of tender opening-submitted as per Sec-X. OR if applicable. In case, the bidder is claiming exemption for furnishing the Bid Security, registration certificate for tendered item from NSIC, which is valid for minimum 180 days from the opening of tender, is to be enclosed.	
3	Tender document signed with seal in all pages	
4	Tenderer/Bidders Profile filled and submitted of section –IX	
5	Latest and valid NSIC certificate clearly showing the date of issue, tendered item and monetary limit and its monthly turnover in support of its claim for meeting the delivery schedule, if applicable.	
6	The registered firms/registered Companies/registered manufacturers/registered dealers who manufacture / supply the DG battery are eligible to participate in the tender.	
7	(i) The original Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states(s) and the same to be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned as per Sec-XV. (ii) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard on behalf of the Company/Institution/Body Corporate. (iii) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.	
8	Declaration for Downloading the tender Document as per Sec-XVIII	
9	Clause by Clause compliance as per Sec-XIX	
10	UNDERTAKING & DECLARATION as per Sec XIII	
11	Format for “No Near Relative Certificate” as per Sec-XIV	
12	Bid Form as per Sec-VII	
13	Technical Bid as per Sec-VI	
14	Financial Bid as per Sec-VIII	
15	Article or Memorandum of Association or Partnership Deed or Proprietorship Deed as the case may be.	
16	Letter of Authorization by written Power of Attorney in favour of a person who is signing the bid.	
17	Copy of PAN card in the name of firm/individual case of proprietorship .	
18	Sales Tax registration certificate and Latest Sales Tax clearance certificate.	
19	Annual financial report for the year 2011-12 & 2012-13 and certificate from banker showing the credit limit	
20	No Deviation as per Section - XVII	
21	Vat Registration certificate	



SECTION VII

BID FORM

Tender No. ...Eng-277/CMTS/13-14/

Date:

To

The General Manager (CMTS),BSNL,
BSNL, Odisha Circle
Bhubaneswar – 751014.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, 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 this Bid.
2. We undertake, if our Bid is accepted, to commence deliveries within (.....) months and to complete delivery of all the items specified in the contract within (.....) months calculated from the date of issue of your purchase order.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of 150 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.
5. 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.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website www.orissa.bsnl.co.in .Any deviation will result in the rejection of the bid.
9. It is also assured that if concessional Sales Tax are available for the items to be supplied, the proof of applicable concessional sales tax will be submitted along with the tender document.

Dated this day of2013

Name and Signature -----

In the capacity of -----

Duly authorised to sign the bid for and on behalf of.

Witness

Address

Signature

Note: Telephone/Fax/Cell No & email id of the Bidders are also to be mentioned.



SECTION VIII
PRICE SCHEDULE FOR INDIGENOUS EQUIPMENT

Sl.No	NAME OF THE ITEM	Total Quantity	Ex-factory Price(Basic Unit Price Exclusive of all levies and charges)	Excise Duty/Custom Duty		Sales Tax		Freight, Forwarding, Packaging & Inland charges		Other Levies & Charges if any	Price per Unit Price (all Inclusive) (4+6+8+10+11)	Duties and Taxes CENVAT able on Unit Price	Unit Price Excluding Duties & Taxes CENVAT able(12-13)	levies and charges Excluding Duties and	Discount offered, if any.	Total Discounted Price Excluding duties & taxes CENVAT able (15-16)	Excise Duty Tariff Head	Import Content	Percentage (%) of Customs Duty	Customs Tariff Head
				%	Amount	%	Amount	%	Amount											
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)
1	12 Volt,88 AH Automotive DG battery	109																		
2	12 volt MF battery with in-built charger	50																		

The equipment as listed in the schedule of requirements (section V) and forming part of indigenous equipment supplies may be priced in the above format strictly as per the serial order in section V

Note

- i. We may declare that in quoting the above price, we have taken into account the entire credit on inputs available under MODVAT scheme introduced w.e.f 1-3-1986 and further extended on more items till date.
- ii. We hereby certify that ED/Customer tariff head shown in column 21 are correct and CENVAT Credit for the amount shown in column 16 above are admissible as per CENVAT credit rules 2004.
- iii. The bidder shall quote separately for Hard ware and Soft ware as per special conditions of contract.
- iv. The Bidder who submit the offer with concessional ED/Sales Tax shall submit the proof of applicable concessional ED/Sales Tax
- v. The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage, if there is any increase in Govt. duties/taxes within Scheduled Delivery Date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking ,viz.,L1/L2/L3.....etc keeping other levies & charges unchanged.



