

BID DOCUMENT
(निबादा दस्तावेज़)

FOR SUPPLY OF

**6F self supporting Metal Free Aerial Optical Fibre Drop
Cable**



BHARAT SANCHAR NIGAM LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

**O/o the CGMT, Odisha Telecom Circle, 3rd floor, BSNL Bhawan, Beside
Indira Gandhi Park, Ashok Nagar, Unit-II, Bhubaneswar-751009**

BID DOCUMENT

OPEN E-TENDER FOR SUPPLY OF
6F self supporting Metal Free Aerial Optical Fibre Drop Cable

Tender Quantity: as detailed below

Name of Item	Quantity	Form Fee/Bid Document cost (incl.GST)
6F self supporting Metal Free Aerial Optical Fibre Drop Cable	170 KM.	Rs.1180/-

BID VALIDITY OF OFFER – 150 DAYS
(From the date of opening)

TENDER NO. PLG/12-15/6F OFDC/2018-19 dated 14/11/2018

TENDER OPENING DATE: 12/12/2018 at 11:00 HRS.



BHARAT SANCHAR NIGAM LIMITED

MM SECTION, O/o THE CGMT, Odisha Telecom Circle, 3rd floor, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-751009

TELE: 91-674- 2396166

FAX: 91-674- 2396680

e-mail: agmmmor@gmail.com

Read, Understood, Agreed and Complied with

2

Signature of the Bidder with seal

SECTION-1
BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

**Odisha Telecom Circle, 3rd floor, BSNL Bhawan, Ashok Nagar, Unit-II,
Bhubaneswar-751009**

From: AGM (MM) 3rd floor, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-751009	To,
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Tender No: TENDER NO. PLG/12-15/6F OFDC/2018-19 dated 02/11/2018

Sub: Open e-tender for supply of 6 F self supporting Metal Free Aerial Optical Fibre Drop Cable

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

Section No.	Item	Page No.
1 Part A	Detailed NIT	4-7
1 Part B	NIT	8
2	Tender Information	9
3 Part A	Scope of work	10
3 Part B	Technical Specifications/ Requirements	10
3 Part C	Schedule of Requirements(SOR)	11
4 Part A	General Instructions to Bidders(GIB)	12-28
4 Part B	Special Instructions to Bidders(SIB)	29-30
4 Part C	E-tendering Instructions to Bidders	31-33
5 Part A	General (Commercial) Conditions of Contract (GCC)	34-43
5 Part B	Special (Commercial) Conditions of Contract (SCC)	44
6	Undertaking & declaration	45-46
7	Proforma(s)	47-55
8	Bidder's profile & Questionnaire.	56-57
9	Bid Form & Price Schedule	58-59

If interested, kindly submit your bid offer online for electronic tendering at the portal detailed in E-tendering Instructions to Bidders on or before date & time specified in Section-1 Part A(DNIT).

AGM (MM)

Tel.: 91-674- 2396166,

FAX: 91-674- 23966880

E-mail: agmmor@gmail.com

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

Read, Understood, Agreed and Complied with

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Signature of the Bidder with seal

SECTION – 1 Part A

**Detailed NOTICE INVITING E-TENDER (DNIT)
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)**

**O/o the CGMT, Odisha Telecom Circle, 3rd floor, BSNL Bhawan,
Ashok Nagar, Unit-II, Bhubaneswar–751009**

1. Online digitally signed open e-Tenders are invited by Chief General Manager, Odisha Telecom Circle, Bhubaneswar for supply of following Items.

TABLE-1.

Tender Number	Name of the item	Quantity	Estimated value in (Rs) Inclusive of GST @ 18%	No of vendors from whom the item to be procured	Bid security/ EMD in (In Rs.)	e-tender processing fee to M/s ITI Ltd.	Tender Document Fee (incl. GST) in	Date of Opening (11:00 hrs)
2	3	4	5	6	7	8	9	10
PLG/ 12-15/ 6 F OFDC /2018-19	6F self supporting Metal Free Aerial Optical Fibre Drop Cable	170 KM	87,32,900/-	1	1,74,658/-	0.05% of estt. Value + GS	1180/-	12/12/2018

(TEC Specification for The item(s) is mentioned at Section 3, Part-B with latest amendments if any)

Note 1: The quantities stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Note 2: **30% of the total quantities against each item shall be reserved for M/S ITI Ltd. as per the guidelines issued by MoC & IT, Govt of India vide no. U-37102 2/93-FAC dtd 9.6.2016. In case M/s ITI Ltd. emerges as one of the successful bidder or not qualified as per the terms and conditions or not willing for the supply, then the said 30% quota shall be de-reserved & the allotted quantity for other bidders including 20% MSME Quota will be restored to 100%.**

Note 3: 20 % of the Quantity/requirement is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs) bidder(s). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

Read, Understood, Agreed AND Complied with

4

Signature of the Bidder with seal

TABLE-2

A. Tender Notice No & date	NIT No:- PLG/12-15/6F OFDC /2018-19 dated 14/11/2018
B. Tendered Items	6F self supporting Metal Free Aerial Optical Fibre Drop Cable. kindly see the table-1 at Section -1 Part A)
C. Technical specification	Technical specification is available in Section 3 (B) of the bid document
D. Quantity Tendered	Available in table above & also at Section 3 (C) of the bid document
E. Tender document downloadable from	16/11/2018 onwards till 11/12/2018 up to 12.55 Hrs (05 minutes prior of the closing date & time)
F. Last Date of receipt of queries from bidders	Up to 17.00Hrs of 24/11/2018
G. Reply of queries by BSNL	Before 17.00 Hrs of 01/12/2018
H. Last Date of Submission of Tender and offline documents	11/12/2018 up to 13.00 Hrs
I. Date & Time of Opening of Tender (Technical Bid only)	12/12/2018 at 11.00 Hrs
J. Amount of Bid Security (In Rs.) against each item (K/S DNIT table at page 4)	In the form of a crossed demand draft/Bankers Cheque drawn in favour of the A O (A&P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar-751009 and payable at Bhubaneswar. <i>The A/c Payee DD drawn before the NIT date and/ or not payable at Bhubaneswar will not be considered.</i> The EMD can also be in the form of bank guarantee issued by a Nationalised/scheduled bank drawn in favour of CGMT, BSNL, Odisha Circle, Bhubaneswar and valid for a period of 180 days from the date of tender opening. MSME firms having valid Registration Certificates are exempted from submitting EMD up to their monetary limits on production of requisite proof in respect of valid certification from MSME for the tendered item.
K. Cost of Tender document against the item(K/S DNIT table at Page-4)	The DD/Banker's Cheque submitted towards Cost of Tender document is NON-REFUNDABLE. The payment will be accepted in the form of crossed demand draft/Banker's cheque only, drawn on any scheduled / nationalized bank in favour of the A O (A & P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar-751009 and payable at Bhubaneswar

2. **Purchase of Tender Document:** As this is an e-Tender the Tender document can be obtained only by downloading it from the website www.tenderwizard.com/BSNL
 - 2.1 The bidders downloading the tender document are required to submit the tender fee (Along with applicable GST) amount through DD/ Banker's cheque along with their tender bid, failing which the tender bid shall be left archived unopened/rejected.
 - 2.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.
3. **Availability of Tender Document:** The tender document shall be available for downloading from the website www.tenderwizard.com/BSNL on the dates as mentioned in the table above.
 - 3.1 As the tender is invited through online e-tendering process, so physical copy of the tender document would not be available for sale.
 - 3.2 The **Tender Document Fee:- Pl. Refer Table No.1 Page- 4.**

Note 4: The Tender document shall not be available for download on its submission/closing date.

