



BHARAT SANCHAR NIGAM LIMITED  
O/o General Manager (CM), Odisha Telecom Circle

**E- Tender Document for  
Printing & Supply of WALL CALENDAR-2019  
For Odisha Circle**

TENDER NO-OR/CM/SM/WALL CALENDAR/18-19 Dtd at BBSR 27th Nov 2018

Last date & time for submission	12.00 Hrs. of 12 <sup>th</sup> Dec 2018
Date & time of opening of technical Bid	15.00 Hrs. of 12 <sup>th</sup> Dec 2018
Date & time of Financial Bid opening	It will be intimated latter on.

**PLACE OF OPENING**

CONFERENCE HALL,  
O/o CGM, BSNL BHAWAN, ASHOK NAGAR  
UNIT-II, BHUBANESWAR-09

**Issued By:**

AGM. (Marketing)  
O/o the GM (CM) ODISHA Circle,  
Bhubaneswar-751009.

**Visit us at: [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in)**

**Rs. 590/-**

Signature of Bidder  
with official seal & date

**TENDER DOCUMENT FOR PRINTING & SUPPLY WALL CALENDAR-2019****BHARAT SANCHAR NIGAM LIMITED***(A Government of India Enterprise)***O/o CGM, BSNL BHAWAN, ASHOK NAGAR, BHUBANESWAR-751009****From:****CGM, BSNL, Odisha Circle,  
BSNL Bhawan, Unit-II,  
Ashok Nagar, Bhubaneswar -9****Sub: - Tender document for printing & supply of WALL CALENDAR-2019.****Tender No.: OR/CM/SM/WALL CALENDAR/18-19 Dated at BBSR the 27th Nov 2018**

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

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If interested, kindly submit your bid offer online through e-tendering portal on or before 12.00hrs of 12th December, 2018.

AGM (MKT), O/o GM-CM  
2<sup>nd</sup> Floor Sales section  
BSNL Bhawan,  
ASHOK NAAGR, Unit-II  
Tel.: 0674-2500436, FAX-2502220  
E-Mail: [agmcmtsmkt@gmail.com](mailto:agmcmtsmkt@gmail.com)

**SECTION – 1 (PART-A)**  
**Detailed NOTICE INVITING TENDER (DNIT)**  
**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

**O/o CGM, BSNL BHAWAN, ASHOK NAGAR, UNIT-II, BHUBANESWAR-751009**

Digitally sealed Tenders are invited by CGM, BSNL, Odisha Circle, for supplying the following Items.

1	Tender Notice No. & Date	<b>OR/CM/SM/WALL CALENDAR/18-19 Dated at BBSR the 27th Nov 2018</b>
2	Time and date of E-submission of tender	Up to 12.00 hrs of 12th December, 2018
3	Time & Date of E-opening of Tender (Technical Bid Only)	The tenders shall be opened on 15.00hrs of <b>12th December, 2018</b> through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders can attend the TOE at the Conference Hall, 4th floor, BSNL BHAWAN, ASHOK Nagar; Bhubaneswar-751009 where BSNL's Tender Opening Officers will conduct Public Online <b>Tender Opening Event (TOE) on 15.00 hrs of 12th December, 2018.</b>
4	Minimum Validity of Tender offer	90 days from the date of opening
5	Availability of Tender Document	Tender document can be downloaded from the website: <a href="http://www.odisha.bsnl.co.in">www.odisha.bsnl.co.in</a> following the link-'Orissa'. Further the Tender document for participating in E-tender shall be available for downloading from <a href="http://www.tenderwizard.com/BSNL">www.tenderwizard.com/BSNL</a> following the link for Tenders through <b>E-Tender by BSNL and to be submitted in the e-format from 27th November, 2018 to 12th December, 2018.</b> As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale or be accepted physically.
6	Name of the work	Printing & supply of Wall Calendar-2019 for BSNL Odisha Circle.
7	Duration of contract	90 days from the date of award of contract.
8	Estimated cost of contract (Approx.)	Rs.4, 86, 750/- (Rupees Four Lakh Eighty Six thousand Seven hundred fifty only) Approx.
9	Cost of Tender paper	Rs.590/- (Rupees five hundred Ninety) only (Non-refundable). The cost of tender paper should be submitted before 12:00 Hrs of 12th Dec, 2018 in shape of crossed DD/BC drawn on any Nationalized/Scheduled Bank in favor of <b>AO (A&amp;P), BSNL, O/o CGM, Odisha Circle, Bhubaneswar</b> payable at Bhubaneswar. The scanned copy of the above DD/BC towards cost of tender document should be uploaded in E-tendering portal of M/s ITI.
10	BID security	EMD in shape DD/BC, BG of an amount of 9735/- (Rupees Nine thousand Seven hundred thirty five only) <b>DD/BC</b> on any Nationalized/Scheduled Bank in favor of <b>AO (A&amp;P), BSNL, O/o CGM, Odisha Circle, Bhubaneswar.</b> <b>BG in favor of CGMT, BSNL, Odisha</b> is to be submitted with validity min 180 days from the date of opening of the tender. The scanned copy of the above DD/BG towards EMD should be uploaded in E-tendering portal of M/s ITI.
11	Rejection of Tender	The CGM reserves the right to cancel / reject any or all the tenders without assigning any or all the reasons thereof.

