

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Office of the General Manager, Berhampur BA-760001.

Tender No. G-185/2022-23

Dated:05.07.2022

Sub: E-tender for repairing of faulty modules of SMPS power plant in Berhampur OA of Berhampur BA as and when required.

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

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Regd. Off: BSNL, Bharat Sanchar Bhawan, Janpath New Delhi -110 001. Web: www.bsnl.co.in

SECTION-I**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

Office of the General Manager, Telecom Dist-Berhampur-760001

NOTICE INVITING e-TENDERTender No. **G-185/2022-23**Dated: **05.07.2022**

General Manager **Berhampur BA**, Berhampur on behalf of the Bharat Sanchar Nigam Limited e-tenders are invited on two stage bidding system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document to **open e-tender for repairing of faulty modules of SMPS power plant in Berhampur OA as and when required** for a period of 1 year and extendable to one year or part thereof.

<i>ITEM</i>	Nos of power plant modules	Estimated Cost in (Rs)	EMD in Rs.(2.5% of Estimated cost)	Cost of Tender Paper in Rs.
(1)	(2)	(3)	(4)	(5)
Repairing of faulty modules of SMPS power plant	100A-150 nos	3,00,000/-	7500/-	590
	50A-50 nos			
	25A-50 nos			

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

Note 2: 20 % of the Estimated Quantity/requirement against each tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

Note3. Repairing will be purely need based depending on the requirement and to be provided by the contractor as and when required.

SECTION-II**TENDER INFORMATION**

1.

Tender Notice No & date	NIT No:- G-185/2022-23	Dated: 05.07.2022
Tendered Items	Repairing of faulty modules of SMPS power plant in Berhampur OA as and when required	
Technical specification	Available in Section-III	
Quantity Tendered/	Available in table above/Section III	
Tender document downloadable from	05.07.2022 18:00hrs	
Last Date of receipt of queries from bidders and pre Bid meeting	12.07.2022 11:00hrs	
Reply of queries by BSNL	23.07.2022 18:00Hrs	
Last Date of Submission of Tender	25.07.2022 11:00hrs	
Date & Time of Opening of Tender (Technical Bid only)	26.07.2022 12:00Hrs	
Amount of Bid Security (In Rs.) against item(see Sec-I NIT table above)	<p>In the form of a crossed demand draft drawn in favour of the A.O. (Cash), BSNL, O/o GM, Berhampur BA - 760001 and payable at Berhampur. The A/c Payee DD drawn before the NIT date and or not payable at Berhampur will not be considered. The EMD can also be in the form of bank guarantee issued by a scheduled bank and valid for a period of at 180 days from the date of tender opening. However the MSE & firms having valid NSIC registration Certificates are exempted from submitting EMD up to their monetary limits.</p> <p>The cost of EMD and cost of Tender paper can also be paid through online Banking/RTGS/NEFT as per clause 2.2</p>	
Cost of Tender document (See Detailed NIT table above)	<p>Non- Refundable the payment will be accepted in the form of crossed demand draft/ Banker's cheque drawn on any scheduled / nationalized bank in favour of the A.O. (Cash), BSNL, O/o GM, Berhampur BA - 760001 and payable at Berhampur. The cost of Tender paper can also be paid through online Banking/RTGS/NEFT as per clause 2.2. Tender document cost is FREE for MSME Bidders (MSME/NSIC certificate is mandatorily to be submitted/attached against the tender document cost)</p>	

2. **Purchase of Tender Document:**As it is a open e-tender, physical copy of the Bid document shall not be available. So the Tender document can only be obtained by downloading it from the website www.odisha.bsnl.co.in or www.etenders.gov.in/eprocure/app

2.1 The bidders downloading the tender document are required to submit the tender document fee amount through DD/ Banker's cheque/online payment receipt along with their tender bid failing which the tender bid shall be left archived/unopened/ rejected.

- 2.2 The cost of **Tender Document** for the amount as mentioned against the item in the table can be paid in the form of DD/ banker's cheque drawn from any Nationalized/ Scheduled Bank in favour of "**A.O.(Cash), BSNL, O/o GM, Berhampur-760001 and payable at Berhampur**".The cost of Tender paper can also be paid through online Banking/RTGS/NEFT as per the following details.

Name of the Bank and Branch	UNION BANK OF INIDA, Bada Bazar Branch,BERHAMPUR
Accounts Name	A.O(Cash), BSNL, O/o GM, Berhampur BA Berhampur
Account Number	355801010170144
IFC Code	UBIN0538582
Address of the Bank	Bada Bazar Branch,BERHAMPUR
MICR Code	760026002
Mail Id :	email id :gmtdbf07@rediffmail.com
Contact No	9437572939
In case of EMD in the form of TDR/ PBG	Should be pledged in favour of A.O. (Cash), BSNL, O/o GM, Berhampur BA Berhampur with validity for a period of Six Months from the date of opening Or N.B. - The existing vendor(s) of this SSA may avail for adjustment of respective EMD amount(s) against the pending Bill(s) / Invoice No(s). and passed amount of the bill(s), if so desire, by applying for the same with specific request on case to case basis (As Annexure-3).

The scanned copies of the E-Payment receipt towards Cost of bid document have to be uploaded in the e-Tender Portal www.etenders.gov.in/eprocure/app

- 3 Availability of Tender Document:** As these are e-tender(s) the tender document shall only be available for downloading from the Electronic Tendering System(ETS) portal website Portal www.etenders.gov.in/eprocure/app on the dates as mentioned in the table above but tender cost is to be paid as per clause 2 above..
- 3.1 As the tender is invited through online e-tendering process, no physical copy of the tender document would be available for sale.

4. Eligibility Criteria: -

- 4.1 The bidders should be Indian companies/Firms/Individuals.
- 4.2 The bidder should have experience for repairing of faulty SMPS Power Plant Modules of different make from 25A to 100A capacity for minimum amounting of Rs. 3,00,000 combining together in last three financial years 2019-20 and 2020-21 and 2021-22 in BSNL/MTNL/Central/StateGovt. Deptts./ PSUs.
- 4.3 The bidder must supported by an Experience Certificate to this effect issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.
- 4.4 Experience Certificate issued by Divisional Engineer/TDE/AGM or equivalent must be duly countersigned by an officer not below the rank of Dy. General Manager or equivalent rank of the organization shall also be considered.
- 4.5 All other eligibility criteria are as per the Checklist at the end of this section.

N.B. : The bidders shall submit all the necessary documentary proof showing that they meet the eligibility criteria along with their bid. All documents submitted will also be self attested by the bidder. **Bidders are instructed not to submit irrelevant/unnecessary documents which do not substantiate their bid.**

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 "A.O(Cash), BSNL,O/o .GM Berhampur BA" and payable at "Berhampur".

- b) Bank Guarantee only from a Nationalized/Scheduled Bank drawn in favour of "A.O(Cash), BSNL,O/o .GMTD Berhampur" which should be valid for 180 days from the tender opening date.
- c) Through online Banking/RTGS/NEFT as per the details at clause 2.2 .

The scanned copies of the E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal www.etenders.gov.in/eprocure/app

- 5.2 The MSE units bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security up to their exemption limit. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the tendered item.
- 5.3 The existing vendor/contractors having pending due from BSNL may submit an undertaking in the specified format (Annexure - F at the Section VII) of the tender document in lieu of EMD/Bid Security/Performance security.
6. All statutory taxes as applicable shall be deducted at source before payment.
7. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
8. **Date & Time of Submission of Tender bids:** As mentioned at clause 1 of this section
Note :In case the date of bid submission/opening of bid is declared to be a holiday, the date of bid submission /opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders through the e-tendering portal www.etenders.gov.in/eprocure/app .
9. **Bids received after due time & date will not be accepted under any circumstances**
10. **Opening of Bids:** As per date and time mentioned in the Detailed NIT table.

Note- At the time of opening the bids, initially envelope containing offline documents of all bidders will be opened. The Electronic envelope consisting Techno Commercial bids of only those bidders will be considered who have submitted the documents required for offline submissions.

