

TENDER ENQUIRY DOCUMENT



Office of Chief General Manager, BSNL Odisha Telecom Circle,
BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-751009.

NIT No. ODCO-CM/TENDER/DG-BTY/2022 Dt 20-05-2022

OPEN TENDER

For

**SUPPLY OF 12 VOLT, 88 AH, MAINTENANCE FREE
BATTERIES TO CMTS UNIT OF BSNL ODISHA
CIRCLE FOR DG SETS**

Submission of e-Tender : Up to 15:00Hrs of 09-06-2022

Date & time of opening of e-Tender(Tech Bid) : 15:00Hrs of 10-06-2022

PLEASE VISIT THE FOLLOWING WEBSITES FOR DETAILS

www.odisha.bsnl.co.in

or

<https://etenders.gov.in/eprocure/app>

To participate in e-tender, visit the website

<www.etender.gov.in/eprocure/app>

SECTION-1
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Office of Chief General Manager, BSNL Odisha Telecom Circle,
BSNL Bhawan, Ashok Nagar Unit-II, Bhubaneswar-751009.

From: AGM(O&M-CM) Office of Chief General Manager, BSNL Odisha Telecom Circle, BSNL Bhawan, Ashok Nagar Unit-II, Bhubaneswar-751009	To,
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No. ODCO-CM/TENDER/DG-BTY/2022 Dt 20-05-2022

Sub: - Tender documents for **SUPPLY OF 12 Volt, 88 AH, Maintenance free BATTERIES TO CMTS UNIT OF BSNL ODISHA CIRCLE FOR DG SETS**

Tender No.: ODCO-CM/TENDER/DG-BTY/2022 issued on Dt 20-05-2022

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

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If interested, kindly submit your bid offers **online** (through e-tendering portal) on or before date & time specified in Clause 6 of detailed NIT.

Asst. General Manager (O&M-CM)
Office of Chief General Manager,BSNL
Odisha Telecom Circle, Bhubaneswar-751009.
Tel.: 0674-2503000/2500730, Mob: 9437077300
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Regd. Off.: BSNL, Bharat Sanchar Bhawan, Janpath New Delhi -110 001. Web: www.bsnl.co.in

SECTION – 1 Part A
Detailed NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Office of Chief General Manager, BSNL Odisha Telecom Circle,
BSNL Bhawan, Ashok Nagar Unit-II, Bhubaneswar-751009.

Digitally Sealed Tenders are invited by Chief General Manager, BSNL Odisha Telecom Circle, Bhubaneswar for supply of following Items or undertaking following works (as applicable).

1. Brief Description of items for tender.

SL. No.	Name of the Item/ Work	Estimated Cost (INR) including GST (approx.)	Estimated Quantity (Nos.)	Tender Paper Fee including GST (INR) (Non-refundable)	Bid Security/ Earnest Money Deposit (INR)
1	Supply of 12 Volt, 88 AH, maintenance free Batteries to CMTS Unit of BSNL Odisha Circle for Diesel Generator Sets	2310000	300	590	47000

Note 1: The quantity/no./sites stated above are estimated and BSNL reserves the right to vary the quantity to the extent of **-25 % to +25 %** of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Note 2: **25%** of the Estimated Quantity/requirement in this tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). MSEs having Udyog Aadhaar memorandum (UAM) / Udyog Aadhaar Registration / Udyam Registration and enlisted under Single Point Registration Scheme of NSIC (National Small-Scale Industries) are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 as notified by Govt of India, Ministry of Micro, Small & Medium Enterprises, New Delhi and the amendments from time to time. However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

1.1 deleted.

2. Purchase of Tender Document: As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale. The tender document is to be downloaded from the website as mentioned in tender document. Details are given below.

2.1 The bidders downloading the tender document are required to deposit/submit the

tender paper fee preferably through on-line payment mode or in shape of Demand Draft/ Banker's cheque along with their tender bid, failing which the tender bid shall be left archived unopened/ rejected.

The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "**Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar**" and payable at "**Bhubaneswar**".

2.2 **Exemption from payment of Tender Paper Fee:-** The tender documents shall be issued to eligible MSE bidders free of cost provided the tendered item is listed in the Registration Certificate of MSE. The bidder should upload the self-attested photocopy of the certificate of registration of MSE for the tendered item in place of the scanned copy of DD/BC towards the cost of tender paper fee.

2.3 The cost of tender paper may be submitted by **NEFT mode** as per details given below.

Bank Account No. **380801010035282**

BANK IFSC CODE: **UBIN0538086**

BANK NAME: **UNION BANK OF INDIA**

BRANCH NAME/ADDRESS: **MAIN BRANCH, 38-Ashok Nagar, Rajmahal Square, Bhubaneswar-751009.**

Name of Account Holder: "**Accounts Officer (A&P), O/o CGMT, Odisha Circle**"

3.0 **Availability of Tender Document:** Tender document can be obtained by downloading it from the website **www.odisha.bsnl.co.in** or **https://etenders.gov.in/eprocure/app** following "Link for E-tenders by BSNL" from **20-05-2022 10.00 Hrs** onwards up to **09-06-2022 15:00Hrs**(closing time).