4. Eligibility Criteria: -

- a.(i) The bidders should be Indian companies/Firms registered to manufacture the tendered item(s) in India, having obtained clearance from Reserve Bank of India wherever applicable.
- (ii) The bidder should have obtained either valid Type Approval Certificate (TAC) from Telecom Engineering Centre (TEC) New Delhi or valid Technical Specification Evaluation Certificate (TSEC) from QA Circle BSNL, Bangalore for the tendered GR Specification. The bidder applied for TSEC/renewal for the tendered item(s) to QA Circle BSNL against the specification, a copy of Form QF-103 applied and registered has to be submitted along with the bid and must submit the valid TSEC within 14 days from the APO.
- (iii) The Bidder should have successfully executed at least one Educational/Commercial order for the tendered item to DoT/ BSNL/ MTNL as per the GR Spec. of the tendered item(s) mentioned in the tender document.
- (b) Valid PAN No.
- (c) Valid GST Registration Certificate No(s) or mentioned as Unregistered dealer.
- (d) A self declaration along with the evidence that the bidder is not black listed by GST Authorities.
- (e) In case the supplier gets black listed during the tenure of BSNL Contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax Credit is borne by BSNL due to default of a supplier.
- (f) In case of Multiple GST numbers, all the numbers can be provided as Annexure.

4.1 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All other qualifying documents submitted will also have to be self attested by the bidder.

5. Bid Security/EMD:

Pl. Refer Table No.1 Page- 4.

6. Date & Time of Submission of Tender bids: As mentioned at clause 1 of this section

Note 5: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders through the e-tendering portal www.tenderwizard.com/BSNL.

7. Opening of Tender Bids: As per DNIT 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 documents as required for offline submissions.

8. Place of opening of Tender bids:

8.1 Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE) at the Meeting Hall, **O/o the CGMT, Odisha Telecom Circle, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-751009** where BSNL's Tender Opening Officers would be conducting through online e-Tender.

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

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

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

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

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

Note 6: All documents submitted in the bid offer should be preferably in English. In case the Certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 7: All computer generated documents should be duly signed/ self attested by the bidder/ vendor organization.

Checklist for Bidder (Scanned copy of documents to be uploaded on line)

S.No.	Contents of 1 st Envelope (Techno-Commercial Bid)
1	Demand Draft for Tender document Fee as per DNIT (Rs 1180/- incl. GST @ 18 %)
2	Bank Guarantee/DD/EMBG for EMD as per DNIT
3.a)	Valid Type Approval Certificate (TAC) from Telecom Engineering Centre, DOT or TSEC from QA Wing of BSNL for the tendered item against Technical Specifications given in the given in Section-3 Part B
3.b)	Experience Certificate i.e. Inspection certificates issued by QA as per the clause 10.1 (C).
4	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.
5	Photo Copy of Valid PAN card.
6	Photo Copy of GST Registration Certificate.
7	Original Bid Form as per Section-9 Part-A.
8	Original Bid Document.(Signed with stamp in each page)
9	Power of Attorney as per clause 10.1 of Section-4 Part-A. (Latest one with Date), if applicable
10	Board resolution for the power delegation for executing the power of attorney, if applicable
11	List of all Board of Directors of the company as per clause 10.1 of Section-4 Part-A, if applicable
12	Near relative certificates(s) as per format-6(B) of Section-6
13	Undertaking as per format-6(A) of Section-6.
14	Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally as per clause 12.7 & as per clause 10.1(g) of Section-4 Part-A.(If Applicable)
15	Clause-by-Clause compliance statement pursuant to clause 11.2 (c) Section-4 Part-A in the format of annexure-7(F) of Bid Document.
16	No deviation statement in the format of annexure-7(G) of Bid Document.
17	Copy of Certificate of Incorporation as per clause 10.1 of Section-4 Part-A.
18	Article of Memorandum of Association or Partnership deed etc. as per clause 10.1 Section-4 Part-A.
19	Reg. Certificate from state Director of Industries or from Secretariat for Industrial Approval (SIA) as per clause 10.1 section 4 Part-A.
20	Documentary evidence for financial capability as per clause 10.2 Section-4 Part-A.
21	Documentary evidence for technical capability as per clause 10.2 Section-4 Part-A.
22	Approval from Reserve Bank Of India /SIA in case of foreign collaboration.
23	Bidders profile as per Section-8
24	Additional documents to establish the eligibility and qualification of bidder as specified in Section I & Section 4 Part B.
	Contents of 2nd Envelope (Financial Bid/ BoQ)
	Original Price Schedule as per Section-9 Part-B Part-1 to be uploaded in ETS portal only

NOTE 8: - (A) All the documents mentioned above needs to be filled up, signed , stamped and to be uploaded in ETS portal.(B) The documents mentioned at Sl.No.1, 2 & 9 are to be submitted in Original to the Tender Inviting Officer off line in addition to the on line uploading of the scanned copy. (C) All the documents to be uploaded as per serial no. in check list with suitable naming and serial no. for easy verification.

SECTION – 1 (Part B)

N.I.T.

**BHARAT SANCHAR NIGAM LIMITED**

O/o CGMT, BSNL, Odisha Circle, Bhubaneswar

NOTICE INVITING e-TENDER

(ई-निबादा आमंत्रण सुचना)

TENDER NO. PLG/12-15/6F OFDC /2018-19dated 02/11/2018

Sealed Open E-tenders are invited by “CGMT, BSNL, Odisha Circle” from the prospective bidders for supply of following items

Name of Item	Quantity	Estimated Cost In Rs (Incl.GST) in Rs.
6F self supporting Metal Free Aerial Optical Fibre Drop Cable	170 Km.	87,32,900/-

Last date of receipt of tender is 11/12/2018 up to 13:00 Hrs.