11. **Place of opening of Tender bids:**
Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE) at the chamber of AGM(Plg), 3rd Floor, Telephone Bhawan, Berhampur, where BSNL's Tender Opening Officers would be conducting the tender opening event through the online e-Tendering portal.
12. **Incomplete, ambiguous, Conditional, unsealed tenders are liable to be rejected.**
- 13.. **The G M Berhampur , reserves the right to accept or reject any or all tenders without assigning any reason. He is not bound to accept the lowest tender.**
14. The bidder shall furnish a declaration in his tender 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.
15. In case of any correction/ addition/ alteration/ omission in the tender document, the tender shall be treated as non responsive and shall be rejected summarily.

Note 5: All documents submitted in the bid 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.

16. Payment terms :As per clause 13 and 14 of Vender Contract Clause.

17. The documents as listed out in Section VI should be uploaded in E-Tender Portal (please see the check list below)

Checklist for Bidder (Scanned copy of electronic documents to be uploaded in the ETS Portal www.etenders.gov.in/eprocure/app)

Offline Documents

Tender Fee and 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. In case of MSE, valid MSE certificate/Udyam Registration Certificate, broadly covering the tendered equipment/services, for claiming exemption on tender Fee/EMD shall be required to be submitted.

However scanned copies of the following documents(Whichever applicable)

- i. **Bank Transaction details with UTR Number towards the successful E-payment of tender Fee/EMD**
- ii. **DD/Bankers Cheque of Bank Guarantee(If opted EMD)**
- iii. **Valid MSE certificate/Udyam Certificate for Micro and Small Enterprises claiming Exemptions from Tender Fee/EMD are to be mandatorily uploaded by the bidder in their online technical bid part on e-tender portal failing which the tender bid shall be archived unopened/rejected on E-tender Portal at Bid Opeing 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.**

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 of e-tender portal(1st Electronic Envelope) which the bidder will have to comply with.

Further if the required original for ender fee, EMD/Bid security if not submitted through E payment mode, whose scanned copies are uploaded by bidder and available in 1st Electronic Envelope), are not received within stipulated time (5 days before 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..

**Dy. General Manager(Telecom)
Berhampur BA
Berhampur760001**

SECTION-III Part A

SCOPE, SPECIFICATION & JOB DESCRIPTIONS

This tender is meant for repair of card and module of all type of SMPS power plant in **Berhampur** SSA. The quantum of work may vary as per the necessity of the works.

3.1 SCOPE

- (i) Annual Repair Contract of Modules & Cards of SMPS Power Plants of different capacities in **Berhampur** SSA. The work comprises of repairing of Modules & Cards of power plants of SMPS type of different makes and ratings installed at various telephone exchanges etc. in **Berhampur** SSA.
- (ii) The number of modules & cards of power plants may be reduced or increased by the GMTD by 25% on its sole discretion.
- (iii) The work of repair of faulty Modules & cards of SMPS Power Plant is to be carried out at the respective sites.
- (iv) All the spares should be provided by the contractor including major components
- (v) All type of faulty modules & cards of SMPS Power Plant are required to be repaired as per requirement.
- (vi) The bidder should quote the composite rates inclusive labour and component replacement. It should be inclusive of all taxes excluding GST (service tax).

3.2. GENERAL CONDITION

- (i) The quality of the work along with adherence of time schedule is the main essence of this contract. Any deviation to this shall lead to disqualification of bidder followed by other terms and conditions in this tender.
- (ii) The bidder must have proper workshop and trained staff for repair .
- (iii) After repairing , the output of the SMPS module must be >95% (The output of 100 amp module must not below 95 amp), Otherwise the module shall be treated as unrepaired.
- (iv) The contractor shall employ the requisite number of workmen with means, material required for the proper execution of work within the time prescribed in the agreement
- (v) The contractor shall not charge any extra amount for traveling or transport expenses, overtime allowance and charges for materials used by him and will not be entitled to get compensation for any damage or loss in the course of supply of goods.
- (vi) The contractor shall supply the goods in the most efficient manner in every respect and in strict accordance with the instructions given to him from time to time by GMTD, **Berhampur** or his representative, including the instructions contained in the Work order /Purchase Order.
- (vii)
 - a. The contractor shall be responsible for providing all statutory benefits to the Personal employed by him .
 - b. The contractor shall also be solely responsible for compliance of various statutory obligations (Including the financial liability) under the contract labour (Regulation and Abolition Act), workman compensation Act and other laws and rules as applicable from time to time.
 - c. **It will be sole responsibility on the contractor to ensure that all statutory obligation regarding labor act and various welfare legislations are adhered strictly. In case of any monetary loss suffered by BSNL due to non-adherence of statutory obligation under various legislations including labor laws, will be liable to be recovered from defaulter contractor.**

3.3 Repair/ Non-Repair (RNP) condition

- (i) The contractor should inspect the card/ Module before receiving. It is mandatory to accept all cards/ modules for repair except burnt and damaged.
- (ii) The bidder has to receive the faulty module within 24 hours from the intimation received from the site in-charge. The card/module should be repaired within 72 hours from the receiving of SMPS module from the site in-charge. Failure to this penalty to be imposed. (See penalty clause). The intimation can be through, verbal, SMS, Whatsapp , mail or written.
- (iii) All repaired card/module should be under warranty for six months from the date of repair. If any card/ module goes faulty during this six months , the bidder should repair the same immediately and the later date shall be treated as repair date for calculation of warranty period. The bidder has to repair it free of cost and penalty of 25% of payment is to be deducted from next bill .
- (iv) Replacement under warranty shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- (v) Once card/module is accepted , it should be repaired within the time schedule. However, a total and maximum of 2% card may be declared as RNP (repair not possible)by the contractor.

3.4 VALIDITY OF THE CONTRACT.

The contract shall be valid for one year from the date of signing of the contract .

The GMTD **Berhampur SSA** reserves the right to increase the contract period from the agreed period for a maximum 12 months or part thereof with same rates and terms and conditions with an proportionate increase in estimate value. He also reserves the right to cancel the contract at any time without assigning any reasons.

SECTION-III Part B **Schedule of Quantities**

DETAILS OF FAULTY PP MODULES TO BE REPAIRED

SI No	SMPS P/P Modules make & capacity	Approx No. of faulty modules in Berhampur SSA to be repaired
01	ITI -100 A	50
02	Exicom 100A	50
03	Eltek 100A	50
04	ITI -50 A	15
05	Exicom 50A	15
06	Eltek 50A	20
07	ITI -25 A	15
08	Exicom 25A	15
09	Eltek 25A	20

SECTION-IV PART-A

GENERAL INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER

1. TERMS & DEFINITIONS:

- 1.1 "BSNL" or "The Nigam" or "The Tendering Authority" means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the CMD, BSNL and represented by the . General Manager **Berhampur BA**, Berhampur.
- 1.2 "The Bidder", "Contractor", "Tenderer", "vendor" means the individual/firm/company who participates in this tender & submits its bid.
- 1.3 "**The Service**" means supply of Transportation of Telecom materials in the area under the jurisdiction of Berhampur **Berhampur BA**.
- 1.4 "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.
- 1.5 "**The Advance Work Order(AWO)**" or "**Letter of Intent**" means the intention of Tendering Authority to place the Work Order(WO) on the bidder.
- 1.6 "The Work Order" means the order placed by the BSNL on the Bidder signed by the Engineer- in-Charge of BSNL including all attachments & appendices thereto and all document incorporated by reference therein. The work shall be deemed as "Contract" appearing in the document.
- 1.7 "The Contract Price" means the price payable to the bidder under the work order for full & proper performance of its contractual obligations..
- 1.8 "E-Tender Portal" means the website "www.etenders.gov.in/eprocure/app" of M/s ITI Limited who is providing e-Tendering solution to BSNL.
- 1.9 "ETS" means the Electronic Tendering System through the e-Tender Portal.