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

4. **Eligibility Criteria:** - The bidder should have

a. Valid firm/dealership/distributor registration/license for supply of batteries. The bidder should be a Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956 or OEM (Original Equipment Manufacturer). (Necessary proof should be given).

b. Valid PAN No.& Income Tax return for the assessment year 2021-22.

c. Valid GST Registration Certificate.

d. The Vendor should have a **minimum turnover value in the last three audited financial years 2018-19, 2019-20 and 2020-21 of Rs 35 lakh. The turnover certificate duly certified by a Chartered Accountant with Valid UDIN (Unique Document Identity Number) number should be submitted; else it will not be accepted.**

e. The vendor should have **minimum work experience value for completing the supply of batteries to any Govt/Govt-undertaking/PSU organizations of Rs 10 lakh or above during last five financial years 2017-18, 2018-19 ,2019-20, 2020-21 and 2021-22.** The documentary proof of supplies should be given from the concerned department of **Govt/Govt-undertaking/PSU organizations.** (Only

Purchase Order copies will not be accepted. POs with Tax Invoice and delivery challan copies may be accepted after verification). A certificate on order completion indicating quantity and total value of goods (including taxes) may be accepted if issued by an officer not below the rank of DGM(BSNL) or by any equivalent rank officer of Govt departments/PSU.

- i) **Original Equipment Manufacturers of DG battery are exempted for submitting work experience certificate(Documentary proof of OEM should be submitted).**

- 4.1 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents are to be submitted with self-attestation by the bidder.

5. Bid Security/EMD:

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

- (a) Demand Draft/ Banker's cheque drawn in favour of "**Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar**" and payable at "**Bhubaneswar**"
- b) Bank Guarantee from a scheduled bank drawn in favour of "**Accounts Officer (A&P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar**" which should be valid for at least **180 days** from the tender opening date, either separately for each zone/package or total for all no. of zones/packages participated.

- c) **Bid Security/EMD** may also be submitted by **NEFT mode** as per details given below.

Bank Account No. **380801010035282**

BANK IFSC CODE: **UBIN0538086**

BANK NAME: **UNION BANK OF INDIA**

BRANCH NAME/ADDRESS: **MAIN BRANCH, 38-Ashok Nagar, Rajmahal Square, Bhubaneswar-751009.**

Name of Account Holder: "**Accounts Officer (A&P), O/o CGMT, Odisha Circle**"

- 5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item. **The bidder should upload the self-attested photocopy of the certificate of registration of MSE for the tendered item in place of the scanned copy of DD/BC/BG towards EMD/Bid security.**

6. Date & Time of Submission of Tender bids: Up to 15:00Hrs of 09-06-2022.

- Note 4:** In case the date of opening of bid is declared to be a holiday, the date of opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. Opening of Tender Bids(Technical): On 15:00 Hours of 10-06-2022.

8. **Place of opening of Tender bids:**

8.1 In case of tenders invited through e-tendering process, the tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

9. Tender bids received after due time & date will not be accepted.

10. Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.

11. **CGMT, Odisha Circle, Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.**

12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

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

Note 5: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 6: All computer-generated documents should be duly signed/ attested by the bidder/ vendor organization.

SECTION- 2

Tender Information

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: **Single Stage**.
- b) No. of Envelopes for submission of Bids: **Two Nos.** (The bidder shall submit Techno-commercial & Financial bid simultaneously).

The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2. Bid Validity Period / Validity of bid Offer: 150 days from the tender opening date.

3. In case of tenders invited under two envelopes system, the first envelope will be named as **TECHNO-COMMERCIAL** & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as **FINANCIAL** envelope containing financial quote. These envelopes shall contain one set of the following documents: -

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

- i) EMD/BID security.
- ii) Cost of the tender documents i.e. tender paper fee.
- iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT
- iv) Power of Attorney & authorization for executing the power of attorney in accordance with clause 14 of Section 4 Part A
- v) Integrity Pact (if applicable)
- vi) Clause by clause compliance as per clause 11 of Section-4 Part A.
- vii) Bidder's Profile & Questionnaire duly filled & signed.
- viii) Non-Relation Certificate duly filled & signed.
- ix) Undertaking & declaration duly filled & signed.
- x)** Documents stated in clause 10 of Section-4 Part A.
- xi) Tender documents duly signed at the bottom of each page for having read it & accepted it.
- xii) Tender/ Bid form- Section 9 Part A duly filled & signed.
- xiii) Electronic Form- Technical (in case of tenders invited through e-tendering process)

b) **Financial envelope** shall contain:

- i) Electronic Form- financial along with Price Schedule (Section 9 Part-B (I & II) with all relevant bid annexure (in case of tenders invited through e-tendering process).

4. In case of e-tendering, the following documents are required to be submitted offline (hard copies of documents) in a sealed envelope addressed to **AGM(O&M-CM), Room no. 400, 4th Floor, BSNL Bhawan, O/o CGMT, Odisha Circle, Bhubaneswar-751009** on or before the closing date/time of submission of bids, by dropping in the tender box, placed in Room no. 400, 4th floor, BSNL Bhawan, Unit-II, Ashok Nagar, Bhubaneswar **or, may be submitted to the tender opening/evaluation committee through the authorized BSNL authority within 5**

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

- i) EMD – Bid security (original)
- ii) DD/ Banker's cheque of Tender fee (original)
- iii) Power of Attorney(original) in accordance with clause 14.4 of section 4 Part A and authorization for executing the power of Attorney.
- iv) Integrity Pact (if applicable)

5. Payment terms

- (a) The bill should be submitted in duplicate by the contractor/firm within one month of the date of completion of supply of goods/service along with required documents.
- (b) Income tax at the prevailing rates with applicable surcharge & education Cess for which the bill has been passed will be deducted as tax at source, under relevant INCOME TAX Rules.
- (c) Necessary Income tax Deduction certificate will be issued by Accounts Officer (Claim), BSNL, O/o CGMT, Odisha Telecom Circle, Bhubaneswar detailing the amount so deducted as tax at source at the time of payment of each bill.
- (d) Payments will be made only by NEFT/RTGS or Account Payee cheque. The contractor has to intimate his bank account number and branch details.
- (e) Any liquidated damages due shall also be recoverable from the bills submitted for payment, by the aforesaid officers.
- (f) The GM (CMTS) will have right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.
- (g) The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final settlement of bills.
- (h) The final settlement of the bills and refund adjustment/appropriation of any amount retained, the contractor shall be made fully free after the GM (CMTS) is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any count.
- (i) The contractor shall be required to correct all defects reported by Engineer in-charge. Further on neglect on the part of the Divisional Engineer or his representative, to confirm or reject inferior work, notwithstanding, final acceptance of the work or any part thereof by the company/the Divisional Engineer/Engineer in-charge or his representative shall not be construed to imply the acceptance of such work. The provisions of this clause shall not in any way affect or limit the contractor's liability under the undertakings and guarantee contained in the contract document.