For further detailed information, kindly visit www.tenderwizard.com/BSNL

Dy. G M (NWP-D&T-CFA)

TELE: 91-674- 2396166 FAX: 91-674- 2396680

SECTION- 2
Tender Information

1. Type of tender- : Open E-TENDER

- a) No. of Bid Submission Stages for tender: Single Stage.
b) No. of Envelopes for submission of Bids: Two Nos.
(Opening stages) (Please See Note-1).

Note 1:- The bidder shall submit Techno-commercial & Financial bid simultaneously.

Note 2:- The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

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

3. As the tenders invited under single stage two envelopes system, the first envelope will be named as techno-commercial & will contain the following documents and the 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents

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

- i) EMD
ii) Cost of the tender documents i.e. tender fee.
iii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A, if applicable.

b) **Financial envelope** shall contain:

- i) Electronic Form - financial along with Price Schedule (Section 9 Part-B (I or II) with all relevant bid annexure.

Note 3:- The following documents are required to be submitted offline to **AGM(MM) BSNL, Office of The CGMT, Odisha Telecom Circle, 3rd floor, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-751009** on or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender) incl. Bidder name& address& contact No.

- i) **EMD – Bid security (original copy)**
ii) **DD/ Banker's cheque of Tender fee (Bid Document cost)**
iii) **Original Power of Attorney earliest one with date in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney, if applicable.**
"Non compliance of the above three documents the bid will be liable for rejection at opening stage".

4. NA.

5. **Payment terms:** As per clause 11 of section-5 Part-A

6. **Delivery Schedule: Lead period is 1 month.** The delivery of goods and documents for the item shall be as per the following scheduled Delivery period (SDP).

Name of Item	Lead period	within 2 nd month % of ordered quantity
6F self supporting Metal Free Aerial Optical Fibre Drop Cable	1 month	100%

However the actual delivery period shall be as per Purchase Order. Non-adherence of the above mentioned delivery period will attract imposition of penalty as per terms of tender documents. However, preponement of supply if any shall be mentioned in the respective Purchase Order.

7. **Consignee:** The delivery of the equipment/materials shall be to the consignees as per the Purchase Order.

SECTION- 3

Part A:- SCOPE OF WORK

A. General: Supply of following items at B with specification as per **SECTION- 3 Part B**

B. Scope of Work:

Tender Number	Name of the item	Qty	Estimated value in Rs.(incl.GST @ 18%
PLG/ 12-15/ 6F OFDC /2018-19	6F self supporting Metal Free Aerial Optical Fibre Drop Cable	170 Km	87,32,900/-

PART-B:-TECHNICAL SPECIFICATIONS/ Requirements

A. General: Supply of 6F self supporting Metal Free Aerial Optical Fibre Drop Cable

B. Technical specifications: The equipment shall conform to the Technical specifications as mentioned below:

Tender No	Name of Item	TEC GR Specification No.
PLG/ 12-15/6F OFDC/2018-19	6F self supporting Metal Free Aerial Optical Fibre Drop Cable	TEC Gr. No:- GR/OFC-03/03 June 2005 (With latest Amendments).

The above materials are to be inspected by BSNL QA wing.

Note: - If required the copy of the above said specification with latest amendment may be obtained from TEC Khurshid Lal Bhawan, Janpath, New Delhi-110001

Read, Understood, Agreed AND Complied with

10

Signature of the Bidder with seal

SECTION-3 Part C**SCHEDULE OF REQUIREMENTS (SOR)**

1. DESCRIPTION OF ITEMS: as detailed in table below:-

2.

Tender No	Name of Item	Quantity
PLG/ 12-15/6F OFDC /2018-19	6F self supporting Metal Free Aerial Optical Fibre Drop Cable	170 Km.

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

SECTION-4 Part A**GENERAL INSTRUCTIONS TO BIDDERS (GIB)****1.0 DEFINITIONS**

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

2.0 ELIGIBILITY CONDITIONS:

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

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

- 4.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives within **the date mentioned in the clause 1 Section 1 Part A tables**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent by FAX or by e-mail to all the prospective bidders who have received the bid documents through e-tendering portal www.tenderwizard.com/BSNL.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

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

7.0 DOCUMENTS COMPRISING THE BID

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

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

8.0 BID FORM

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

9.0 BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all levies and Taxes i.e. Custom Duty, GST on packing, forwarding freight and Insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B(I&II). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (a) The Basic Unit price (Ex-Factory Price) of the goods, CIF, Accessible Value, BCD, Cesses, IGST, Freight, Forwarding, Packing, Insurance, GST(CGST,SGST,IGST) on Freight already paid or payable by the supplier shall be quoted separately item wise.
- (b) The supplier shall quote as per price schedule given in Section 9 part B for all the items for which participated given in schedule of requirement at Section 3 part C.

- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.
- 9.5 The price approved by BSNL for procurement will be inclusive of GST, packing, freight as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.
- a) Valid MSE Certificate, 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) Type Approval Certificate given by Telecom Engineering Centre (TEC)/ TSEC issued by the Quality Assurance Circle of BSNL or proof of having applied for TSEC (Copy of Form QF 103 be attached).
 - c) Inspection Certificate issued by BSNL (QA) for execution of educational/ Commercial Order.
 - d) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
 - e) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c) if applicable.
 - f) Documentary proof of GST Registration.
 - g) Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.
 - h) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
 - i) Certificate of incorporation.
 - j) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - k) 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.
 - l) Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.
 - m) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.
 - n) Valid PAN No.
 - o) Valid **GST** Registration Certificate and must submit the copy of the same along with the bid otherwise the bidder shall be disqualified

Note 1: Documents at S. No 10.1(g), (k), (l), (m) are applicable in case of tenders with estimated cost more than Rs 1 Crore.

- 10.2 Documentary evidence for financial and technical capability
- a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.
 - b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 The offered product has to be type approved. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval. Or In case goods offered have already been type approved/ validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.
- 10.5 A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in the Desktops and Servers like Hard disk, Monitors, Memory etc. shall be original, new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.
- 10.6. For supply of any software i.e. operating system or any applications software the bidder should submit a Certificate Of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is/ are being supplied.
- 10.7** Documentary evidence/ Declaration to the effect that the type of software to be utilized in the system/ equipment i.e. Packaged/Canned OR Customized shall be furnished by the bidder. In case of Packaged/ Canned, the portion of value which represents consideration paid or payable for transfer of right to use such goods subject to provisions laid down in Central Excise/Custom Notifications”.
- 11.0 DOCUMENTS ESTABLISHING GOODS’ CONFORMITY TO BID DOCUMENTS**
- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) A detailed description of goods with essential technical and performance characteristics;
 - (b) A list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
 - (c) A clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, (Section- 5 Part A, B) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12.0 BID SECURITY / EMD

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

Note:- The bidder shall mean individual /company/firm or the front bidder and its technology /consortium partner as applicable

13.0 PERIOD OF VALIDITY OF BIDS

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

14.0 FORMAT AND SIGNING OF BID

- 14.1. The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

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

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.(Latest Board resolution to the effect must be submitted with Date)
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS

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

15.1.1 The bids may be called under

Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids in each case is given below:

15.1.2 Deleted

15.1.3 In Single stage bidding & two envelopes system e-tendering, the bidder shall submit his bid offline and in e-tendering portal online as per the following;

A: Offline Submission.