2. ELIGIBILITY OF BIDDERS

- 2.a The bidders should be Indian companies/Firms/Individuals.
- 2.b The bidder should have experience for repairing of faulty SMPS Power Plant Modules of different make fo 25A to 100A capacity for minimum amounting of Rs. 3,00,000 combining together in last three financial years 2019-20 and 2020-21 and 2021-22 in BSNL/MTNL/Central/State Govt. Deptts./ PSUs.
- 2.c The bidder must supported by an Experience Certificate to this effect issued by an Officer not below the rank of Deputy General Manager or equivalent rank of the concerned Organization.

- 2.d Experience Certificate issued by Divisional Engineer/TDE/AGM or equivalent must be duly countersigned by an officer not below the rank of Dy. General Manager or equivalent rank of the organization shall also be considered.
- 2.e All other eligibility criteria are as per the Checklist at the end of the section VI.

3 COST OF BIDDING

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

4 DOCUMENTS REQUIRED

- 4.1 The service 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 CLARIFICATION ON BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority's mailing address indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which received on or before last date of the query by the bidders as per clause 1 of Sec –II.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

6 DOCUMENTS TO BE SUBMITTED FOR BID

- a. The details of documents to be submitted offline and through online in e-Tender Portal are as listed at Section IV Part-B. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- b. Documents in original should be submitted for verification as required by the Tendering Authority.
- c. The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- d. As per the requirement of the tender's condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting

bidder. Action would also be taken for banning business dealing with the defaulting firm. An undertaking to this effect should be submitted by the bidder as per format at Annexure -N of Section-VII.

7 AMENDMENT TO BID DOCUMENT

- 7(a). At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 7(b). The amendments shall be notified in the E-Tender Portal and these amendments will be binding on the bidder(s).
- 7(c). In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline suitably for the submission of bids.
- 7(d). It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of their bid.

BSNL Contact-1	
BSNL's Contact Person	Shri D.S.Patra,AGM(Plg),O/o GM, Berhampur BA,Berhampur
Telephone& Mobile	0680-2220300,9437488499
E-mail ID	agmagmtber@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Smt Milirani Behera
Telephone & Mobile	0680-2229410,8763129566
E-mail ID	milibsnl123@gmail.com

8 PREPARATION OF BID DOCUMENTS – TECHNICAL BID & FINANCIAL BID

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid(two parts i.e. online original hard copies & Offline scanned documents) and Financial Bid and should be prepared as per Clause .16 of this Section.

9 BID FORMS

The bidder shall fill in Bid form at Annexure K at Sec- VII and the tender document in all respects, sign on all pages along with seal of the firm if any and upload scanned documents of the same in e-Tender Portal.

10 BID PRICE

The bidder shall quote rates as per schedule given in Section V.

TAXES AND DUTIES :

Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and / or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the BSNL from and against the same or any default by the contractor in the payment thereof. However, GST shall be paid extra by BSNL as applicable.

All statutory taxes will be deducted from the bills of the contractors as per law in force.

11 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

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

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also

- need to be submitted.
- b) copy of MSE / NSIC registration for supply of transportation in case of MSE
 - c) Additional documents to establish the eligibility and qualification of bidder as specified in this section.
 - d) Certificate of incorporation and Memorandum of articles. In case of a company.
 - e) Power of Attorney and authorization for executing the power of Attorney as per clause 15.
 - f) Copy of General Power of Attorney (in case of General power of attorney) along with copy of Board Resolution, in case of company.
 - g) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 40.
 - h) Experience certificate as per Clause -2 if this section.
 - i) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - j) 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.
 - k) GST Registration certificate, GSTR1 for March 2021 and GSTR3B for April 2021.
 - l) Valid PAN No. and income tax return for the assessment year 2020-21 .

11 .2 Solvency Certificate from a Bank for Rs.3 lakh issued after date of NIT.

12 DOCUMENTS ESTABLISHING SERVICES' CONFORMITY TO BID DOCUMENTS

- a. Pursuant to clause 6, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of services which he proposes to supply under the contract.
 - b. may be, in the form certificate(s) and the bidder shall furnish:
 - (a) a detailed description of Services with essential technical and performance characteristics;
 - (b) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical 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-III), General (Commercial) Conditions & Special (Commercial) Conditions, (Section- IV Part A, B, C) shall not be considered.
- 12.3 For the purpose of compliance to be furnished pursuant to the clause 12 above, the bidder shall note that the standards for the experience. Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

13. BID SECURITY / EMD

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

The bidder must deposit the amount as Bid Security vide clause 1, Section –I opted for in the form of a crossed demand draft drawn in favor of the **Accounts Officer,(Cash), BSNL, O/o GMTD Berhampur** and payable at Berhampur . The

A/c Payee DD drawn before the NIT date and or not payable at Berhampur will not be considered. The MSME 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 cost of EMD and cost of Tender paper can also be paid through online Banking/RTGS/NEFT as per the Section-II, Para 2.2 .

- 13.2 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) 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 at least one year from the date of issue of such order.
- 13.3 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 13.7.
- 13.4. A bid not secured in accordance with Para 13.1 & 13.2 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)
- 13.5 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 29.
- 13.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 25 and furnishing the performance security.
- 13.7 **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.
 - c) Withdraws his bid during the period of bid validity specified by the bidder in the bid form;

NOTE: A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.

14. FORMAT AND SIGNING OF BID

- 14.1 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 persons signing the bid.
- 14.2 The over writing / erasures in the bid made by the bidder shall be signed by the person signing the bid.
- 14.3 The letter of authorization shall be indicated by submission of ORIGINAL written power-of-attorney accompanying the offline bid submission. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid.

15. Power of Attorney

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.

- 15.1 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.(Board resolution to the effect must be submitted).
- 15.2 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.
- 15.3 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.

16 PREPARATION & SUBMISSION OF BIDS (READ VERY CAREFULLY)

- i. **PREPARATION THE BID CONTAINS THREE PARTS –(PART –A, PART B AND PART –C)**

Part A: (Offline Submission) Tender Fee and 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. In case of MSE, valid MSE certificate/Udyam Registration Certificate, broadly covering the tendered equipment/services, for claiming exemption on tender Fee/EMD shall be required to be submitted.

However scanned copies of the following documents(Whichever applicable)

- i. **Bank Transaction details with UTR Number towards the successful E-payment of tender Fee/EMD**
- ii. **DD/Bankers Cheque of Bank Guarantee(If opted EMD)**
- iii. **Valid MSE certificate/Udyam Certificate for Micro and Small Enterprises claiming Exemptions from Tender Fee/EMD are to be mandatorily uploaded by the bidder in their online technical bid part 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.

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 of e-tender portal(1st Electronic Envelope) which the bidder will have to comply with.

Further if the required original for tender fee, EMD/Bid security if not submitted through E payment mode , whose scanned copies are uploaded by bidder and available in 1st Electronic Envelope), are not received within stipulated time (5 days before 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..

Part B: (Online submission by Uploading in ETS portal)The Second part relates to uploading of scanned documents required for Technical Bid as per Section

VII in the appropriate place of the e-Tender Portal. (Please see the checklist also at sec-II)

Part C: The third part relates to online uploading of Financial Bid containing the Price schedule in excel format filled carefully in the appropriate place of the e-Tender Portal.

ii. SUBMISSION OF BIDS:

- a. All the clauses of the bids must be complied with and price bids must be Bids quoted online by the bidders before the locking/closing time and date of the bid submission.
- b. **Scanned documents wherever necessary are to be uploaded in the appropriate places of the document in chronological order of check list.**
- c. The bidder shall submit separate set of bid documents downloaded from e-Tender Portal against each individual bid offer .
- d. If any one of the document required to be submitted in Envelope as referred to in Clause 13 Part A of this Section is found to be wanting, the concerned bid shall be rejected at the opening stage itself.
- e. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

17 LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- 17.1 After the Locking Time on the bid submission last date no bidder can submit the bid under any circumstances
- 17.2 The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.
- 17.3 No bid shall be modified subsequent to the deadline for submission of bids as above.

18 BID OPENING AND EVALUATION

- a. Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in tender opening event as per Annexure G in Section VII. The bidders can view the opening details after the Tendering Authority opened them.
- b. The bidder or his representative, who is present, shall sign in tender opening register.
- c. The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- d. Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- e. Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

19 PLACE OF OPENING OF TENDER.

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at “**Chamber of AGM(Planning), 3rd Floor, Telephone Bhawan, Berhampur**”, where BSNL’s Tender Opening Officers would be conducting the TOE through online e-Tender. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed in the e-Tender Portal.