**Note 1:** The quantity of WALL CALENDAR stated above is estimated and BSNL reserves the right to vary the quantity to the extent of  $\pm 25\%$  of specified quantity without any change in unit price or other terms & conditions.

**Note2:** Amendments, if any, to the tender documents will be notified in the above website as and when such amendments are notified particularly before 17.00 hours of **4th December 2018**. It is the

responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

**Note 3:** The MSE units shall be exempted from submission of Bid Security deposit and cost of tender paper on production of requisite proof in respect of valid certification from NSIC for the tendered item.

**A. Eligibility Criteria**

I	Valid Pan Card with IT returns for the FY 17-18 i.e. assessment year 2018-19.
li	Valid GST Registration number of Bidder.
lii	Total turn-Over During last three audited financial year i.e. 15-16, 16-17 & 17-18 should be 7.5 Lakhs.
Iv	Experience of Rs 1, 70, 363/- & more towards printing of Wall-Calendar during 2015-16, 2016-17 & 2017-18 & current year up to 31.10.2018 from any Govt. / Semi Govt. / PSU/Pvt. in the format at Annexure-XI.
V	Own set-up for printing and supplying the items.
Vi	Non-working of any near relation in BSNL
Vii	Other Documents as per clause 3 of section 2

- Tender bids received after due time & date will not be accepted.
- Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
- CGM, BSNL, Odisha Circle 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.
- The bidder shall furnish a declaration with digital signature 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 ( annexure-I).
- In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as no- responsive and shall be rejected summarily.

**Note 4:** 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 5:** All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

**SECTION – 1 (Part B)**  
**NEWS PAPER N.I.T. (NNIT)**  
**Bharat Sanchar Nigam Limited**  
 O/o CGM, BSNL BHAWAN, ASHOK Nagar  
 Bhubaneswar-09, Odisha

**NOTICE INVITING E-TENDER**

OR/CM/SM/WALL CALENDAR/18-19

Dated at BBSR the 27th Nov 2018

Digitally Sealed tenders are invited by CGM, BSNL, Odisha Circle, Bhubaneswar from the prospective bidders for the following work:

S. No.	Name of the Item/ Work	Estimated Cost	Bid Security/Earnest Money Deposit Amount for the E-Tender
1	Printing & Supply of Wall Calendar-2019 for BSNL Odisha Circle	Rs 4, 86, 750/- (Rupees Four Lakh Eighty Six thousand Seven hundred fifty only) Approx	Rs 9735/- (Rupees Nine thousand Seven hundred thirty five only)

Last date of receipt of tender is 12th December, 2018 up-to 12.00 Hrs.

Note: Tender document can be downloaded from the website: [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) following the link-'Orissa'. Further the Tender document for participating in E-tender shall be available for downloading from [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) following the link for Tenders through E-Tender by BSNL and to be submitted in the e-format from **27th November, 2018 to 12th December, 2018**. As E-Tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale or will be accepted physically.

**AGM (MKT)**  
**O/o the CGM, BSNL,**  
**Odisha Circle, Bhubaneswar-9**  
**Tel.: 0674-2500436, FAX-2502220**  
**E-Mail: [agmcmtsmkt@gmail.com](mailto:agmcmtsmkt@gmail.com)**

**SECTION- 2****Tender Information****1. Type of tender- :**

- No. of Bid Submission Stages for tender: Single
- No. of Bid: Two Nos.(Technical & Financial BID)
- The bidder shall submit Techno-commercial (Technical) & Financial bid simultaneously through online. 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: 90 days from the tender opening date.