The following documents are required to be submitted (by hand or through post) in original offline in a properly sealed envelope to **AGM(MM) BSNL, Office of The CGMT, Odisha Telecom Circle, 3rd floor, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-751009** on or before the date & time of submission of bids as mentioned at clause 1 of section -1part-A (i.e. DNIT)(delay submission will not be accepted under any circumstances and the purchaser shall not be responsible if the bids are delivered elsewhere.)

- i) **EMD – Bid security**
- ii) **DD/ Banker's cheque of Tender fee**
- iii) **Power of Attorney (Latest one with Date) in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.if applicable.**

The envelope must be properly sealed and shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

B: Online Submission. The Digital signature used for on-line Bid submission must be in the name of the person with power of Attorney who is bidding and uploading the documents.

i. Techno-Commercial Bid : The Scanned copy of required documents as per checklist (Section-I) are to be uploaded/attached in the e-tendering portal as the case may be.

ii. Financial Bid (Price Schedule) Price schedule in the given excel format in the e-tendering portal has to be filled and submitted carefully for the FINANCIAL BID, for indigenous or imported materials as the case may be.

15.2 Venue of Tender Opening:

- (i) Meeting Hall, Office of THE CGMT, Odisha Telecom Circle, 3rd floor, BSNL Bhawan, Beside Indira Gandhi Park, Ashok Nagar, Unit-II, Bhubaneswar-751009 at specified time & date as stated in NIT.
- (ii) If due to administrative reasons, the venue or of Bid opening is changed, it will be displayed in the e-tendering web-portal.

15.3 If both the envelope is not sealed and marked as required at Para 15.1 and 15.2, the bid shall be rejected.

16.0 SUBMISSION OF BIDS

16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 1 of Section-I Part-A (i.e. DNIT.)

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

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

17.0 LATE BIDS

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

18 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

19.0 OPENING OF BIDS BY PURCHASER

19.1 The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in DNIT (Section-1 Part-A) on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).

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

19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee
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 in this case & sealed financial bids will be handed over to AGM (MM) O/o CGMT, Bhubaneswar-751009 for retention.

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

The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice 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

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

20.0 CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing within the date & time mentioned at SECTION – 1 Part A. 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 either online or Off line is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any additional clarification/wanting/missing documents within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 of the price schedule in the Section-.9 Part B (Part-I) does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, 13 & 16 the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, Packing, Forwarding, Freight & Insurance charges etc. as arrived in **Col. 16** of the price schedule in the Section-9 Part B (Part-I / II) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding Taxes which are creditable to BSNL. Further, the Bidder is also required to mention the Taxes(if any) applicable on the movement of Goods.
- (a) "Duties & Taxes & Cesses for which the firm has to furnish GST Challans/ Tax Invoices will be indicated separately in the PO/APO.
- (b) Vendors should furnish the correct HSN/SAC classification/customs tariff head in the Price schedule. If the credit for the Duties and Taxes and Cesses under provision/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- (c) In case the Duties & Taxes and Cesses which are not eligible for Input Tax Credit as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes and Cesses is admissible as per provision of GST Law, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes & Cesses if already paid to them, provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The reform is also subject to the bidder performing necessary act for enabling BSNL to claim the credit Viz. Upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the Input Tax Credit provided such credit is still available for the amount so paid as per provision of GST Law.
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/Custom Tariff Head from the CGST/SGST/IGST authority or Custom Authority where the HSN or SAC classification/Custom Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST Act/ Custom Tariff notifications.
- (e) "If the supplier fails to furnish necessary supporting documents i.e. TAX/Custom Invoices etc. In respect of the Duties/Taxes and Cesses which are eligible for Input Tax Credit, the amount pertaining to such Duties/ Taxes and Cesses will be deducted from the payment due to the supplier."
- (f) "If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim Input Tax Credit, Then the amount pertaining to such Duties/ Taxes and Cesses will be deducted from the payment due to the supplier."
- (g) "If the supplier does not disclose the correct details on the Invoices or the GSTIN Viz. GSTIN, Place of supply etc. which restrict BSNL to claim Input Tax Credit, Then the amount pertaining to such Duties/ Taxes and Cesses will be deducted from the payment due to the supplier."

23.0 CONTACTING THE PURCHASER

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

24.0 PLACEMENT OF ORDER

- 24.1. The Purchaser shall consider placement of orders for commercial supplies only on two eligible bidders with 60:40 Ratio. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2 etc keeping other levies & charges unchanged.
- 24.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

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

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER

- 27.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section- 7B.
- 27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

28. SIGNING OF CONTRACT

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

29. ANNULMENT OF AWARD

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

30. QUALITY ASSURANCE REQUIREMENTS

The supplier shall have Quality Management System supported and evidenced by the following:

- a) A Quality Policy.
- b) A management representative with authority and responsibility for fulfilling quality requirements and for interfacing with purchaser in the matters of Quality.
- c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- (d) System of Inward Good Inspection.
- (e) System to calibrate and maintain required measuring and test equipment.
- (f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- (g) Configuration management and change-control mechanism.
- (h) A quality plan for the product.
- (i) Periodical internal quality audits.
- (j) A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type approval certificate (TAC) /TSEC from BSNL QA Circle shall be furnished.

31. REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and / or documents prescribed to establish the eligibility as per clause 10. of section 4 part A are not enclosed, the bids will be rejected without further evaluation.

- c) Clause 11.2 (c) of section 4 part-A. If clause by clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f) Section-4 Part A clause 9.5 on discount which is reproduced below:-
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.
- 32. ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT**
In case of default by **bidder(s)/Vendor(s) such as:**
- a. Does not supply the equipment in time.
 - b. Equipment does not perform satisfactory in the field in accordance with the specifications
 - c. Or any other default whose complete list is enclosed in appendix-1.
Purchaser will take action as specified in appendix1 of this section

33. NA

34. NEAR-RELATIONSHIP CERTIFICATE

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

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

If any document/paper/certificate submitted by the participant bidder is found/discovered to be false / fabricated / tempered / manipulated either during 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.

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 -7 of section-4 Part-A. 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.

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

36. Security Clause as per latest guidelines and requirement

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

- 37. 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.