6. Delivery Schedule

The work/supply of goods/service should be completed within **4 WEEKS** from the date of issue of work order/purchase order, failing which Liquidated Damage will be charged.

7. Consignee

SDE(INFRA/MM-CMTS) of CMTS unit of Circle Office is the authorized officer for receipt of goods/service at respective site or at any other station as specified in work order/purchase order.

SECTION- 3 Part A

SCOPE OF WORK

A. General:

Introduction: This tender is for Supply of **12V 88 AH batteries** to CMTS unit of Odisha Telecom Circle for starting of DG sets installed at mobile BTS Sites. The batteries are to be delivered at **Bhubaneswar** and the exact place of delivery will be mentioned in the purchase order. The batteries will be procured on buy-back basis. The old batteries are to be collected by the vendor from the same place where the new batteries are to be delivered preferably within one month of supplying the new batteries, at the cost of vendor. No other charges like labour cost, transportation cost etc. will be paid by BSNL for lifting the old batteries.

B. **SCOPE OF WORK WITH SPECIAL TERMS & CONDITIONS FOR SUPPLY OF DG BATTERIES**

- 1) The Supplier at his own cost shall arrange for supply of new batteries at the Consignee Address.
- 2) Warranty period – **minimum 2 years** for free replacement in case of any defect or damage noticed from the date of Receipt of batteries at the consignee address. Warranty / Guarantee Certificate for Batteries should be submitted.
- 3) The Supplier should use genuine components, in case for replacement during warranty period.
- 4) The supplier shall supply the batteries as and when required by BSNL during the Tender validity period.
- 5) Batteries are to be supplied in factory charged condition.
- 6) BSNL will not be responsible for any loss/damage caused to the DG batteries during transportation from the supplier's premises to BSNL premises or to any place of delivery as per purchase order or during transportation, till made over to consignee of BSNL.
- 7) The rates are to be quoted inclusive of all charges , taxes, labour, transport charges etc. but excluding GST. No extra payment will be made except GST at the prevalent rates. No transportation, packing, handling charges etc. shall be given to the approved contractor separately. No extra charges such as Octroi and Transportation etc will be paid to the contractor by BSNL.
- 8) If the approved contractor refuses to accept the work order for execution of any specified work, BSNL reserves the right to get the work done by other agencies even at the higher rate and difference of the cost will be deducted/recovered from the approved contractor's pending bill/security deposit/PBG.
- 9) The CGMT Odisha, Bhubaneswar reserves the right to suspend any schedule item/items of purchase order temporarily or permanently.
- 10) The offer when accepted will constitute a binding contract upon the bidder to supply the goods/services on demand within the period prescribed by BSNL Odisha Circle or its subordinate units as per orders placed in this regard.
- 11) The supplied goods/material/spare parts that are found to be of inferior quality or not in accordance with the specifications as per existing, will be rejected at the cost of supplier or contractor.
- 12) Components damaged by the bidder or his worker due to negligence or mishandling or due to unskilled working will have to be replaced by the supplier/contractor free of cost.
- 13) The contract period will be for 1(one) year from the date of signing the agreement. This may be extended further up to 6 months with a maximum period up to 12 months in the interest of BSNL at same rate terms and conditions of tender.

SECTION- 3 Part B

TECHNICAL SPECIFICATIONS/ REQUIREMENTS

- A. General :** This tender is for Supply of **12V, 88 AH, maintenance free** batteries for starting of DG sets installed at mobile BTS Sites of Odisha Telecom Circle.

Technical specifications: 12Volt, 88 AH, maintenance free batteries for starting of DG sets. To be delivered in factory charged and in ready-to-use condition. **Minimum 24 months warrantee period** for free replacement in case of any damage or defect noticed.

SECTION-3 Part C

SCHEDULE OF REQUIREMENTS (SOR)

SI No.	Name of item to be supplied	Quantity
1	12Volt, 88 AH, maintenance free batteries for starting of DG sets. Minimum warranty period for free replacement in case of any defect: 24 months.	300 nos.
NB- The batteries are to be supplied in different lots as per requirement of BSNL during the period of contract.		
The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.		

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

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

Schedule of Requirements

Total no. of DG Bty for procurement with buyback= **300 nos.**

(may be procured in different lots of minimum **100 no. in each lot** during the period of contract)

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS(GIB)

1.0 DEFINITIONS

- (a) "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), Odisha Telecom Circle, CMTS Units.
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- (c) "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods under the contract.
- (d) "**The Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "**The Purchase Order**" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "**Contract**" appearing in the document.
- (g) "**The Contract Price**" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "**Validation**" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) "**Telecom Service Provider**" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

2.1 Kindly refer to clause 4 of Section – 1 i.e. Detailed NIT.

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

4.1 The goods required to be supplied; bidding procedures and contract terms and

conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

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

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **10 days prior to the date of opening of the Tenders**. Clarifications to these queries by the tendering authority shall be published in the e-tender portal and other websites where the notification of tender was given. **These clarifications in the form of corrigendum or amendments will not be published on any newspapers.**
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified by Addendum through e-tendering portal and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID

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

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

8.0 BID FORM

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

9.0 BID PRICES

- 9.1 The bidder shall give/quote the **unit rate or unit price (as per financial bid)** inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but **excluding GST** which will be paid extra at actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B(I&II). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (a) The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, Custom 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. If applicable.
 - (b) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at Section 3 part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.
- 9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.
- 9.8 Filling up the Financial Bid by the Bidders:** The Bidder should fill in rates and prices **for all items of the goods/services** described in the in the Activity Schedule. **Items for which no rate or price is entered by the bidder will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.** The priced Activity Schedule contains sections on Remuneration for Staff deployed, Reimbursable Expenses and Miscellaneous Expenses. All duties, taxes and other levies payable by the service provider/supplier/vendor under the contract, or for any other cause, as in the month prior to the month of the deadline for submission of bids, should be included in the total bid price submitted by the bidder. For the purpose of determining the remuneration due for additional services, a breakdown of the Lump-sum price shall be provided by the bidder. **"if a firm quotes NIL**

charges/consideration, the bid shall be treated as unresponsive and will not be considered”.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

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

- a) Valid MSE Certificate for eligible MSE bidder, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
- c) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
- d) Certificates from all Directors/Partners of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
- e) Certificate of incorporation.
- f) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- g) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
- h) The bidder should submit a declaration on non-judicial stamp paper, that he has not been blacklisted by BSNL or MTNL or any Govt/PSU bodies during last two years till bid submission date.

10.2 Documentary evidence for financial and technical capability

- a) The bidder shall furnish audited Turn over certificate as described at **clause no. 4(d) of SECTION – 1 Part A** to assess its solvency/financial capability.
- b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract. Or, the bidder has to submit work experience certificate as described at **clause no. 4(e) of SECTION – 1 Part A**.

11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

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

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

- (a) a detailed description of goods with essential technical and performance characteristics;
- (b) **(deleted)**
- (c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by

the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, shall not be considered.

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

12.0 BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2 The eligible MSE bidders are exempted from payment of bid security:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note: - The bidder shall mean individual company/ firm or the front bidder and its

technology/ consortium partner, as applicable.

13.0 PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID

- 14.1. The bidder shall submit his bid, online (in case of e-tendering) & through sealed envelopes physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

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

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC

issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid

15.0 SEALING AND MARKING/SUBMISSION OF OFF-LINE (PHYSICAL) DOCUMENTS

15.1 The bid should be submitted as per Clause 3 of tender information.

15.1.1 The bids are called under

Single Stage Bidding & Two Envelope System

In Single stage bidding & two envelopes system, the bidder shall submit his bid in two electronic envelopes;

(a) The First envelope will be named as **Techno-commercial bid**. This envelope will contain scanned documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with scan copy of tender paper fee, Bid Security and Power of attorney.

(b) Second envelope will be named as **Financial bid** containing Price Schedules filled in excel sheet template as per Section 9 Part B.

© A properly wax/tape sealed envelope containing Offline bank instruments and original power of attorney should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address "**AGM(O&M-CM), 4th Floor (Room No. 400) , O/o CGMT, BSNL Bhawan, Ashok Nagar, Bhubaneswar-751009**". The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

(d) Tender Fee & EMD, if applicable, is required to be submitted by the bidder preferably through **online payment mode** as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document. In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate /Udyam Registration certificate, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted.

However, scanned copies of the following documents (which ever applicable):

- i) Bank Transaction details with UTR Number towards the successful e payment for Tender Fee/ EMD
- ii) DD/ Banker Cheque or Bank Guarantee (if opted for EMD)
- iii) valid MSE Certificate / Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/ EMD)

are to be mandatorily uploaded by the bidder in their online Technical bid part (1't electronic Envelope i.e. Technical Envelope) on e-tender portal failing which the tender bid shall be archived unopened / rejected on e-tender portal at bid opening stage.

Originals of bank instruments such as DD or EMBG towards Tender Fee, EMD/ Bid Security respectively (if not submitted through e-payment mode), shall be submitted by bidder on any date before or within **5 days** of bid submission end date failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope, shall be rejected.

(e) During tender process, BSNL's tender inviting authority may require the bidder to produce original copy of any document such as Power of Attorney, Integrity Pact, Bid Form,

security agreement etc., submitted as scanned copy, in Technical bid part on e-tender portal (1't electronic Envelope), which the bidder will have to comply with.

(f) Further, if the required originals of bank instruments for Tender Fee, EMD/Bid Security (if not submitted through e-payment mode), whose scanned copies are uploaded by bidder & available in '1't electronic Envelope i.e. Technical Envelope, are not received within the stipulated time (any date before or within 5 days of bid submission end date) or any discrepancy found in the original offline document, the same will be brought to the notice of CET/TEC without any delay by the tender inviting sections.

(g) Venue of Tender Opening:

(i) **Meeting Room, 4th Floor, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-751009** at specified time & date as stated in NIT.

(ii) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on Notice Board at Ground Floor, Bharat Sanchar Bhawan and notice board on 4th Floor, Bharat Sanchar Bhawan.)

16.0 SUBMISSION OF BIDS

16.1. Bids must be submitted **ON-LINE** by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.

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

16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17.0 LATE BIDS

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

18 MODIFICATION AND WITHDRAWAL OF BIDS

18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per clause 15.

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

19.0 OPENING OF BIDS BY PURCHASER

19.1 The purchaser shall **open bids online (in case of e-Tenders)** or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders

- as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of D NIT(Section-1) on due date.
- The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in **Section-7 C**).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee
- (i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.
 - (ii) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids and kept for retention.
Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.
The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice. In case the eligible bidders/ authorized representatives will not come to tender opening event, the TOC will not wait for them and will open the bids as scheduled earlier.
 - (iii) The following information should be read out at the time of Techno-commercial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item
 - c) EMD amount & validity and acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.
 - (iv) The following information should be read out at the time of Financial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item
 - c) Quantities/prices quoted in the bid
 - d) Discount, if offered
 - e) Taxes & levies
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 19.5 The bidders or their authorized representatives desire to attend the tender opening event, must obey the COVID-19 guidelines issued by Govt. from time to time. They must wear face mask, maintain social distance etc. in the tender opening room. If, the number of bidders or their authorized

representatives are more which will violate the social distancing norms of Govt., then they will not be permitted to sit in the room. Those bidders may contact the concerned officers of BSNL latter on telephone to know the status of tender opening. They may also visit the e-tender portal to know the status of tender opening.