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 DNIT. The financial bid will not be opened on the Date of opening of techno commercial bids. 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 through e-tendering portal.

- (i) 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.
- (ii) 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

20 CLARIFICATION OF BIDS

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

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any additional documents/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 RELIMINARY EVALUATION

21.1 Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.

21.2 Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.

21.3 For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority’s determination of bid’s

responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.

- 21.4 A bid, determined as substantially non-responsive will be rejected by the Tendering authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 21.5 The Tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- 22.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 22.3 If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 22.4 The evaluation and comparison of substantially responsive bids shall be done on the basis of composite total amount service charge quoted/offered by the bidder as per **Section VI**.
- 22.5 Tendering authority may negotiate with L1 bidder only or can make counter offer. If the L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders.

23 CONTACTING THE TENDERING AUTHORITY

- 23.1 Subject to seeking clarifications on e-tendering and tender document, no bidder shall try to influence the Tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to influence the Tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

24 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

The Tendering Authority 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 Tendering Authority's action.

25 AWARD OF CONTRACT & CONTRACT PERIOD

- 25.1 The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all required transport & labour laws and rules as applicable from time to time. Tendering authority shall consider placement of ADVANCE WORK ORDER(letter of intent) to those bidders whose offers have been found **technically, commercially and financially** acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with clause 25, 28 of this Section. The tendering authority shall have the right to award more than one contractor.
- 25.2 **Period of contract:** The period of this contract will be one **year from the date of agreement. However the BSNL reserves the right to extend the contract further, in terms of six months, up to one year** on the same rates, terms & conditions, which shall be binding on the contractor.

26 Distribution of Quantity

- (i) The Purchaser intends to limit the number of technically and commercially responsive One (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. The distribution of the quantity shall be as given in Table 1 below.

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

Quantity allotted to the respective bidder				
L1	L2	L3	L4	L5 and so on
100%	Nil	Nil	Nil	Nil

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

Quantity allotted to the respective bidder					Qty earmarked for MSE bidder(s)
L1	L2	L3	L4	L5 and so on	
80%	Nil	Nil	Nil	Nil	20 %

If there is no eligible & willing MSE bidder then the allocation of quantity shall be de-reserved & procured from participating bidders as per Table 1(A).

- a. If there is any eligible & willing MSE L1 bidder then allocation of quantity shall be as per Table 1(A) and there shall not be any separate reserved quota for MSEs
- b. If there is no eligible & willing MSE L1 bidder, but there is one or more eligible & willing MSE bidders within the price band of L1+15% then allocation of quantity shall be as per Table 1(B). The 20% reserved quantity shall be equally distributed amongst such eligible & willing MSE bidders subject to Para 2(ii) of DO No. 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME).

- (ii). In the event of any of the eligible bidder(s) not agreeing to supply the transportation or not being considered by BSNL for ordering the service, 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.

27 PURCHASER'S RIGHT TO VARY QUANTITIES :

- 27.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.
- 27.b BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

- 28 **Performance Security Deposit (PSD)**:The Bidders shall furnish Performance Security Deposit for an amount of 3% of the estimated cost of the tender .separately, in the form of DD/E-payment/Bank Guarantee from a Nationalized/ scheduled Bank for a period of 2 (Two) years in favour of AO (Cash), office of G.M.T.D., Berhampur in the format at Annexure F of Section VIII payable at Berhampur as awarded by the . GMTD, Berhampur. The PSD is to be deposited within 14 (Fourteen) days from the date of receipt of Advance Work Order failing which their EMD or bid security may be forfeited.

The PSD may be forfeited in part/ whole in case of:

- i. The successful L-1 bidder do not execute agreement after deposit of Performance Security Deposit within 7 (Seven) days.
- ii. Unsatisfactory service by the contractor.
- iii. Theft or misappropriation of articles of BSNL by the employees of contractor.
- iv. Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.
- v. Withdrawal of the successful bidder from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

29 PERIOD OF VALIDITY OF BIDS and Tender

- 29(a). Bid shall remain valid for 180 days from date of opening of the bid which can be extended for 30 more days on written request by the tendering authority if required. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.
- 29(b). A bidder, accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances, will not be permitted to modify the bid.
- 29(c). Validity of Tender: - The service against the tender will remain valid for a period of one years from the date of signing the agreement. However, GMTD, Berhampur reserves the right to increase the validity period of the tender for one year or part thereof with proportionate increase in estimated cost at the same quoted rate with extension of Performance security.

- 30 SIGNING OF CONTRACT AGREEMENT**:-The successful Bidder shall be required to execute an agreement on a non-judicial stamp paper of `100/- (Rupees One Hundred only) at his own cost as per the enclosed proforma within 10 (Ten) days from the date of deposit of PSD. In the event of failure of the bidder to sign the agreement within 7 (Seven) days of being called upon to do so after depositing required PSD, or in the event of his failure to start the work as stipulated in the work order, then the amount of PSD. (Performance Security Deposit) in the form of DD/E-payment or Bank Guarantee as the case may be, shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

31 PLACEMENT OF WORK ORDER .

Officer equal or above the rank of AGM/DE shall issue a formal WORK ORDER prior to a month with the quantity which may vary time to time depending on the requirement.

32 PREPARATION & SUBMISSION OF BILL FOR PAYMENT

The contractor shall prepare a **GST compliant** bill against the work order in duplicate indicating the type of vehicles, distances transported.

Further it is agreed that for claiming the payment the following documents are to be submitted by the Supplier to the paying state along with appropriate invoice:

1. Repair requisitions;
2. Delivery challans;
3. Consignee Receipt ;
4. Bill of materials;
5. Copy of the Work Order issued by concerned authority
6. Certificate for Satisfactory working of the faulty modules on repairing.
7. Any other document as may be demanded by BSNL

The processing authority will also ensure proper checking of above items before according his sanction.

Supplier hereby agrees that it will be solely responsible for performing all compliances and making payments of GST, cess, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India

a) Work order

It is understood between the parties that supplier shall raise invoice basis work order issued by BSNL. In case of any deviation or disagreement by supplier on place of supply, billing location, HSN code/ SAC code stated on WO(work order), it shall be the responsibility of supplier to intimate BSNL well in advance. Further, in case supplier raises the invoice on an address other than agreed, it shall be the responsibility of the supplier to modify the invoice.

b) Place of supply

For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by BSNL. It shall be the responsibility of supplier to intimate BSNL well in advance in case of deviation / disagreement with the place of supply as determined in PO.

c) Deficient Supply/ Incomplete supply/ Rejected supply

Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected supplier, it shall be the responsibility of supplier to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the supplier fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the supplier.

d) Discount clause

In cases where supplier is providing discount to BSNL for the goods supplied by it or service rendered, following should be predetermined or mutually agreed between supplier and BSNL:

1. Situations in which discount would be allowed by supplier to BSNL (e.g. Value-based/ quantity-based discounts)
2. Basis and manner in which discount would be computed and allowed to BSNL
3. Deduction of such discount from the value of supply as per provision of GST Act

e) Compliance rating

Supplier shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. Supplier shall be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing of supplier i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to supplier only on receipt of input tax credit to BSNL

f) E-way bill

It shall be the responsibility of bidder/ supplier to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. Supplier would indemnify BSNL in case of any non-compliance or default or due to lack of diligence on the part of the supplier to comply with the e-waybill requirement

g) Penalty Clause

- I. In case of failure to provide the service for more than 24 hrs from the date of requisition, a penalty of Rs 1000 of the service charge per week will be levied and deducted from the bill.
- II. The total penalty during a month on the above accounts will not exceed 75% of service charges claimed against the bill.
- III. Penalty for delay in completion in work shall be recoverable from the bill of the contractor and/or by adjustment from the SD or from the bill of any other contract of BSNL.
- IV. However the General Manager **Berhampur BA** Berhampur reserves the right to grant any relief of the penalty considering the circumstances on the appeal made by the contractor.

h) Miscellaneous

1. Supplier agrees to share the monthly information with BSNL which would be uploaded by the supplier in its GSTR -1 along with the information of input credit to be claimed by BSNL in such month;
2. It shall be the responsibility of vendor to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30th September following the end of relevant financial year

33 DISPUTES IN TENDER FINALIZATION:

In the event of any disputes arising out of finalizing of tender agreement or any other matter relating to this tender the decision of GMTD, Berhampur shall be final and binding on all concerned.