Appendix-1

To Section 4 Part A (Standard Tender Enquiry Document)

Sl. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	<p>Submitting fake / forged</p> <p>a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;</p> <p>b) Certificate for claiming exemption in respect of tender fee and/ or EMD;</p> <p>and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.</p> <p>Note 1:- However, in this case the performance guarantee if alright will not be forfeited.</p> <p>Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.</p>	<p>i) Rejection of tender bid of respective Vendor.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.</p>
1(b)	<p><i>Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and Service Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :</i></p> <p>(i) <i>If detection of default is prior to award of APO</i></p> <p>(ii) <i>If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i></p>	<p>i) Rejection of Bid &</p> <p>ii) Forfeiture of EMD.</p> <p>i) Cancellation of APO ,</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of EMD.</p>
1(b) contd.	<p>(iii) <i>If detection of default after receipt of PG/ SD (DD,BG etc.) .</i></p> <p>(iv) <i>If detection of default after issue of PO/ WO</i></p>	<p>i) Cancellation of APO</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of PG/ SD.</p> <p>However on realization of PG/ SD amount, EMD, if not already released shall be returned.</p> <p>i) Termination/ Short Closure of PO/WO and Cancellation of APO</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of PG/ SD.</p> <p>However on realization of PG/ SD amount, EMD, if not released shall be returned.</p>
	<p>Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.</p>	
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>(Continued from page 28)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues)</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>a) in spite of order of Arbitrator.</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>ii) Termination of contract, if any.</p> <p>iii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iv) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	<p>b) in spite of Court Orders.</p>	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Goods and Service Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business: (a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question. (b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2 (c) If the vendor/ supplier fails to submit required documents/ information, where required. (d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8: -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

SECTION-4 Part B**SPECIAL INSTRUCTIONS TO BIDDERS(SIB)**

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

1. Eligibility Conditions:

- (i) The bidders should be Indian companies/Firms registered to manufacture the tendered item(s) in India, having obtained clearance from Reserve Bank of India wherever applicable.
- (ii) The bidder should have obtained either valid Type Approval Certificate (TAC) from Telecom Engineering Centre (TEC) New Delhi or valid Technical Specification Evaluation Certificate (TSEC) from QA Circle BSNL, Bangalore for the tendered GR Specification. The bidder applied for TSEC/renewal for the tendered item(s) to QA Circle BSNL against the specification, a copy of Form QF-103 applied and registered has to be submitted along with the bid and must submit the valid TSEC within 14 days from the APO.
- (iii) The Bidder should have successfully executed at least one Educational/Commercial order for the tendered item to DoT/ BSNL/ MTNL as per the GR Spec. of the tendered item(s) mentioned in the tender document.
- (iv) The bidder must have GST registration.

2. Bid Security

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

2.2 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. (A & P), BSNL, O/o CGMT, Bhubaneswar" and payable at "Bhubaneswar" either separately for each item or total for all items participated.
- b) Bank Guarantee from a scheduled bank drawn in favour of "CGM, BSNL, Odisha Telecom Circle, Bhubaneswar" which should be valid for 180 days from the tender opening date, either separately for each item or total for all items participated.

3. Distribution of Quantity : 30% of the total quantities against each item shall be reserved for M/S ITI Ltd. as per the guidelines issued by MoC & IT, Govt of India vide No. U-37102 2/93-FAC dtd 9.6.2016. In case M/s ITI emerges as one of the successful bidder or not qualified as per the terms and conditions or not willing for the supply at the approved L1 rate, the said 30% quota shall be de-reserved & the allotted quantity for other bidders including MSME bidders will be restored to 100% and distribution shall be as per the following.

(i) The Purchaser intends to limit the number of technically and commercially responsive ONE(01)bidder from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against the tender for 6F-self supporting Metal Free Aerial Optical Fibre Drop Cable. The distribution of the quantity shall be as given in Table 1 below.

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two Bidders	60%	40%	Nil	Nil	Nil
Three Bidders	50 %	30 %	20 %	Nil	Nil

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)					Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	L3	L4	L5 & SO ON	
One bidder	80%	Nil	Nil	Nil	Nil	20 %
Two Bidders	48%	32%	Nil	Nil	Nil	20%
Three Bidders	40 %	24 %	16 %	Nil	Nil	20%

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

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

Note 2: If no eligible MSE bidders are available then aforesaid earmarked 20% quantity shall be de-reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A) above.

Note 3: If L-1, etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table 1(B). In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 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 equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.

Note: *De-rating factor shall be calculated for determination of ordering price in r/o L-2 based on L-1 price.*

Section- 4 Part C

E-tendering Instructions to Bidders

Note :-The instructions given below are <https://www.tenderwizard.com/BSNL>, ITI's e-tender portal(ETS) - centric and for e-tenders invited by MM cell, BSNL, Odisha Telecom Circle only. E-Portal address and the according references/clauses may be suitably modified in this section as applicable from time to time.

General

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

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

For conducting electronic tendering, BSNL, Odisha Telecom Circle, Bhubaneswar is using the portal <https://www.tenderwizard.com/BSNL>.

1. Tender Bidding Methodology:

Sealed Bid System –'Single Stage – Using Two Envelopes', Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC) from Certificate Controlling Authority(CCA)
2. Register on electronic tendering system (ETS portal)
i.e <https://www.tenderwizard.com/BSNL>
3. Create User Id & password for participation in e-bidding on ETS portal
4. Login in and View Notice Inviting Tender (NIT) on ETS portal
5. Download the user manual for ETS by clicking on 'Click to view latest circulars / Formats / Manuals' on ETS portal and go through it.
6. Download Official Copy of Tender Documents from ETS
7. Clarification to the tender documents on ETS
 - i. Pre-bid Query to BSNL on ETS (Query can also be sent to BSNL through e-mail agmmmor@gmail.com or through Fax No 0674-2396680).
 - ii. View response to queries posted by BSNL in ETS portal, as addenda.
8. Bid-Submission on ETS portal: It is advised to prepare & arrange all document/paper to be submitted (See clause 4 of section II part B) for submission of bid online (scanned in PDF or .jpg format with appropriate naming of the files as mentioned in checklist 4.2) and offline (Original).

Note: Please take care that total size of scan documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

File name	Allowed or not allowed in ETS	Reason for allowed / not allowed
Bid document	not allowed	Space is between words / characters not allowed
Bid document(1)	not allowed	Special characters not allowed
bid_document	allowed	Under score allowed between words / characters
Bid document	allowed	Upper & lower cases allowed

N.B.: The bidder should follow the file naming as mentioned above.

9. Submission of offline documents in sealed envelope to AGM(MM),O/oCGMT,BSNL Odisha Circle,RoomNo-310,3rdfloor,BSNLBhawan,AshokNagar,Unit-II,Bhubaneswar-751009 on or before due closing date & time.