20.0 CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done 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 arrived in Col. 17 of the price schedule in the Section-9 Part B (I&II) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.

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.

- (a) "Duties & Taxes for which the firm has to furnish Cenvatable Challans/ Invoices will be indicated separately in the PO/APO.
- (b) 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.
- (c) 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.
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming 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.
- (e) "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."

23.0 CONTACTING THE PURCHASER

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

rejection of the bid.

24.0 PLACEMENT OF ORDER

- 24.1. The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3etc keeping other levies & charges unchanged.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord

administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER

- 27.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.
- 27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.
- 27.4 The APO is subject to verification of eligibility criteria documents (mentioned in Section-1 Part A) submitted in the tender with their originals.
- 27.5 The bidder to whom the APO has been issued is required to show the originals to the APO issuing Authority or an officer/ committee nominated by him for this purpose within the time period stipulated for submission of PBG.
- 27.6 In case, any eligibility criteria document (mentioned in Section-1 Part A) submitted by the bidder as a part of its bid happens to be issued by BSNL, then the APO/PO issuing Authority or an officer/ committee nominated by him for this purpose will from the BSNL unit verify the same who has issued the said document. This will be in addition to Para 27.5 above by making correspondence with the respective BSNL unit. This exercise will also be completed within the time frame stipulated for submission of PBG.
- 27.7 The PO will be placed on the vendor only on successful verification of documents as per 27.5 & 27.6 above, apart from fulfillment of other APO Conditions.

28. SIGNING OF CONTRACT

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

29. ANNULMENT OF AWARD

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

30. QUALITY ASSURANCE REQUIREMENTS (this clause is deleted)

31. REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f) Section-4 Part A clause 9.5 on discount which is reproduced below:-
 "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to

- approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

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

- a) Does not supply the equipment in time;
- b) Equipment does not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1.

Purchaser will take action as specified in Appendix-1 of this tender document.

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 34.4. The format of the certificate is given in Section 6 (B).

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

Note for Tender opening Committee:

At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.

The documents/ papers to be submitted in respective bid part have been explicitly stated in clause- 7 of Section-4 Part A.

This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.

These papers will be treated as authentic one, in case of any dispute.

36. CONCESSIONS TO MSE UNITS

1. The guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centres (DICs) or Khadi & Village Industries Commission(KVIC) or Khadi & Village Industries Board(KVIB) or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises(MoMSME), have been considered by the BSNL and it has been decided that these units shall be allowed the following concessions.

- 1.1. 1.1 Supply of Tender Documents

- 1.1.1. The tender documents shall be issued to MSE bidders free of cost provided the tendered item is listed in the Registration Certificate of MSE.

- 1.1.2. Tender documents to MSE registered Small Scale Industries shall be given free of cost. Before issue of such Tender documents free, they should be asked to submit details of their registrations with MSE for the tendered item. Their eligibility as per terms and conditions of the tender in question should also be examined and if they meet the conditions stipulated, they may be issued tender documents free of cost. (In case of e-tendering the bidder should upload the self attested photocopy of the certificate of registration of MSE for the tendered item in place of the scanned copy of DD/BC towards the cost of tender paper fee).

- 1.2. 1.2 Exemption from payment of Bid Security deposit /Earnest Money Deposit

1.2.1. The MSE units registered with bodies as detailed in para 1 above shall be given exemption from payment of Bid Security deposit provided the tendered item is listed in the Registration Certificate of MSE.

- a) A proof regarding current registration with bodies as detailed in para 1 above for the tendered items will have to be attached alongwith the bid.
- b) The enlistment certificate issued by bodies as detailed in para 1 above should be current & valid on the date of opening of bid.
- c) (In case of e-tendering the bidder should upload the self attested photocopies of the certificates as described under (a) and (b) above in place of the scanned copy of DD/BC/BG towards Bid Security deposit /Earnest Money Deposit).

1.3 Reservation of Quantity

- a) 25% of the Estimated Quantity /requirement in the tender shall be earmarked to be procured from MSEs provided their quoted price is within the band of L1+15%. Out of this quantity, a sub target of 4% is earmarked to be procured from SC/ST owned eligible MSEs. In case of non availability of SC/ST owned MSEs, this 4% quantity shall be offered to other MSEs. **A minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation is applicable.**
- b) The participating MSEs in a tender, quoting price within the band of L1+15% are also be allowed to supply a portion of the requirement by bringing down their price to the L1 price arrived after tender evaluation. Such MSEs shall be ordered to supply up to 25% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.
- c) In case a MSE happens to be L1, L2 etc, then it will be allotted tender quantity as envisaged in the tender.

1.4 Ordering of Quantity (Delivery Schedule)

The Purchase Order issued on MSE will be based upon its monthly turnover and / or the quantity stated in the questionnaire of the tender during bid submission.

1.5 The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

1.6 Distribution of Quantity

- (i) The Purchaser intends to limit the number of technically and commercially responsive **1(One) bidder/L-1 bidder** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)					Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	L3	L4	L5 and so on	
One bidder	75%	Nil	Nil	Nil	Nil	25%

Note 1(a): Table 1(B) shall be followed if the tender has provision for reservations for MSE units.