**3. Bid related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS, through ITI e-tendering portal for BSNL.

**A. Online submissions:** Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD) (self-attested photo copy)
- Submission of digitally signed copy of Tender Documents/ Addendum/addenda
- Two BIDs
  - Techno-commercial –Part
  - Financial-Part

**B.** For eligibility the Techno-commercial & Financial bid should contain the following documents.

- a) **Techno-commercial Part:** The bidder should upload the scanned copies of the following documents (**signed & self-attested**) in e-tendering portal as a part of Techno-commercial bid (**Hard copies will not be taken in to consideration if submitted**).

i	One copy of the complete set of tender documents duly filled in and signed on each page by <b>authorized signatory</b> .
ii	Tender Cost of Rs.590/- ( <b>In form of DD/BC</b> ) in case the form is downloaded from the website.
iii	EMD of Rs 9735/- (Rupees Nine thousand Seven hundred thirty five only In form of DD/BC/BG). <b>DD/BC</b> on any Nationalized/Scheduled Bank in favor of <b>AO (A&amp;P), BSNL, O/o CGM, Odisha Circle, Bhubaneswar. BG in favor of CGMT, BSNL, Odisha</b>
iv	Bidder having valid NSIC certificate with approval of monetary limit will be exempted from these costs as per rule. The proof of the same must be produced in the technical bid. (The Original is to be produced before TOC during opening of the tender). In case the ownership of such MSE (Micro & Small Enterprises) Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
v	<b>Proof regarding turnover during the last three audited financial years i.e. 15-16, 16-17 &amp; 17-18 of Rs 7.5 Lakhs and above (Cumulatively), duly certified by the Chartered Accountant.</b>
vi	Experience (Format as per Annex-XI) of printing and supplying of calendar to any Govt. / Semi Govt. / PSU/Pvt. during 2015-16, 2016-17 & 2017-18 & current year up to 31.10.2018, <b>Refer Section-1 PART-A, Note-7.</b> (No Work Order or Purchase order will be entertained). The Experience certificate must be issued by an officer not below the rank of Superintendent Engineer/ Dy. General Manager with signature & seal. In case of Pvt. not below the rank as mentioned above or equivalent level .The detail address, E-Mail & telephone no of the issuing officer with Official letter no must be mentioned in the certificate.
vii	'Power of Attorney' in favor of the signatory signing the tender documents. (Refer Section – 4 Part-A, Point 14.1).
viii	Undertaking for non-working of any relative in BSNL in the prescribed format available in Annexure-II. In case of Partnership/Limited company all partners/Directors are to submit separate undertaking.
ix	Copy of PAN card & Income Tax return for FY 2017-18 i.e. assessment year 2018-19
X	Copy of GST registration clearance certificate up to 31 <sup>st</sup> March, 2018.
xi	Bidder's Profile & Questionnaire duly filled & signed.

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

**C. Financial Bid should contain**

1	Electronic Form- financial along with Price Schedule with all relevant bid as per Annexure-VIII
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**D. Offline Submissions:**

The bidder is requested to submit the following documents offline to CGM, BSNL, Odisha Circle, Marketing Section, 2<sup>nd</sup> Floor, ASHOK Nagar, BSNL BHAWAN, Bhubaneswar-9 on or before **12.00 hrs. of 12th December, 2018**, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (15:00Hrs of 12th Dec, 2018).

- **EMD-Bid Security in Original.**
- **DD/ BC against payment of tender fee in original.**
- **Power of attorney in accordance with clause 14 of Section-4- Part A.**
- **A sample of a single 130GSM paper of size 17" X 22" & a sample of WIRO binding materials of size 17" to be submitted.**
- **Copy of NSIC certificate if applicable.**

**Note: The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.**

**4. Not Applicable as it is a DOUBLE ENVELOPE SYSTEM.****5. Payment terms.**

Payment of 100% 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.

- a. Invoice in duplicate, clearly indicating break up details of composite price i.e. basic, E.D, GST, freight/ packing charges, etc.
- b. Delivery confirmation receipt from all concerned.
- c. Consignee receipt that the materials received in good condition.
- d. Authenticated copy of purchase order issued.
- e. Filled ERP-Vendor Master Form to be provided along with the WORK ORDER.