Sec-IX

Tenderer / Bidder's Profile

(To be filled in and submitted by the bidder)

S. No.	Description	Details-to be furnished by Bidders
1.	Name of the Firm	
2.	Address for correspondence	
3.	Telephone No Fax No Cell No Email id:	
4.	Address of place of Works/ Manufacture	
5.	Telephone No Fax No Cell No	
6.	QA address with Telephone & Fax Number	
7	Firm Type: Proprietor-ship / Partnership Firm/ Private Limited company	
8	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):	
9	Permanent Account No:	
10	Permanent Income Tax A/c No. (PAN)	
11	Service TAX Registration No.	
12	Valid and current Sales tax registration/ CST/ VAT/TIN	

Copy of service tax, ST, VAT, TIN registration to be submitted

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

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



SECTION X

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

Sub: Bid Security/EMD guaranteee.

Whereas M/s

R/o (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to/...../ 20.... (hereafter known as the "Validity date") in favour of GM(CMTS), BSNL Odisha Circle, Bhubaneswar-14 (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no. Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in BSNL Procurement Manual 2012 Page 89 full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and Accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL .O/o GM(CMTS),Bhubaneswar" payable at Bhubaneswar.
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 XI

Format For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

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

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the GM(CMTS),BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNC 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 BSNC shall be conclusive as regards the liability of Bidder to pay to BSNC 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 BSNC 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. BSNL Procurement Manual 2012 Page 91
5. The Bank further agrees that the BSNC 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 BSNC 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 BSNC or any indulgence by BSNC to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNC 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 BSNC demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at New Delhi.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers



SECTION XII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach AGM (NWP-II) before date of bid opening)

To
Asst. General Manager (NWP-II)
O/o General Manager (CMTS),
BSNL, Odisha Circle,
Bhubaneswar, 751014,

Subject: Authorisation for attending bid opening on (date) in the Tender of

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of -
.....(Bidder) in order of preference given below.

Order of Preference Name Specimen Signatures

I.

II.

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the bid
Documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

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

.....



Section XIII

UNDERTAKING & DECLARATION

For understanding the terms & conditions of the Tender & supply of items

A) Certified that:

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

B) The tenderer hereby covenants and declares that:

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

Date:

Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal



Section XIV

Format for "No Near Relative Certificate".

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

Date:

Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

Note : To be signed by all directors/Partners separately

.....



SECTION XV
GENERAL POWER OF ATTORNEY
(Non Judicial Stamp Paper- Appropriate Value)

Be it known all to whom it concern that :

1. Shri. ----- S/o ----- residing at -----

2. Shri. ----- S/o ----- residing at -----

3. Shri. ----- S/o ----- residing at -----

I, the Proprietor / we all the Partners/ Directors of M/s ----- (address) -----

Hereby appoint Shri ----- S/o -----

----- residing at ----- as my / our Attorney to act in my / our name and on behalf and sign and execute all documents / agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the GM(CMTs),BSNL, Odisha Circle, Bhubaneswar-14 in connection with their Tender Enquiry No. ----- dated ----- for the supply of ----- due for opening on ----- . In short he is fully authorised to do all, each and everything requisite for the above purpose concerning M/s ----- . And I / We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/ our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/ us and my /our firm as if the same were executed by me / us individually or jointly.

Witness (with address) Signature of the Proprietor / Partners/ Directors

1. 1.

2. 2.

3.

Attested Accepted

Notary
(Signature)

(Signature of Signatory of Tender offer of the firm)



SECTION XVI

FORMAT FOR ACCEPTANCE OF ADVANCE PURCHASE ORDER / PURCHASE ORDER

From : M/s

To

Asst. General Manager (NWP-II)
O/o GM(CMTS),BSNL Odisha Circle
Bhubaneswar-14

Sub – Supply of -----

Ref – Your Advance Purchase order No. ----- dated -----

Dear Sir,

We acknowledge receipt of your above Advance Purchase Order / Purchase Order No. -----
----- dated ----- . We accept the Advance Purchase Order /
Purchase Order and terms and conditions as mentioned therein unconditionally .

Yours faithfully

Signature:

(Name in Block letters)

Status : Director / Manager / Partner

.....
Proprietor of the firm



SECTION- XVII

STATEMENT/DECLARATION FOR NO DEVIATION

We M/S.....having registered office at declare that we and our offer for the tender for itemvide T/E NO.....dated , have not deviated/will not deviate from any of the terms and conditions /clauses/specifications mentioned in the bid document.

Date:

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

.....



Section XVIII
Declaration for Downloading the tender Document.

“ I (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.orissa.bsnl.co.in and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid”

In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation.

Date:

Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

.....