10. Price Schedule/BOQ as per Sec-9 Part B Part-I or II (Excel Format) (as the case may be) may be downloaded and rates may be filled appropriately and uploaded in the ETS for submission before due date and time. This file may also be saved in a secret folder on your computer for your reference. Kindly do not change the file name or format else it may not be possible for uploading.
11. Attend Public On-line tender Opening event (TOE) on ETS opening of techno-commercial part

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

3. 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>].

4. Method for submission of bid documents

The bidder has to participate in e-tender online. Some documents are to be submitted physically offline. For details please see clause-3 of Section 2.

4.1. Offline submission:

The bidder shall submit the following documents offline to the addressee at 2.9 Mentioned above on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security (Original copy).
2. DD/ Bankers cheque - drawn in favour of A O (A & P), CO, Bhubaneswar, payable at Bhubaneswar against payment of tender fee).
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A (Original ink signed copy).

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid-Submission also.

4.2 Online submission: For details see section-2

Checklist for Bidder (Scanned copy of documents to be uploaded in the ETS Portal)
Please refer Section-1, Part-A, at Page no-7

Note:

- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause <No> Section<No> is not applicable on us.
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

5. Registration

To use the ETS Portal (<https://www.tenderwizard.com/BSNL>), vendor need to register on the portal by paying necessary registration fee to M/s ITI Ltd. New Delhi. The vendor should visit the home-page of the ETS portal and go to the <https://www.tenderwizard.com/BSNL> link (Follow clause 2).

Note: Please contact tenderwizard.com Helpdesk (as given below), to get your registration accepted/activated.

ITI/Tenderwizard Helpdesk	
Contact Person	Mr. Sanjib Mohapatra,
Telephone	09937488749, 07377708585 between 10:30 hrs to 18:00 hrs
E-mail ID	twhelpdesk404@gmail.com
BSNL Contact-1	

BSNL's Contact Person	Mr. S K Ray. AGM(MM)
Telephone	0674-2396166 [between 11:00 hrs to 17:00 hrs on working days]
E-mail ID	agmmmor@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Mr. P.K.Mohanty, AD(MM)
Telephone	0674-2396722[between 11:00 hrs to 17:00 hrs on working days]
E-mail ID	agmmmor@gmail.com

7. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and contact the persons at clause 5 for any/support.

Important 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 ETS. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- i. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- ii. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
- iii. Get your organization's concerned executives trained on ETS using online training module well in advance of your tender submission deadline on ETS.
- iv. Submit your bids well in advance of tender submission deadline on ETS ((BSNL should not be responsible any problem arising out of internet connectivity issues).

8. Minimum Requirements at Bidders end (for bidding through electronic tendering system(ETS)

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

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

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

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

- 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

- 5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfil the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfil the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The

Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".

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

6. DELIVERY AND DOCUMENTS

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

6.2 The delivery of the goods and documents shall be completed within time frame stated in Clause 6 of Section-2 (Tender information).

6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

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

7. TRAINING (Not Applicable)

8. INCIDENTAL SERVICES

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

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

9. SPARES (Not Applicable)

10. WARRANTY

10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) 12(TWELVE) months after the stores have been taken over under clause 5.5 above.

10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

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

11. PAYMENT TERMS

- 11.1 Payment of 95% of the price shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
- (i) Invoice clearly indicating break up details of composite price i.e. Basic, **GST** and any other Duties and Taxes, Freight/Packing charges etc.
 - (ii) Delivery Challan(BCPC in original from the consignee)
 - (iii) Supplier certificate for dispatch,
 - (iv) Proof of payment of **GST & ITC Declaration certificate** or equivalent documents
 - (v) Inspection Certificate of QA(Payable copy in original)
 - (vi) Warranty certificate as per clause 10 of Sec 5 PartA
 - (vii) Consignee receipt/LR/Goods carrier receipt
 - (viii) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if any
 - (ix) Timely uploading of correct & necessary information on GSTIN portal is mandatory as prescribed in GST Compliances.
 - (x) e-way bill as prescribed in GST law in case of movement of goods.

- NOTE:- 1. **If the Supplier fails to furnish necessary supporting documents i.e. GST Invoice/Custom Invoices etc. and also fails to upload the information on GSTIN in respect of Duties/Taxes for which Input Tax Credit is available. The amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.**
2. **Tax amount will be paid to the supplier only after supplier declares the details of the Invoices in its return in GSTR1 and GSTR3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN Portal.**
 3. **TDS/TCS shall be deducted at the prescribed rate. If any (as the case may be)**
 4. **BSNL can adjust/forfeit Bank Guarantee obtained from the supplier against any loss if Input Tax Credit to BSNL on account of Supplier's fault.**
 5. **In case, BSNL has to pay GST on reverse charge basis; the supplier would not charge GST on its Invoices. Further, the Supplier undertakes to comply with the provisions of GST law as may be applicable.**

- 11.2 .1 **The balance 5% payment shall be released within 6 months from Invoice date to ensure availability of Input Tax Credit (ITC) & subject to condition that there are no damage/shortages.** In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.
Further, in case of any dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which the Invoice pertains. Additionally, in case the dispute is not settled due to any act of the supplier and Input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier.

- 11.2 .2 100% Payment (in place of Payment % specified in clause 11.1 above) may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance Payment percentage of the value of supplies [specified in clause 11.2 above] valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In case purchaser intimates shortages/ damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Circle Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Purchase Order/ Tender document.

Note: (Not applicable)

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

12. PRICES

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

13. CHANGES IN PURCHASE ORDERS

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

14. SUBCONTRACTS

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:
- (a) Forfeiture of its performance security
 - (b) Imposition of liquidated damages, and/ or
 - (c) Short closure of the contract in part or full and/ or termination of the contract for default.

- 15.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the supplier shall:
- (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below :
 - (b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) and a copy of BSNL QA inspection testing certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.
 - (c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of BSNL QA inspection test certificate and consignee receipt without prejudice to the other remedies available to the purchaser.
 - (d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
 - (e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part D & Part E.
- 15.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.
- 16. LIQUIDATED DAMAGES**
- 16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.
- 16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:
- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of BSNL QA inspection test clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after passed BSNL QA inspection test clearance only.
- (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

16.3 In cases where the scheduled delivery period is distributed month-wise or is in instalments, the liquidated damages shall be imposed for delay in each scheduled month/ instalment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ instalment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ instalment but there is delay in month-wise/ instalment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ instalments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ instalment.

16.4 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:

- (a) The Store has been offered to 'BSNL Quality Assurance (BSNL QA)(of their jurisdiction)' by the Supplier for Inspection/Testing within the contracted original delivery period.
- (b) 'BSNL QA' has cleared the equipment for dispatch within the contracted original delivery period.
- (c) The Supplier has carried out dispatch/ dispatched the equipment within contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.
- (d) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.
- (e) The grace period of 21 days shall be allowed only in those cases which fulfil all the conditions given in Para (a) to (d) above. During grace period no LD charges shall be levied.