34 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause-22, 28 & 29 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

35 DISQUALIFYING CLAUSE:

The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL.

- 36** The BSNL reserves the right to award work to more than one contractor in exigency of service. However, the quantity of work may vary on contractor to contractor at any given point of time.

37 TERMINATION OF CONTRACT BY BSNL

- 37(a). **Circumstances for rescission of contract:** Under the following conditions the Tender Issuing Authority may rescind the contract: (a) If the contractor fails to start the work within stipulated time as specified in the work order and after issue of Show Cause Notice. (b) If the contractor commits breach of any item or terms and conditions of the contract. (c) If the contractor suspends or abandons the execution of work and BSNL comes to conclusion that work could not be completed by due date or the contractor had already failed to complete the work by that date. (d) If the contractor had been given by BSNL a notice in writing to rectify/replace any defective work done by his workmen and he/she fails to comply with the requirement within the specified period.
- 37(b). Upon rescission of the contract, the PBG of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under:
- i. Calculation of works executed since the last bill passed and up to the date of rescission of contract shall be taken.
 - ii. **If** any property of BSNL is found damaged/lost by the workmen, then the cost of loss/damage shall be measured and recovered from the contractor giving seven days notice to the contractor and taking into account his representation, if any.
 - iii. The un-executed work shall be got executed through any other contractor approved in the area of Tender Issuing Authority at the approved rates of to execute the work departmentally, as is convenient or expedient to the BSNL **at the risk and cost of the contractor**. In such an event no compensation shall be payable by the BSNL to the contractor towards any inconvenience/ loss that he may be subjected to as a result of such an action by the BSNL. In this regard the decision of Tender Issuing Authority shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the BSNL under the contract or any other account whatsoever anywhere in the BSNL or from a security deposit/PBG. The certificate of the Sub-Divisional Officer who is in charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.
- 37(c). **Termination for Insolvency:**
- i. The BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL.
 - ii. **Optional Termination by BSNL (other than due to default of the contractor):** The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation.
 - iii. In the event of the termination of the contract, the contractor shall hand over possession of BSNL property in possession/custody of materials/ equipments or as the BSNL may direct.

- iv. The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may part such items without any compensation whatsoever to the contractor.

38 **FORCE MAJEURE:**

- a. If 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 reason 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 events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance of contract. The work shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- b. Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of contract in possession of the contractor at the time of such termination of such portion thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

39 **ARBITRATION:**

- 39.1 In the event of any question, dispute or difference arising under the 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 sole arbitration of GMTD Berhampur or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the GMTD Berhampur or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the GMTD Berhampur of BSNL, Odisha shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that arbitrator so appointed is an employee of BSNL or 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 BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.
- 39.2 The venue of Arbitration proceeding shall be Office of GMTD Berhampur, BSNL, Berhampur or such other place as the arbitrator may decide.

- 39.3 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 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.

40 NEAR-RELATIONSHIP CERTIFICATE

- 40.1.1 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.
- 40.1.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 40.1.3 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).

The format of the undertaking is at Annexure C, Section VII

41 VERIFICATION OF DOCUMENTS AND CERTIFICATES

- 41.1 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 the genuineness of the submitted documents would rest with the bidder.
- 41.2 If any document/paper/certificate submitted by the participant bidder is found/discovered to be false / fabricated / tempered / manipulated either during the bid evaluation or during award of contract or there after then the purchaser will take action as per clause -1 of appendix -1 of this section.
- 41.3 Note for tender opening committee: At the time of tender opening the TOC will check/verify that the documents confirming 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 the veracity of the documents/papers and certificates. The documents/papers to be submitted in respective bid part have been explicitly stated in clause No – 2 & 11 of this section. This open bid part which is already signed by the authorized representative of the bidder company during the 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.
- 41.4 These papers will be treated as authentic one in case of any dispute.

42 SECURITY CLAUSE AS PER LATEST GUIDELINES AND REQUIREMENT

Mandatory Licensing requirements with regards to security related concerns issued by

the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

43 RESERVATION/ PROCUREMENT FROM MSE UNITS: The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

44 SET OFF:

- 44.1 Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- 44.2 In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- 44.3 If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

45 REJECTION OF BID

The bid will be rejected in case of :-

- 45.1 Non-submission of required offline &online(scanned) documents as per Section V.
- 45.2 Bid quoted with conditional terms &rates.
- 45.3 Non-submission of bid document cost &bid security
- 45.4 Late submission of bid
- 45.5 Non-acceptance of correction of price

46. DEBARRING CONDITIONS

- 46.1 Sub-contracting of the job will debar and disqualify a successful bidder.
- 46.2 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- 46.3 The engagement of Repairing of faulty Power plant modules in the area under the jurisdiction of Berhampur **Berhampur BA** as per existing provisions of various laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
- 46.4 BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

47. COURT JURISDICTION

- 47.1 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.
- 47.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

"This Tender/Contract/AWO/WO is subject to jurisdiction of Court at Berhampur

only”.

48. Indemnity clause

- a.) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) is filed correctly and to declare correct information on the invoice and GST portal. In case of mismatch because of vendor's fault, prompt amendments must be made by the supplier else supplier shall be required to indemnify BSNL of the loss of credit due to mis-match and BSNL shall recover the said amount from vendor. The compliances to be adhered by supplier includes (but is not limited to) the following:
- (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time;
 - (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice .
 - (iii) Acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of details on GSTN. Such changes w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It must be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier.

BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the supplier in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the supplier. Further in case any credit is not received or short credit is received or in case of any error because of which no credit is received then such equivalent amount is not liable to be paid by BSNL. Where, however the amount has already been paid by BSNL the same is liable to be recoverable or adjustable against subsequent payments.

- b.) in case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability / professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the supplier to comply with the relevant laws/ regulations applicable in India or overseas, Supplier undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL.

49. General Guidelines:-

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

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

SECTION-IV PART-B

GUIDELINES FOR BIDDING IN e-tendering Portal

1. E-TENDERING INSTRUCTIONS TO BIDDERS

The instructions given below are CPP e-tender portal (www.etenders.gov.in/eprocure/app URL of e-tender portal), centric and for e-tenders invited by the General Manager Berhampur BA, Berhampur of Odisha BSNL Circle only.

1.1 Broad outline of activities on e-tender portal from Bidders prospective

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

1.2 Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

1.3 Registration

To use the Electronic Tender[®] portal (URL of e-tender portal), vendor needs to register on the portal (if not already registered). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. Pay Annual Registration Fee if applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable). Please contact Helpdesk (as given below), to get your registration accepted/activated.

1.4 Bid related Information for this Tender (Sealed Bid)

Bidders should refer to User Manual for SO (Supplier Organization) in USER GUIDANCE on www.etenders.gov.in/eprocure/app (URL of e-tender portal).

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only. In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence. If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

NOTE 2: In case any discrepancy between information entered by bidder in the electronic form/template and that as per the supporting document uploaded, then information as per uploaded supporting documents shall prevail over the information in the electronic form/template.

1.6 Other Instructions

For further instructions, the vendor should visit the home-page of the portal (www.etenders.gov.in/eprocure/appURL of e-tender portal), and go to the User-Guidance Center

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of e-tender portal.

2. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. www.odisha.bsnl.co.in and www.etenders.gov.in/eprocure/app up to 16:00Hrs of tender closing date which will be treated as final. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/correction/modification etc.

a. Special Note on Security of Bids in ETS:

- i. Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:
- ii. As part of the Electronic Encrypted functionality, the contents of both the "Electronic Forms" and the "Main-Bid" are securely encrypted using a Pass-word created by the server itself. The Pass-word is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

b. Public Online Tender Opening Event (TOE)

- i. ETS offers a unique facility for "Public Online Tender Opening Event (TOE)". 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. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
- ii. Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender

Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).