**6. Delivery Schedule**

- Delivery of goods shall be made by the Supplier to all 13 Telecom SSAs of BSNL Odisha as per the details made in the purchase Order.
- The work shall be completed within **14** days from the date of issue of purchase order. The actual supply schedule will be given in the Purchase order.

**7. Consignee :-**

AGM (Marketing)., O/o GM(CM)  
2<sup>nd</sup> Floor Sales Section  
ASHOK NAGAR, Unit-II  
Tel.: 0674-2500436, FAX-2502220  
E-Mail: [agmcmtsmkt@gmail.com](mailto:agmcmtsmkt@gmail.com)

**SECTION- 3 Part A****SCOPE OF WORK**

**General:** Printing and supplying of Wall Calendar for the year 2019 for BSNL Odisha Circle as per the specification given below to all the 13 Telecom Districts. The tender is floated for 15,000 nos. of wall Calendars for BSNL, Odisha Circle. The quantity of work stated above is an estimated value and BSNL reserves the right to vary the quantity to the extent of  $\pm 25\%$  of specified quantity without any change in unit price or other terms & conditions. The quality should be strictly as per the specification given by BSNL and should be approved before printing the whole lot by the vendor from BSNL. The Work is to be completed within the time period specified by BSNL. The vendor has to supply the calendars to all the 13 SSAs and Marketing unit of Odisha Telecom Circle as per the schedule given by BSNL in the work order.

**SPECIFICATIONS AND OTHER TERMS & CONDITIONS**

SN	ITEM	MATERIAL SPECIFICATION	QUANTITY
1.	<b>Printing &amp; supply of Wall Calendar -2019 for BSNL, Orissa Telecom Circle</b>	Wall calendar:- Size: 17" (W) X 22" (H) Sheets: 6 + 1 Flyleaf = Total 7 sheets in all. Printing: Multi-Color both sides of all the 7 sheets. Paper: Sheet and Fly leaf - 130 GSM Imp Art <b>Binding WIRO on 17" side with flap as back reinforcement.</b> <b>DESIGN: The DESIGN (s) shall be supplied along with the Purchase Order.</b>	15,000 nos.

- **Award of Work:** Refer the section-4-B clause 3.



**SECTION- 3 Part B****SPECIFICATIONS****SPECIFICATIONS AND OTHER TERMS & CONDITIONS**

SN	ITEM	MATERIAL SPECIFICATION	QUANTITY
1.	<b>Printing &amp; supply of Wall Calendar -2019 for BSNL, Orissa Telecom Circle</b>	Wall calendar:- Size: 17" (W) X 22" (H) Sheets: 6 + 1 Flyleaf = Total 7 sheets in all. Printing: Multi-Color both sides of all the 7 sheets. Paper: Sheet and Fly leaf - 130 GSM Imp Art <b>Binding WIRO on 17" side with flap as back reinforcement</b> <b>DESIGN: The DESIGN (s) to be printed shall be supplied along with the Purchase Order.</b>	15,000 nos.

**NOTE: No PAYMENT shall be released to the supplier in case it is found that, any other material other than WIRO is used for binding the calendars.**

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

Sl. No.	Name of the Item/ Work	Estimated Quantity of Work in Numbers.	Unit of Measurement
1	Printing & supply of Wall Calendar - 2019 for BSNL, Orissa Telecom Circle	15000 Nos.	Numbers

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

**1. DEFINITIONS**

- "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), Bhubaneswar
- "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods under the contract
- "**The Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- "**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.
- "**The Contract Price**" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- "**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.
- "**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.
- "**Successful Bidder(s)**" / vendors mean the bidder(s) to whom work in this tender is awarded.

**2. ELIGIBILITY CONDITIONS:**

I	Valid Pan Card with IT returns for the FY 17-18 i.e. assessment year 2018-19.
li	Valid GST Registration number Clearance Certificate up to 31 <sup>st</sup> March, 2018.
lii	Total turn-Over During last three audited financial year i.e. 15-16, 16-17 & 17-18 should be 7.5 Lakhs.
lv	Experience of printing and supplying of calendar to any Govt. / Semi Govt. / PSU/Pvt. during 2015-16, 2016-17 & 2017-18 & current year up to 31.10.2018, <b>Refer Section-1 PART-A, Note-7 &amp; Annex-XI.</b>
V	Own set-up for printing and supplying the items.
Vi	Non-working of any near relation in BSNL
Vii	Other Documents as per clause 3 of section 2