Note : 1. In case of turnkey projects, the additional BG and LD clauses related to delay in Installation & commissioning activities, shall be fine-tuned to meet the requirements of the project and shall be included in the special conditions Section-5 Part B of the concerned bid document) after approval of the Management. In these cases, the tender approving authority as per delegation of financial powers shall be competent authority to decide applicability of LD on the Installation and commissioning portion in case delay is on part of BSNL. However, for supply of equipment in such projects, the terms and conditions shall be the same as mentioned in clauses 15.3 and 16.2 of Section-5 Part A.

16.5 GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.

17. FORCE MAJEURE

17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

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

18.1 In case of default by bidder(s)/vendor(s) such as.

- (a) failure to deliver and commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section.
- (b) failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactory in the field in accordance with the specification
- (d) Or any other default whose complete list is enclosed in appendix-1 of Section -4, Part-A

Purchaser will take action as specified in appendix-1 of Section -4, Part-A

19. TAX INDEMNITY

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on Invoice by the Supplier.

20. ARBITRATION

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

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

20.3 The venue of arbitration shall be O/o-CGMT, BSNL, Bhubaneswar.

21. SET OFF

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

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. GST would not be liable on security deposit. But if supplier set off 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, then GST would be levied.

22. INTIMATION OF SUPPLY STATUS

The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned User Branches of BSNL.

23. DETAILS OF THE PRODUCT

The bidder should furnish the name of its collaborator (if applicable), brand name, model number, type of the products and HSN classification under GST and Customs law offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

24. FALL CLAUSE

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section-5A. Further, if at any time during the contract (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service;

And/ Or

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

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

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

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

Read, Understood, Agreed AND Complied with

41

Signature of the Bidder with seal

25. COURT JURISDICTION

- 25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO have been issued. Accordingly, a stipulation shall be made in the contract as under.

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

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

26. General Guidelines:-

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

27. GST Invoice and Compliance:-

- 27.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 27.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 27.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- 27.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN 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.
- 27.5 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 availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 27.6 BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 27.7 It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 27.8 E-waybill number should be mentioned on the invoices.
- 27.9. Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
- (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost would be borne by supplier.
- (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mismatch. The compliances to be adhered by supplier include (but is not limited to) the following:
- (i) Uploading appropriate invoice details on the GSTN 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) Supplier needs to pay the entire self-assessed tax on timely basis.

(iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should 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. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

(v) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier.

(vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

27.10 Refer Annexure below(placed as Annexure- A1) for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice

27.11. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.

27.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.

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Read, Understood, Agreed AND Complied with 43

Signature of the Bidder with seal

SECTION –5**Part B****SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT
(SCC)**

(To be provided by
User cell)

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC)

1. Quality Assurance and Testing:-

- a) The supply will be accepted only after BSNL Quality Assurance tests are carried out by the BSNL QA inspection testing as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by Excise Authorities.
- b) The BSNL QA inspection testing wing while clearing the equipment/ stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per Purchase Order, of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.

Note: Generally equipment (indigenous or imported) upon completion of the BSNL QA inspection test, report shall have to be supplied after successful testing (passed) by the BSNL QA inspection testing officials.

2. Spares: (NA)**3.****Loading:**

- (a) In case any item is not quoted by a Bidder mentioned in the SOR of the tender document or the price of any item is not available in its own bid, then the bid shall be loaded by the highest price quoted by any of the bidders for that item. The loaded item shall be supplied at lowest cost quoted by any of the bidder.
- (b) Cases in which the bidder has quoted for less quantity for any of the items than that indicated in the SOR of the tender document, then the price bid shall be loaded to the extent of the difference in quantity of the item to meet the full requirement of the SOR on a pro-rata basis for the purpose of evaluation & ordering.
- (c) No de-loading of the bid is envisaged, if the quoted quantity in the bid is higher than that requested in the tender for the purpose of evaluation.
- (d) AMC cost shall not be paid for all items supplied free of cost on account of the loading. The same principle shall be applied for the cost towards services and all other items
- (e) Offer to the L1 bidder(s) after correcting the arithmetical errors and effecting change in unit prices due to loading shall not tantamount to counter offer. If not accepted by the bidder, then he/ she shall be liable to be barred from participating in future tenders/ EOIs/ RFPs of BSNL for a period of two years.

4 & 5: -

NA

6. PRICE VARIATION CLAUSE: - NA

Read, Understood, Agreed AND Complied with

44

Signature of the Bidder with seal

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The Bidder hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. 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.

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

Date: _____

Signature of Bidder

Place: _____

Name of Tenderer _____
Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

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

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

Signature of the Bidder
With date and seal

Important Note: To be signed by all directors/Partner(s) (as the case maybe) separately in separate sheets

**SECTION-7
PROFORMAS**

7(A) For the BIDSECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
 (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs.-/- (hereafter known as the "B. G. Amount") valid up to ___/___/20___ (hereafter known as the "Validity date") in favour of CGM, BSNL, Odisha Telecom Circle, Bhubaneswar (Hereafter referred to as BSNL) for participation in the tender of work of Vide tender no.
 Now at the request of the Bidder, We Bank
 _____ Branch having _____
 _____ (Address) and Regd. Office address as

(Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

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

Read, Understood, Agreed AND Complied with

47

Signature of the Bidder with seal

- 6. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "A O (A & P) O/o CGMT, BSNL, Bhubaneswar" payable at Bhubaneswar.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: _____

Date: _____

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

Authorized Power of Attorney Number: _____.
Name of the Bank officer: _____.
Designation: _____
Complete Postal address of Bank: _____

Telephone Numbers _____.
Fax numbers _____

7(B) For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

Whereas CGM, BSNL, Odisha Telecom Circle, Bhubaneswar R/o(hereafter referred to as BSNL) has issued an APO no. Dated .../.../20..... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of CGM, BSNL, Odisha Telecom Circle, Bhubaneswar of Rs./- (hereafter referred to as "P.G. Amount") valid up to .../.../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder,

WeBankBranch having (Address) and Regd. office address as (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

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

- 6. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "A O (A & P) O/o CGMT, BSNL," payable at Bhubaneswar.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank has authority to give this guarantee under its delegated power.

Place: _____

Date: _____

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: _____

Name of the Bank officer: _____

Designation: _____

Complete Postal address of Bank: _____

Telephone Numbers _____.

Fax numbers _____

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

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

Subject: Authorization for attending Bid opening

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

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

Signature of the Representative

Name of the Representative

Signature of Bidder/ Officer authorized to sign
on behalf of the Bidder

Signature of the alternative Representative

Name of the alternative Representative

Above Signatures Attested

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

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

7(D) Model Amendment Letter Intimating Conditions for Extension of Delivery Period

(Refer to Appendix (i) to clause 15.3 of Section-5 Part A)

Registered A Due

Address of the purchaser

To

M/s _____

Sub: This office contract no..... dated placed on you for supply of

Ref :Your letter no..... dated

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning.