- iii. ETS has a unique facility of "Online Comparison Chart" which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.
- iv. ETS has a unique facility of a detailed report titled "Minutes of Online Tender Opening Event (TOE)" covering all important activities of "Online Tender Opening Event (TOE)". This is available to all participating bidders for "Viewing/ Downloading". There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
- v. For further instructions, the vendor should visit the home -page of the e-Tender Portal (www.etenders.gov.in/eprocure/app).

Important Note: It is strongly recommended that all bidders should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

- vi. The following "**FOUR KEY INSTRUCTIONS FOR BIDDERS**" must be assiduously adhered to:
 1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
 2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
 4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, et al. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.
- vii. Minimum Requirements at Bidders' end to access and use e-Tender Portal:
 - Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
 - Broadband connectivity.
 - Microsoft Internet Explorer 6.0 or above
 - Digital Certificate(s)

SECTION-V**FINANCIAL BIDFOR REPAIRING OF FAULTY MODULES OF SMPS POWER PLANT
IN BERHAMPUR SSA OF BERHAMPUR BA**

The bidder should quote his service charge in both in figures & words.

During validity period of the tender, no price escalation shall be considered under any circumstances

SI No	SMPS Modules make capacity	P/P &	Approx No. of faulty modules in Berhampur SSA to be repaired	Rates quoted per module (in Rs.)	Rates quoted per module (in figure.)
01	ITI -100 A		50		
02	Exicom 100A		50		
03	Eltek 100A		50		
04	ITI -50 A		15		
05	Exicom 50A		15		
06	Eltek 50A		20		
07	ITI -25 A		15		
08	Exicom 25A		15		
09	Eltek 25A		20		

1. Rate should be exclusive of GST but inclusive of transportation & all other charges/any govt. levies

2. Evaluation shall be done as per Composite total Amount under column E

3. L1 will be the lowest gross composite total Amount of all items under column E.

Place : _____ Signature of the Bidder _____

Date: _____ Name of the Bidder _____

Contact telephone _____

SECTION-VI**CHECK LIST/REQUIREMENTS****A. Documents required to be submitted through e-Tender Portal**

1	Original Demand Draft/Bankers cheque /e-payment receipt for cost of Tender paper as per Detailed NIT (upload Scanned electronic copy on e-tendering Portal and Physically send to Tender Inviting Officer). <i>In case of MSE bidder signed photocopy of MSE/NSIC Regn Certificate for availing exemption.</i>
2	Original Demand Draft/Bankers cheque /e-payment receipt for Bid Security/EMD as per Detailed NIT (upload Scanned electronic copy on e-tendering Portal and Physically send to Tender Inviting Officer). <i>In case of MSE bidder signed photocopy of MSE/NSIC Regn Certificate for availing exemption.</i>
3	If DSC of Power of Attorney Holder is used in the tender, the Original Power of Attorney in favour of Power of Attorney Holder and copy of Board Resolution in case of a company. Copy of General Power of Attorney (in case of General power of attorney) along with copy of Board Resolution, in case of company.
ONLINE DOCUMENTS to be scanned and uploaded in ETS portal against the Techno-Commercial Bid. No need to submit offline.	
1	Authorisation letter against the representatives for attending the Tender opening event Annexure G Sec-VII
2	Scanned Bid Document Signed in each page
3	Scanned copy of proof of payment against cost of tender paper (Receipt/DD/Bankers Cheque/online payment receipt) In case of MSE bidder signed photocopy of the MSE/NSIC certificate to be submitted for availing Exemption.
4	Scanned copy of proof of payment against Bid Security/EMD (Receipt/DD/Bankers Cheque/online payment receipt) In case of MSE bidder signed photocopy of the MSE/NSIC certificate to be submitted for availing Exemption.
5	Certificate of Incorporation and Memorandum of Association in case of a company/Partnership deed in case of partnership firm/ Contractor license in case of proprietorship firm/individual as per clause 11.1 of Section-IV Part-A.
6	List of all Board of Directors of the company as per clause 11.1 of Section-IV Part-A.
7	If DSC of Power of Attorney Holder is used in the tender, the Original Power of Attorney in favour of Power of Attorney Holder and copy of Board Resolution in case of a company. Copy of General Power of Attorney (in case of General power of attorney) along with copy of Board Resolution, in case of company.
8	copy of MSE/NSIC registration for supply of Repairing of faulty Power plant modules in
9	Experience Certificate as per Clause 4. Sec-II
10	Original signed Integrity pact filled in all respects. Annexure H Sec-VII
11	Declaration for GST as per Annexure-N Sec-VII
12	Copy of GST Registration
13	No Near relative certificates(s) as per format- Annexure C Sec-VII

14	Copy of Income tax return for the assessment year 2018-19
15	Copy of Pan card
16	Solvency Certificate from a Bank for Rs.3 lakh issued after date of NIT.
17	Declaration of non tampering of the document as per Annexure- E Sec-VII
18	Clause-by-Clause compliance as per Annexure- B of Sec-VII
19	No deviation statement in the format of Annexure – M Sec-VII of Bid Document.
20	Undertaking for downloading the tender document as per Annexure-D Sec-VII
21	Bidders profile as per Annexure- I Section- VII
22	Undertaking regarding genuineness of the documents/information submitted Annexure- N Sec-VII
23	Original Bid Form as per Annexure- K Section- VII
Contents of 2nd Envelope (Financial Bid/)	
1	Original Price Bid BOQ in XLS (Only upload in ETS portal)

N.B:-The documents should be uploaded with chronological order with the check list.

SECTION-VII**FORMATS FOR
DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES**

SL. No.	Format Name	Page No
1.	Annexure -A: Agreement (sample format)	37
2.	Annexure -B: Declaration of clause by clause compliance	38
3.	Annexure -C: No near relatives certificate/declaration in BSNL	39
4.	Annexure -D: Declaration for downloading the tender document.	40
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6.	Annexure -F: Performance bank guarantee (bond form)	42
7.	Annexure -G: Letter of authorisation for attending bid opening	43
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9.	Annexure -I : Bidder's profile	47
10.	Annexure -J: Mandate form for electronic transfer of payment	48
11.	Annexure -K: Bid form	49
12.	Annexure -L: Undertaking regarding genuineness of the documents/information submitted	50
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15.	vendor contract clause	53-56

ANNEXURE -A

AGREEMENT (Sample Format)

AGREEMENT FOR REPAIRING OF FAULTY POWER PLANT MODULES IN BERHAMPUR TELECOM DISTRICT

An agreement is entered in between I _____ as one part and the General Manager **Berhampur BA**, Berhampur _____ second part on behalf the BSNL on this _____ day of 2017 for Repairing of faulty Power plant modules under the jurisdiction of GMTD, Berhampur.

Whereas in response to the tender notice no _____ dtd _____ issued by the GMTD, Berhampur i _____ has been declared successful for Repairing of faulty Power plant modules in Berhampur **Berhampur BA**.

I _____ hereby undertakes to carry out the Repairing of faulty Power plant modules for a period of two year (w.e.f:) starting from the date of execution of the agreement of the rate as per the tender final list in his favour according to the terms and conditions laid down in the tender document.

I _____ also undertakes to carry out the work throughout the year at the same approved rate and according to the laid down standards of BSNL and up to the satisfaction of GMTD Berhampur.

I _____ further undertakes to fully abide by the terms and conditions as stipulated in the tender notice no _____ dt. _____ referred to above and shall make good any loss caused to the **Berhampur BA** or any other Govt. department or private body or to the public.

Performance Security Deposit for Rs.....- is furnished through of Bank Guarantee/ No. Datefrom Name of the Bank and it is valid upto Dt.....