**3. COST OF BIDDING**

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. DOCUMENTS REQUIRED**

- 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 at page No.-1
- The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

**5. CLARIFICATION OF BID DOCUMENTS**

- 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 **on or before 4<sup>th</sup> December, 2018**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- Any clarification issued by BSNL in response to query rose 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. **AMENDMENT OF BID DOCUMENTS**

- 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.
- The amendments shall be notified in [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) following the link- 'Orissa'. Further the Tender document for participating in E-tender shall be available for downloading from [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) following the link for Tenders through **E-Tender by BSNL**.
- 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. **DOCUMENTS COMPRISING THE BID**

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

- 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 clause B of Section-1 –Part A and Clause-2 of Section-2
- Bid Security furnished in accordance with clause-A of Section-1- Part-A.
- A Bid form and price schedule completed in accordance annexure- VII & VIII.

#### 8. **BID FORM**

- 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 annexure-VII.

#### 9. **BID PRICES**

9.1 The bidder shall give the total price inclusive of all Levies, packing, forwarding, freight and insurance etc. **but excluding GST**. 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 at Annexure-VIII.

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

I	One copy of the complete set of tender documents duly filled in and signed on each page by <b>authorized signatory</b> .
ii	Tender Cost of Rs.590/- (In form of DD/BC) in case the form is downloaded from the website.
iii	EMD of Rs 9735/- (Rupees Nine thousand Seven hundred thirty five only In form of DD/BC/BG). <b>DD/BC</b> on any Nationalized/Scheduled Bank in favor of <b>AO (A&amp;P), BSNL, O/o CGM, Odisha Circle, Bhubaneswar. BG in favor of CGMT, BSNL, Odisha</b>
iv	Bidder having valid NSIC certificate with approval of monetary limit will be exempted from these costs as per rule. The proof of the same must be produced in the technical bid. (The Original is to be produced before TOC during opening of the tender). In case the ownership of such MSE (Micro & Small Enterprises) Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
V	<b>Proof regarding turnover during the last three audited financial years i.e. 15-16, 16-17 &amp; 17-18 of Rs. 7.5 Lakhs and above (Cumulatively), duly certified by the Chartered Accountant.</b>
vi	Experience (Format as per Annex-XI) of printing and supplying of calendar to any Govt. / Semi Govt. / PSU/Pvt. during 2015-16, 2016-17 & 2017-18 & current year up to 31.10.2018, <b>Refer Section-1 PART-A, Note-7</b> . (No Work Order or Purchase order will be entertained). The Experience certificate must be issued by an officer not below the rank of Superintendent Engineer/ Dy. General Manager with signature & seal. The detail address, E-Mail & telephone no of the issuing officer with Official letter no must be mentioned in the certificate.
vii	'Power of Attorney' in favor of the signatory signing the tender documents. (Refer Section – 4 Part-A, Point 14.1).
viii	Undertaking for non-working of any relative in BSNL in the prescribed format available in Annexure-II. In case of Partnership/Limited company all partners/Directors are to submit separate undertaking.
ix	Copy of PAN card & Income Tax return for FY 2017-18 i.e. assessment year 2018-19

X	Copy of GST registration no VAT clearance certificate up to 31 <sup>st</sup> March, 2018.
xi	Bidder's Profile & Questionnaire duly filled & signed.
<p>Note: • If any one of the above documents required to be submitted along with the technical bid is found wanting or incomplete, the offer is liable to be rejected at that stage. However, the purchaser may at its discretion call for any clarification regarding the document. In such case(s), the bidder shall have to comply the purchaser's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.</p>	

## 11.

**DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS.**

- **A sample of a single 130GSM paper of size 17" X 22" & WIRO binding material to be submitted as specified in Section-2-2(D).**

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

13. **PERIOD OF VALIDITY OF BIDS**

- Bid shall remain valid for period 90 days. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 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-A of Section-1 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. **FORMAT AND SIGNING OF BID**

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

tendering) & by hand signatures (for manual bidding process), by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

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

#### **14.3 Power of Attorney**

- 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.
- The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution / Body corporate.
- In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favor of the said Attorney.
- 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. SUBMISSION OF BIDS**

**15.1.** Bids must be submitted by the bidders on or before the specified date & time indicated in Section-I i.e. DNIT.

**15.2.** 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.

**15.3.** 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.

### **16. LATE BIDS**

**16.1.** 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.

### **17. MODIFICATION AND WITHDRAWAL OF BIDS**

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

**17.2.** The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) as per clause 15.

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

### **18. OPENING OF BIDS BY PURCHASER:**

18.1 The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of D NIT (Section-1) on due date.

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

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

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

- (i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will

be opened on the date of tender opening given in NIT.