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

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

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

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

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Eligibility Conditions

The eligible bidders should be Indian companies registered to manufacture the tendered item or to provide the service (for tendered work) in India, having obtained clearance from Reserve Bank of India or appropriate Govt Authority, wherever applicable.

2. Bid Security

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

3. Distribution of Quantity

- (i) The Purchaser intends to limit the number of technically and commercially responsive **1(One)** bidder/L-1 bidder from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)					Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	L3	L4	L5 and so on	
One bidder	75%	Nil	Nil	Nil	Nil	25 %

Note 1(a):Table 1(B)shall be followed if the tender has provision for reservations for MSE units.

Note 1(b): In case of tenders like for Turnkey projects etc. where it is not feasible to award

the work to more than one bidder, the provisions for MSEs shall not be made.

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

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

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

Section- 4 Part C

E-tendering Instructions to Bidders

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnITrustline/SafeScripT/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets

- reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
 15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
 16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
 17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
 18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
 19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
 20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
 21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
 22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
 23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
 24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
 25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).

BSNL Contact-1	
BSNL'sContactPerson	AGM.(O&M-CM),CMTS Unit, O/o CHIEF GENERAL MANAGER,BSNL Bhawan,Bhubaneswar-751009.
Telephone/Mobile	0674-2507000/9437077300 [between 10:00 hrs to 17:30 hrs from 20-05-2022 to 09-06-2022]
E-mailID	agmomcm1@gmail.com

BSNL Contact-2	
BSNL'sContactPerson	SDE(O&M-CM)CMTS Unit ,O/o CHIEF GENERAL MANAGER,BSNL Bhawan ,Bhubaneswar-751009
Telephone/Mobile	0674-2506332/9437000110 [between 10:00 hrs to 17:30 hrs from 20-05-2022to 09-06-2022]
E-mailID	sdeomcmbbsr@gmail.com

SECTION-5 Part A**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. APPLICATION**

The general condition shall apply in contracts made by the purchaser for the procurement of goods/services.

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

- 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to **3%** of the value of Advance purchase order **with a minimum validity period of 3 years** within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

- 5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the

- purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall be completed within time frame stated in note 7 of Clause 6 of Section-2 (Tender information).
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.
- 6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. TRAINING

- 7.1 The bidder shall provide training for installation and maintenance staff of the

purchaser free of cost where required.

8. INCIDENTAL SERVICES

The supplier may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;
- (c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. SPARES

- 9.1 The supplier may provide spare parts, such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.

10. WARRANTY

- 10.1 The supplier shall warrant that the stores/**services** to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods/services, but shall expire (except in respect of complaints notified prior to such date) **24 months** after the **stores/services** have been taken over under clause 5.5 above.
- 10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of **24 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.

11. PAYMENT TERMS

- 11.1 Payment of **95 %**(percentage) of the price as stated in clause 5 of Section -2 (Tender Information) shall be made on receipt of goods or services by consignee. For claiming this payment the following documents are to be submitted to the

paying authority.

- (a) Tax Invoice clearly indicating break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, Freight/Packing Charges, GST etc.as applicable.
- (b) Acknowledged (goods delivery challan) Delivery Challan in original with sl. No. of supplied batteries.
- (c) Excise gate pass / invoice or equivalent document, if applicable.
- (d) Copy of purchase order.
- (e) Additional document if any, as per purchase order.

Note :- If the supplier fails to furnish necessary supporting documents i.e. excise/Customs invoices etc. in respect of the Duties/taxes which are CENVAT-able, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

11.2 The balance payment of **5%** shall be released **after 6 months** from the date of supply of the **goods/service** in case there are no damage/shortages/defects in the repairing works and the modules are working satisfactorily (as per reports of field units). In those cases where such shortages/damages/defects are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

11.2.1 100% Payment may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance Payment % of the value of supplies [specified in clause 11.2 above] valid for a **minimum period of 12 months** is furnished by the supplier along with an undertaking that the equipment/stores/services supplied shall be free from damages/shortages/defects. In case purchaser intimates shortages/ damages/defects in received stores/services to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Circle Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Purchase Order/ Tender document.

11.3. clause is deleted.

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

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

- (a) Beneficiary Bank Name:
- (b) Beneficiary branch Name:
- (c) IFSC code of beneficiary Branch
- (d) Beneficiary account No.:
- (e) Branch Serial No. (MICR No.):

12. PRICES

- 12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.
- 12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
 - (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
 - (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 12.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

13. CHANGES IN PURCHASE ORDERS

- 13.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
 - (b) the method of transportation or packing;
 - (c) the place of delivery; or
 - (d) the services to be provided by the supplier.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. SUBCONTRACTS

- a. No sub contract in any circumstance is permissible.
- b. The contractor shall indemnify and save harmless to the BSNL from and against all actions, suits, proceedings, losses, costs damages, charges, claims and demands what so ever, either in law or in equity and all cost (inclusive between attorney and client) and charges and expenses that the

BSNL may sustain out of or incidental (to in connection with any act (s) or commissions) of the contractor, his agents, employees.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:
- (a) forfeiture of its performance security,
 - (b) imposition of liquidated damages, and/ or
 - (c) Short closure of the contract in part or full and/ or termination of the contract for default.
- 15.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall:
- (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than **4 WEEKS** or as per provisions of clause 16.2 Section-5A as per provision given below :
 - (b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause). The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.
 - (c) In case extension is being granted beyond 4 WEEKS then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be **3%** of the value of balance quantity of items to be supplied/service to be provided for which extension in delivery period has been sought. The additional BG shall be valid for **24 months** beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of consignee receipt without prejudice to the other remedies available to the purchaser.
 - (d) If the vendor fails to deliver the full ordered quantity/service even during extended delivery period then the PO shall be short-closed and the

Performance Bank Guarantee as well as additional BG shall be forfeited.