In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 24 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs.____in accordance with clause 15.3, Section- 5 Part A of the contract with validity up to _____.
5. An undertaking as required vide clause 24.3, Section-5A. Otherwise furnish the details as requisite in clause 24.4 section 5 Part A”

Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(_____)

for and on behalf of _____.

Note : The entries which are not applicable for the case under consideration are to be deleted.

Read, Understood, Agreed AND Complied with

52

Signature of the Bidder with seal

7(E)- Model Amendment Letter for Extension of Delivery Period

Appendix (ii) to clause 15.3 of Section-5 Part A

Registered Acknowledgement Due

Address of the purchaser

To

M/s _____

Sub : This office contract no..... dated placed on you for supply of

- Ref : 1. Your letter no.....dated requesting DP extension
 2. This office letter no. dated intimating conditions for DP extension
 3. Your letter no..... dated accepting the conditions for DP extension

In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2).

In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from _____ (last delivery period) to _____ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

- (a) Liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- 5 Part A.
- (c) The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(_____)

for and on behalf of _____

Copy to :

(All concerned)

Note:- The entries which are not applicable for the case under consideration are to be deleted.

7(F)- CLAUSE BY CLAUSE COMPLIANCE

ANNEXURE-‘A’

CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

Sl.	CLAUSES	COMPLIANCE
(A)	(B)	(C)
1.	All clauses of General Commercial Conditions of Section-5 Part-A	FULLY COMPLIED
2.	All clauses of Special Condition of Contract of Section-5 Part-B	FULLY COMPLIED
3.	All clauses of Technical Specification of Section-3 Part-B	FULLY COMPLIED

- The clause-by-clause compliance statement should be given as per clause 11.2 (c) of Section-4 Part-A and clause 31(c) of Section -4 Part-A.
- The bidder should mention ‘ FULLY COMPLIED’ in the column ‘ C’ above, otherwise a statement of deviation may be submitted as per clause 11.2 (c) of Section-4 Part-A and clause 31(c) of Section -4 Part-A.

Signature of the Bidder:

Name in Block Letters.....

with Company Seal

7(G)- NO DEVIATION STATEMENT

ANNEXURE-‘B’

NODEVIATIONSTATEMENT

Sl.	CLAUSES	REMARKS
(A)	(B)	(C)
1.	All clauses of General Commercial Conditions of Section-5 Part-A	NO DEVIATION
2.	All clauses of Special Condition of Contract of Section-5 Part-B	NO DEVIATION
3.	All clauses of Technical Specification of Section-3 Part-B	NO DEVIATION

- The ‘No deviation statement’ should be given as per clause 11.2 (c) of section-4 Part-A and clause 31(c) of Section -4 Part-A.
- The bidder should mention ‘ NO DEVIATION’ in the column ‘ C’ above, otherwise a statement of deviation may be submitted as per clause 31 (c) of section-4 Part-A.

Signature of the Bidder:

Name in Block Letters.....

with Company Seal

SECTION- 8
Bidder's profile & Questionnaire.

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

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
- Telephone No. Mobile No. FAX No.....
3. Address of place of Works/ Manufacture
- Telephone No. Mobile No.
4. State the Type of Firm: Sole proprietor-ship / partnership firm / Private limited company (Tick the correct choice):
5. Whether registered under MSME category (If Yes MSME Certificate to be attached along with techno commercial bid)
- If Yes whether owned by SC/ST Entrepreneur(s) (If Yes necessary Certificate to be attached and uploaded along with techno commercial bid)
6. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

7. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
8. Permanent Account No. :
9. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch..... (d)
 - Beneficiary account No.:..... (e)
 - Branch Serial No. (MICR No.):.....
10. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address
11. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.
 - GSTN 1.....
 - GSTN 2.....
 - GSTN 3..... and so on

B) Questionnaire

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

1.1 If Yes, Give details

.....

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

2.1 If Yes, Give details

.....

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

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

4. Suggestion for improvement of the tender document.

.....

Place _____.

Signature of contractor _____

Date _____

Name of Contractor _____

SECTION-9 Part-A

BID FORM

(Fill separate Bid form for each item)

To

From,

<completeaddressofthepurchaser>

<completeaddressoftheBidder>

Bidder's Reference No: _____ Dated _____

Ref: Your Tender Enquiry No _____ dated _____

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

Dated: day of 20____

Witness
Signature _____
Name _____
Address _____.

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

SECTION-9 Part-B
Part I - Price Schedule for Indigenous Supply

NAME OF THE ITEM	Total Quantity	Basic Unit Price excluding all Taxes & Charges	FF Packing		GOODS AND SERVICE TAX						All Inclusive Unit Cost	Amount of Input Tax Credit (ITC) per unit to be Availed by BSNL	Unit Price Excluding ITC Amount(Net Unit Cost to BSNL	Total Price Inclusive of all levies & Charges but excluding ITC(Net Total Cost)	HSN for Goods & SAC for Service Code	GSTIN No. of the Vendor
					CGST		SGST		IGST							
			Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount						
2	3	4	5	6=(5X4)	7	8 = 7 X (4+6)	9	10 = 9 X (4+6)	11	12 = 11X (4+6)	13=4+6+[{8+10} or 12]	14= {8+10} or 12	15=13-14	16= 3X15	17	18
6F self supporting Metal Free Aerial Optical Fibre Drop Cable	170 Km.															

NOTE FOR BIDDER:-

- Bidder must mandatorily quote for all GST components (CGST, SGST, and IGST) as required.
- The bidder who submits the offer with concessional GST shall submit the Proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/service.
- In case, dealer is registered under compounding scheme or any rule/notification where BSNL is not eligible for the Input Tax Credit then the bidder should not disclose any amount in col. No. 7 to 12 & 14.
- The FF & Packing amount should be shown of Basic Unit Price Excluding All Taxes & Charges (I.e. as % of Col.4)
- The FF & Packing amount quoted shall not be subject to change after Bid evaluation/ ordering on account of change of Copper, Lead Base Price, Changes in Duties & Taxes of Item,Etc.
- Bidder must mandatorily mention HSN & SAC Numbers.

DECLARATION BY BIDDER:-

- "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST ACT introduce w.e.f. 1st July 2017 and further extended on more items till date.
- " We hereby certify that HSN/SAC shown in Col.17 are correct & credit of **GST** for the amount shown in column 14 above are admissible as per GST Rules.

Signature of the Bidder:

Name in Block Letters with Company Seal

Read, Understood, Agreed AND Complied with

59

Signature of THE BIDDER with seal