Signature of contractor

Dy. General Manager (Telecom)

O/o GMTD, Berhampur

Name
Address

Name
Address

Witness 1
Name
Address

Witness 2
Name
Address

ANNEXURE -B

CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

Sl.	CLAUSES	COMPLIANCE
(A)	(B)	(C)
1	All clauses of General Commercial Conditions of Section-I	FULLY COMPLIED
2	All clauses of General Commercial Conditions of Section-II	FULLY COMPLIED
3	All clauses of General Commercial Conditions of Section-III	FULLY COMPLIED
4	All clauses of General & Commercial Conditions of Contract of Section IV Part-A & Part B	FULLY COMPLIED
5	All clauses of General Commercial Conditions of Section-V	FULLY COMPLIED

- The clause-by-clause compliance statement should be given as per clauses 12.2 (c) of Section-IV Part-A
- The bidder should mention ' FULLY COMPLIED' in the column ' C' above, otherwise a statement of deviation may be submitted as per clause 12.2 (c) of Section-IV Part-A

Signature of the Bidder:

Name in Block Letters.....

with Company Seal

ANNEXURE -C

NO NEAR RELATIVES CERTIFICATE IN BSNL

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor]

DECLARATION

I/We _____ S/o _____

_____ resident of _____

_____ hereby certify that none of my near relative(s) as defined in the tender document is/are employed any where in BSNL 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 bidder _____

Name _____

Note: 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) and 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).

Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm certificate(s) will be given by all the partners and in case of Private Ltd. Company certificate(s) will be given by by all the directors of the company.

Signature of the bidder _____

Name : _____

(Capacity in which signing)

Place:
Date:

ANNEXURE -D

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 **www.etenders.gov.in/eprocure/app** and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed NSIC/NEFT/RTGS/Online Banking/DD for Rs...../- towards the cost of tender document along with this bid. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: _____ Signature of Bidder _____

Place: _____

Name of Bidder _____

(Along with date & Seal)

ANNEXURE -E

Declaration of Non tampering of tender document

I, Shri/Smt/M/s _____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website "http://www.odisha.bsnl.co.in" or **www.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: _____

Signature of bidder/Authorized Signatory

Name of the _____

Seal of the bidder: _____

ANNEXURE -F**PERFORMANCE BANK GUARANTEE (BOND FORM)**

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt _____ (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Tendering authority Order) No. _____ Dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____ we, _____ (Name of the Bank) _____ (hereinafter referred to as "the Bank") at the request of _____ (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of 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 he 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 contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (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, out liability under this guarantee shall be restricted total amount not exceeding _____

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers 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 contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of 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 GMTD, BSNL, BERHAMPUR certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(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 **TWO YEARS** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank) _____ further agree with the BSNL that a 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 contractor(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 and said contractor(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 Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(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. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We (Name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated _____

Place _____

Signature:

For _____

(indicate the name of the Bank)

ANNEXURE -G**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before date of bid opening)**

To

The DGM (CFA)
O/o .GM **Berhampur BA** Berhampur
Berhampur 760001

Sub:

Authorization for attending bid opening on _____ (date) in the Tender for **Repairing of faulty Power plant modules** in the area under the jurisdiction of Berhampur **Berhampur BA** and/or any other material to be transported from / to any part of Odisha / Eastern India to / from Berhampur **Berhampur BA** as and when required.

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

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

Signature of bidder Or Officer authorized to sign the bid Documents on behalf of the bidder

Note:

- 1 Maximum of one representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE -H**INTEGRITY PACT****Between**

Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as "The Principal"

And

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principals of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a). No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b). The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c). The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions

Section 2- Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a).The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer Promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure.

Section 4-Compensation for Damages

- (i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.

- (ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/ Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5- Previous transgression

- (i). The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors

- (i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s) /Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8- External Independent Monitor/ Monitors

1. Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/ Subcontractor(s) with confidentiality.

Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural

Section 9- Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10- Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.

- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
.....
For the Principal (Signature) For the Bidder/Contractor(Signature)

Place..... Witness 1:

Date..... Witness 2:

ANNEXURE -I
BIDDER'S PROFILE

Passport size
Photograph (To be
pasted) of the
Tenderer / authorized
Signatory holding
Power of Attorney with
signature on the front
side of Photo graph
overlapping the form

Sl#	Item	Details
1	Name of the individual Bidder	
2	Name of the person submitting the tender whose photograph is affixed (In case of proprietorship /Partnership firms, the tender has to be signed by proprietor/partner only holding the Power of Attorney to sign the bid, as the case may be)	
3	a. Permanent Address of the Bidder b. Local Address of the Bidder in Berhampur SSA	
4	Tel. Nos. with STD code	Office: Fax:..... Residence:..... Mobile No:..... email id
5	Registration & incorporation particulars of the Bidder (if other than individual): i) Proprietorship ii) Partnership iii) Private Limited iv) Public Limited (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)	
6	Name(s) of the Individual/ Proprietor/ Partners / Directors *	
7	Bidder's bank, its address and his current account number	
8	PAN No. & Income Tax Circle	
9	Brief description of the work carried out in last two years – 2016-17 and 2017-18 *	
10	Is the firm registered with any Agency / Government? If so, furnish details of registration.	
11	Has the firm been blacklisted by any Organization? If so, attach details thereof. *	
12	Is the Bidder aware of all the Rules and Guidelines of Government on the subject of tender? (Write YES or NO)	
13	GST Registration Number:	

* (In case the space is insufficient, attach list separately)

1, Shri/Smt hereby declare
that the information furnished above is true and correct.

Place:

Signature of Bidder /Authorised signatory

Date:

Name & Seal of the Bidder

ANNEXURE -J

**MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH
ELECTRONIC CLEARANCE / ELECTRONIC FUND TRANSFER**

To
The General Manager **Berhampur BA** Berhampur,
Berhampur.760001

Sir,

Kindly pay any amount due to us to our Bank Account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and oblige.

Sl#	Item	Details
1	NAME OF THE CONTRACTOR	
2	NAME OF THE BANK	
3	NAME OF THE BRANCH	
4	NATURE OF ACCOUNT CA/SB/CC	
5	ACCOUNT NUMBER	
6	BANK CODE (MICR CODE)	
7	BANK IFSC CODE	
8	ADDRESS OF BANK	

DATE: _____

SIGNATURE OF SUPPLIER/BIDDER

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our records.

SIGNATURE OF MANAGER _____

WITH BANK SEAL AND DATE

Tel No: _____ Fax No:.....

Original copy signed by Bank Officer with seal to be submitted.

ANNEXURE -K

BID FORM

(To be attached with Section-VII A)

To

The General Manager Berhampur BA, Berhampur,
DoorsancharBhawan, Unit-,
Berhampur-760001.

Ref Tender NoS-172/PP-MOD-REP/2018-19 Dated: 21.02.2019

Dear Sir,

- 1) Having the conditions of contract and services to be provided thereceipt of which is hereby duly acknowledged, we, undersigned, offer to provide the same in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake, to enter into agreement within one week of being called upon to doso and bear all expenses including charges for stamps etc and agreement will bebinding on us.
- 3) If our Bid is accepted, we will obtain the guarantees of a Nationalised/ Scheduled Bank for a sumnot exceeding 5 %of the contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180** days from the date fed for Bidopening and it shall remain binding upon us and may be accepted of any timebefore the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your writtenacceptance there of in your notification of award shall constitute a bindingcontract between us.
- 6) Bid submitted by us is properly verified and prepared so as to prevent any subsequent replacement. We understand that you are not bound to accept the lowest or anybid, you may receive.
- 7) We understand that the Bid document so submitted is the true copy of BSNLtender documents available on the BSNL website www.etenders.gov.in/eprocure/app.Any deviation will result in the rejection of thebid.