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

16. LIQUIDATED DAMAGES

- 16.1 The date of delivery of the stores/services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within **4 WEEKS** of the contracted original delivery period, the consignee may accept the stores/services and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of **4 WEEKS** shall not be necessary.
- 16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:
- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5 % of the value of the delayed supply and/ or undelivered material/ supply of service for each day of delay or part thereof for a period up to 10 (TEN) days, and thereafter at the rate of 0.7 % of the value of the delayed supply and/ or undelivered material/ supply of service for each day of delay or part thereof for another TEN days of delay.
 - (b) **DP extension beyond 4 WEEKS would not be generally allowed.** The extension beyond **4 WEEKS** may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles, stating reasons and justifications for grant of extension of delivery period beyond **4 WEEKS**.
 - (c) Deleted
 - (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.
 - (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a **maximum of 12% (Twelve percent)** i.e. LD shall be levied up to 20 days only as per provision at Para (a).
- 16.3 deleted.

- 16.4 Wherever Clause of grace period of **4 weeks** exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:
- (a) deleted.
 - (b) The Supplier has carried out dispatch/ dispatched the equipment within contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.
 - (c) The Store has been received by the ultimate consignee within 4 WEEKS of the expiry of contracted original delivery period.
 - (d) The grace period of 4 WEEKS shall be allowed only in those cases which fulfill all the conditions given in Para (a) to (d) above. During grace period no LD charges shall be levied.

17. **FORCE MAJEURE**

- 17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event comes to an end or ceases to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores/services 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/services as the Supplier may with the concurrence of the purchaser elect to retain.

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

- 18.1 In case of default by Bidder(s)/ Vendor(s) such as
- (a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;
 - (b) Failure to perform any other obligation(s) under the Contract; and
 - (c) Equipment does not perform satisfactorily in the field in accordance with the

specifications;

- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A; (Section-10 of this tender document)

Purchaser will take action as specified in Appendix-1 of tender document

19. Clause deleted.

20. ARBITRATION

- 20.1 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, ODISHA CIRCLE 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, ODISHA CIRCLE or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM 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 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, ODISHA CIRCLE 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.
- 20.2 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.
- 20.3 The venue of arbitration shall be BSNL, Odisha Circle Office, Bhubaneswar or the office of the Arbitrator situated at Bhubaneswar as the case may be.

21. SET OFF

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

22. INTIMATION OF SUPPLY STATUS

The bidders, who are given Purchase Orders, must give the details of the supplies or services delivered made against all the Purchase Orders every month on the first working day of the following month to SDE(Infra/MM)-CMTS and the concerned User Branches of BSNLi.e. AGM(CMTS) of SSA.

23. DETAILS OF THE PRODUCT

deleted.

24. FALL CLAUSE

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

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

And / or

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

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

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

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

25. COURT JURISDICTION

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

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

“This Contract/ PO is subject to jurisdiction of Court at Bhubaneswar or Cuttack only”.

SECTION-6
UNDERTAKING & DECLARATIONS

6(A) - FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

a) Certified that:

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

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

b) The tenderer hereby covenants and declares that:

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

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

Date:
Signature of Tenderer

Place:
Name of Tenderer
Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

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

"I.....

s/o.....

r/o.....

.....her

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

Signature of the tenderer
With date and seal

SECTION-6(C)

DECLARATION FOR CLAUSE BY CLAUSE COMPLIANCE

I,.....(authorized signatory) hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.

Place :

Signature of the Bidder:-

Date

Name of the Bidder :-

SECTION-6(D)

DECLARATION FOR NON TAMPERING OF TENDER DOCUMENT

I,.....(authorized signatory) hereby declare that the tender document submitted has been obtained from the office of Chief General Manager, BSNL Bhubaneswar / downloaded from the website “ **http ://www .odisha.bsnl.co.in” or https://etenders.gov.in/e procure/app**and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place:.....

Date:.....
Signatory

Signature of bidder/Authorized

Name of the bidder.....

Seal of the bidder.....

SECTION-6(E)

DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT.

“I (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website **www.odisha.bsnl.co.in** or **https://etenders.gov.in/eprocure/app** and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD/BC 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 Bidder

Place:

Name of Bidder

Along with date & Seal

SECTION-6(F)

DECLARATION ON NON-BLACKLISTING
BY BSNL/MTNL OR ANY GOVT/PSU DURING LAST TWO YEARS.

(To be submitted on a non-judicial stamp paper)

*I,.....(authorized signatory)
hereby declare that , our firm/company (name).....
address..... has not been blacklisted by
BSNL/MTNL or any Central/State GOVT/ Govt. Undertaking/ PSU bodies during
last two years before the date of publish of tender.*

*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 including forfeiture of EMD/Performance security and
cancellation of contract at any stage.*

Date:

Signature of Bidder

Place:

Name of Bidder

Along with date & Seal

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
 (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to/...../ 20..... (hereafter known as the "Validity date") in favour of "**Accounts Officer(A&P),BSNL, O/o CGM, Odisha Circle, Bhubaneswar**" (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 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 "**Accounts Officer(A&P),BSNL, O/o CGM, Odisha Circle, 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

7(B) For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas AGM(O&M-CM), O/o CGM, Odisha Circle, Bhubaneswar at BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009 (hereafter referred to as BSNL) has issued an APO no. Dated/...../20.....for 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 **Accounts Officer(A&P), BSNL, O/o CGM, 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 BankBranch having (Address) and Regd. office address as (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any

- forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**Accounts Officer(A&P),BSNL, O/o CGM, Odisha Circle, 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

7 (C) For Letter of Authorization for attending Bid Opening Event.

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

Subject: Authorization for attending Bid opening

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

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

.....