- a. Dated thisDay of2016.
- b. Signature of Sri
- c. In capacity of(designation)
- d. Duly authorized to sign the bid for and on behalf of
- e. Witness
- f. Address
- g. **Signature**

ANNEXURE-L

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

I, Shri/Smt Son/Daughter of Shri do hereby undertake that all the documents / certificates submitted by me with this tender (tender for providing **Repairing of faulty Power plant modules** in the area under the jurisdiction of Berhampur **Berhampur BA**) are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at any time any information furnished in the documents / certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place: Signature of tenderer/Authorised signatory

Date: Name & Seal of the tenderer

ANNEXURE -M
NO DEVIATION STATEMENT

Sl.	CLAUSES	REMARKS
(A)	(B)	(C)
1.	All clauses of General Commercial Conditions of Section-II	NO DEVIATION
2.	All clauses of General Commercial Conditions of Section-III	NO DEVIATION
3.	All clauses of Special Condition of Contract of Section-IV Part-A	NO DEVIATION
4.	All clauses of Technical Specification of Section-IV Part-B	NO DEVIATION

Signature of the Bidder:

Name in Block Letters.....

with Company Seal

**ANNEXURE -N
Declaration for the GST**

I shri declare that I have the Following GSTIN
Numbers only against me/my firm/my Company
.....(Name)

- 1.
- 2.
- 3.
- 4.
- 5.

And no one among the above GSTIN numbers has been blacklisted by The GST Authorities.

Name.....

Signature

Section-VIII-Key Contractual Changes

Bharat Sanchar Nigam Limited		
Vendor Contract Clauses		
Sr. No	Contractual clause	Clause description
1	Definition	'The term 'GST Act' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST), Rules and any other GST related legislation in India
2	Definition	'For the purpose of this agreement, the term 'GST' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India, as may be applicable
3	Eligibility	For the purpose of this agreement, the supplier should: 1. Have a valid PAN No.; 2. Have a valid Goods and Services Tax Registration Certificate No. or mention as unregistered dealer; 3. File a self-declaration along with the evidence that the supplier is not black listed by GST authorities; 4. Intimate all GST registration number to BSNL, where supplier holds multiple GST numbers
4	Tax Clause	All taxes except CGST, SGST, UTGST and IGST if any, required to be paid on the invoices as specified in clause __ above shall be borne by the supplier
5	Composition scheme	Where the supplier is registered as a composition dealer under GST Act, it shall declare the same at the time of acceptance of purchase order. Supplier shall not levy or impose taxes under GST on invoices.
6	Indemnity	It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) is filed correctly and to declare correct information on the invoice and GST portal. In case of mismatch because of vendor's fault, prompt amendments must be made by the supplier else supplier shall be required to indemnify BSNL of the loss of credit due to mis-match and BSNL shall recover the said amount from vendor. The compliances to be adhered by supplier includes (but is not limited to) the following: (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time; (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice; (iii) Acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of details on GSTN. Such changes w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It must be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the supplier in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the supplier. Further in case any credit is not received or short credit is received or in case of any error because of which no credit is received then such equivalent amount is not liable to be

Bharat Sanchar Nigam Limited		
Vendor Contract Clauses		
Sr. No	Contractual clause	Clause description
		paid by BSNL. Where, however the amount has already been paid by BSNL the same is liable to be recoverable or adjustable against subsequent payments
7	Indemnity clause	It is hereby agreed between both the parties that in case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability / professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the supplier to comply with the relevant laws/ regulations applicable in India or overseas, Supplier undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL
8	Tax deducted at source	Nothing contained herein in the agreement shall prevent BSNL from deducting tax at source if required under GST Act and GST regulations, any law or any regulation.
9	Reverse charge liability – Domestic procurement	Wherever domestic reverse charge is applicable on BSNL under GST Act, no tax shall be charged by supplier on invoice. It shall be the liability of BSNL to pay tax under reverse charge mechanism
10	Reverse charge liability – Unregistered supplier	It is specifically agreed between the parties that where the supplier is not registered under GST Act, it shall be the responsibility of BSNL to discharge liability under reverse charge mechanism. It is further agreed that supplier shall not charge tax on invoice
11	GST invoice	<p>It shall be the responsibility of supplier to raise appropriate tax invoice as per the provisions of GST Act. BSNL reserves the right to be indemnified for the credit loss in case BSNL is unable to claim the input tax credit for any non-compliance / default in raising appropriate invoice by supplier. Further all invoices should be sent to BSNL promptly.</p> <p>Further the Supplier is required to comply following requirements w.r.t. issuance of invoice:</p> <ul style="list-style-type: none"> • All the details of supplier (name, address, GSTIN/ unregistered vendor, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice; • Invoice/DN/CN need to be issued timely within the time prescribed under GST law; • In case of any deficient supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment; • It would be the responsibility of the supplier to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier; • Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availment of credit and ensure that the place of supply as per GST law is same as registered premise; • It shall be the responsibility of supplier to raise invoice within the prescribed timelines; • E-waybill number should be mentioned on the invoices;

Bharat Sanchar Nigam Limited		
Vendor Contract Clauses		
Sr. No	Contractual clause	Clause description
12	Debit note	<p>The supplier acknowledges and agrees to issue appropriate debit note/ credit note as prescribed under GST Act and send to BSNL within the within the prescribed time. All documents should be received well in advance so as to enable BSNL to claim proper credit.</p> <p>Further it shall be the responsibility of supplier to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier.</p> <p>BSNL reserves the right to be indemnified for the credit loss by supplier in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the supplier</p>
13	Payment terms	<p>BSNL will make payment to supplier only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to BSNL.</p> <p>Further it is agreed that for claiming the payment the following documents are to be submitted by the Supplier to the paying state along with appropriate invoice:</p> <ol style="list-style-type: none"> 1. Invoice along with e-way bills; 2. Delivery challans; 3. Consignee Receipt (L.R); 4. Each equipment shall be accompanied by supplier certification confirming adherence to all standards for materials and workmanship quality. On copy of the same shall be sent by the supplier to state quality head / state operation heads for records; 5. Bill of materials; 6. Any other document as may be demanded by BSNL
14	Payment terms	<p>Supplier hereby agrees that it will be solely responsible for performing all compliances and making payments of GST, cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas</p>
15	Purchase order	<p>It is understood between the parties that supplier shall raise invoice basis purchase order issued by BSNL. In case of any deviation or disagreement by supplier on place of supply, billing location, HSN code/ SAC codestated on PO, it shall be the responsibility of supplier to intimate BSNL well in advance.</p> <p>Further, in case supplier raises the invoice on an address other than agreed, it shall be the responsibility of the supplier to modify the invoice.</p>
16	Place of supply	<p>For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by BSNL. It shall be the responsibility of supplier to intimate BSNL well in advance in case of deviation / disagreement with the place of supply as determined in PO.</p>
17	Deficient Supply/ Incomplete supply/ Rejected supply	<p>Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected supplier, it shall be the responsibility of supplier to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the supplier fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the supplier.</p>

Bharat Sanchar Nigam Limited		
Vendor Contract Clauses		
Sr. No	Contractual clause	Clause description
18	Advance payment	Where in terms of the agreement, BSNL pays advance amount to supplier for supply of goods/ services, it shall be the responsibility of supplier to issue GST compliant receipt voucher or such other document as may be prescribed to BSNL. Further supplier would be required to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised
19	Discount clause	In cases where supplier is providing discount to BSNL for the goods supplied by it or service rendered, following should be predetermined or mutually agreed between supplier and BSNL: 1. Situations in which discount would be allowed by supplier to BSNL (e.g. Value-based/ quantity-based discounts) 2. Basis and manner in which discount would be computed and allowed to BSNL 3. Deduction of such discount from the value of supply as per provision of GST Act
20	Compliance rating	Supplier shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. Supplier shall be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing of supplier i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to supplier only on receipt of input tax credit to BSNL
21	E-way bill	It shall be the responsibility of supplier to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. Supplier would indemnify BSNL in case of any non-compliance or default or due to lack of diligence on the part of the supplier to comply with the e-waybill requirement
22	Penalty	It is agreed by supplier that in case of any deviation, default or negligence on the part of supplier due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from supplier along with applicable GST tax (as may be applicable)
23	Liquidated Damages	GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.
24	Set off	It is agreed that in case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out 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, the GST on such set off will be borne by the supplier
25	Miscellaneous	1. Supplier agrees to share the monthly information with BSNL which would be uploaded by the supplier in its GSTR -1 along with the information of input credit to be claimed by BSNL in such month; 2. It shall be the responsibility of vendor to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30 th September following the end of relevant financial year