Signature of the Representative

..... Signature of Bidder/ Officer authorized to sign
Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.
- 3. **The person should follow covid-19 guidelines in the venue as per Govt. Order, failing which he will not allow to sit in the bid opening room.**

SECTION- 8
Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
-
- Telephone No. Mobile No. FAX No.
3. Address of place of Works/ Manufacture
-
-
- Telephone No. Mobile No.
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
-
7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in

Delhi? If so state its Address

.....

B) Questionnaire

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

1.1 If Yes, Give details

.....

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

2.1 If Yes, Give details

.....

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

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

4. Suggestion for improvement of the tender document.

.....

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From,

.....

<complete address of the purchaser><complete address of the Bidder>

.....

.....

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. dated the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period ofdays from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 3% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20...

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

SECTION-9 Part-B FINANCIAL BID/PRICE SCHEDULE (ITEM RATE BOQ) (To be duly filled in fin bid template and to upload)

[Validate](#)

[Print](#)

[Help](#)

[Item Rate BoQ](#)

Tender Inviting Authority: Chief General Manager, BSNL , Odisha Telecom Circle, Bhubaneswar-751009

Name of Work: SUPPLY OF 12 Volt, 88 AH, Maintenance free BATTERIES TO CMTS UNIT OF BSNL ODISHA CIRCLE FOR DG SETS

Contract No: NIT No. ODCO-CM/TENDER/DG-BTY/2022 Dt 20-05-2022

Bidder Name :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	Quantity	Units	BASIC RATE PER UNIT In Figures To be entered by the Bidder	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	Cat (A) -Items to supply					
1.1	12 VOLT, 88 AH, MAINTENANCE FREE BATTERIES FOR STARTING DG SETS (MINIMUM WARANTEE PERIOD- 24 MONTHS FOR FREE REPLACEMENT IN CASE OF ANY DEFECT NOTICED) NOTE- The bidder shall quote the unit rate or unit price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding GST which will be paid extra at actual, as applicable.	300.00	Nos		0.00	INR Zero Only
2	Cat (B) - Buy Back Items					
2.1	Buy-Back (ie minus) 12 VOLT, 88 AH, MAINTENANCE FREE OLD BATTERIES	300.00	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only					

Tender/DG-BTY

Signature of bidder with seal

**SECTION-9 Part-C
TECHNICAL BID CHECK LIST**

SI	Details of Documents to be scanned and to be uploaded	Yes/No/NA
	Sl.no.1 to 3 are to be submitted OFF-LINE in an Envelope and the scanned copies are to be uploaded.	
1	A/c Payee Demand Draft / Banker's Cheque/NEFT receipt towards Cost of Tender Paper fee in favour of A.O(A&P),BSNL, O/o CGMT, Odisha Circle, Bhubaneswar payable at Bhubaneswar	
2	A/c Payee Demand Draft / Banker's Cheque/Bank Guarantee/NEFT Receipt towards EMD/Bid security in favour of A.O(A&P),BSNL, O/o CGMT, Odisha Circle, Bhubaneswar payable at Bhubaneswar.	
3	Power of Attorney" in case of person other than the bidder has signed the tender document.	
4	Self Attested Photo copy of valid firm registration/license. The bidder should be a Proprietorship Firm/ Partnership Firm/Company under Indian Company Act 1956 /OEM vendor (Necessary proof should be given).	
	a)) Individual : NA	
	b) Proprietorship Firm : The bidder should submit an Affidavit describing that he is the sole proprietor of the said Proprietorship firm which is executed on a non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the state(s) concerned. The proprietorship firm should also be registered by any State/Central Government Authority as a valid contractor	
	c) Partnership Firm : The bidder should submit i) Self-attested copy of certificate of registration for the firm registered under Indian partnership Act'1932 and it's subsequent amendments. ii) Self-attested copy of partnership deed. iii) Certificates from all Partners of the bidder stating that none of their near relatives are working in BSNL in accordance with format in Section-XII of tender document.	
	d) Company under Indian Company Act 1956 : In case of a company registered under Indian Companies Act, 1956 , the bidder should submit i) Self-attested copy of Certificate of Incorporation, ii) Self-attested copy of Article or Memorandum of Association iii) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address along with contact mobile/telephone numbers of office and residence. iv) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with format in Section-XII of tender document.	
	e) OEM Vendor: documentary proof should be given	
	f) MSE bidder: documentary proof should be given for the MSE REGD BIDDER FOR TENDER ITEM	
5	Self Attested Photo copy of PAN Card.	
6	Self Attested Photo copy of Income Tax return as per section-I NIT.	
7	Self attested photocopy of GST registration certificate.	
8	Self attested photocopy Work Experience Certificate as per section-I NIT.	
9	Self attested photocopy Turn Over certificate as per section-I NIT.	
10	Undertaking & declaration as per section-6A . (duly filled , signed and sealed)	
11	undertaking(s) to the effect that none of their relatives are working in BSNL as per the format in Section-6B . (duly filled , signed and sealed)	
12	Self Attested copy of Clause by clause compliance as per Section-6C (duly filled , signed and sealed).	
13	Self Attested copy of Declaration of Non - tampering of tender document as per Section-6D (duly filled , signed and sealed).	
14	Self Attested copy of Declaration for Downloading the tender Document as per Section-6E . (duly filled , signed and sealed)	
15	Declaration on non-blacklisting as per SECTION-6F .	
16	Self Attested copy of Information Sheet as per Section-8 . (duly filled , signed and sealed)	
17	Self Attested copy of Bid form (duly filled , signed and sealed) as per Section-9A .	
18	Tender document signed by the bidder at the bottom of all pages with seal and uploaded.	
19	Financial bid template to be filled and uploaded	

SECTION-10

APPENDIX-1

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD.

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

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . (b) for Quantity in excess of that supplied by Vendor to BSNL. (c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ' Set off ' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.		
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>(Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 con- td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. (continues)