- (ii) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to DGM (MMT), BSNL, CO./ Other section in BSNL, CO./ 'MM' cell in circle/ SSA offices (as applicable) 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.

- (iii) The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

- (iv) The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Quantities/prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

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

## **19. CLARIFICATION OF BIDS**

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

19.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of noncompliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

## **20. PRELIMINARY EVALUATION**

20.1 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.

20.2 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

20.3 If there is a discrepancy between words and figures, the amount in words shall prevail. In case if only one is mentioned, that rate shall be taken as final bid of the bidder. If the supplier does not accept the correction of the errors, its bid shall be rejected.

20.4 Prior to the detailed evaluation of financial bid, 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.

20.5 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.

20.6 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.

**21. Evaluation and comparison of substantially responsive bids:**

- 21.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 21.2 The evaluation and comparison of responsive bids shall be done on the basis of the TOTAL PRICE for printing 15000 calendars quoted on Col-D of the price schedule at Annexure-VIII.

**22. Contacting the purchaser:**

- 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.
- 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.

**23. Placement of order:**

23.1. The Purchaser shall consider placement of orders for commercial supplies only to ONE eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

23.2 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/ L3 .....etc keeping other levies & charges unchanged.

23.3. DELETED as NA.

23.4 DELETED as NA.

**24. 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 25% 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.
- b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the 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.

**25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

➤ DELETED

**26. ISSUE OF ADVANCE PURCHASE ORDER:**

- 26.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 26.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the Performa provided with the bid document at Section-7B.
- 26.3 DELETED

**27. Signing of contract:**

- 27.1 The issue of Purchase order shall constitute the award of contract on the bidder.
- 27.2 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 of this section.

**28. 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.

**29. 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 QA 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)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.

**30. REJECTION OF BIDS:**

**30.1.** 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) The bids will be rejected at opening stage if Bid security is not submitted and bid validity is less than the period prescribed mentioned.
- b) If the eligibility condition is not met and/ or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
- c) 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) Price Schedule: Prices are not filled in as prescribed in price schedule.
- e) "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".

**30.2** Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned 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.

**30.3.** 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.

**30.4.** 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.

**30.5.** 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.

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

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

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

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

**32. Clause deleted**

**33. NEAR-RELATIONSHIP CERTIFICATE:**

33.1 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.

33.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.

33.3 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).

33.4 The format of the certificate is given in Section 6 (B).

**VERIFICATION OF DOCUMENTS AND CERTIFICATES**

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

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as deemed fit that cannot be questioned further.

**Note for Tender opening Committee:**

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

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

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

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

**34. 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.

**35. 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.

**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**

Refer SECTION-2 & Clause-3.

**2. Bid Security**

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

**3. Distribution of Quantity**

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

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

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

Note 1(a): DELETED.

Note 1(b): DELETED.

(ii)DELETED

## Section- 4 Part C

### E-tendering Instructions to Bidders

#### 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, CMTS unit, BSNL, Odisha Telecom Circle, Bhubaneswar is using the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI a Government of India Undertaking.

#### **1. Tender Bidding Methodology:**

Sealed Bid System – **Single Stages** – Using Two Envelopes',

Note: Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

#### **2. Broad outline of activities from Bidders prospective:**

- ❖ Procure a Digital Signing Certificate (DSC)
- ❖ Register on Electronic Tendering System<sup>®</sup> (ETS)
- ❖ Create Users and assign roles on ETS
- ❖ View Notice Inviting Tender (NIT) on ETS
- ❖ Download Official Copy of Tender Documents from ETS
- ❖ Clarification to Tender Documents on ETS
- ❖ Query to BSNL (Optional)
- ❖ View response to queries posted by BSNL, as addenda.
- ❖ Bid-Submission on ETS
- ❖ Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
- ❖ View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
- ❖ Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)

#### **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
  - **Note 1:** It is advised that all the documents to be submitted (See clause 2&5 of section II) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
  - **Note 2:** While uploading the documents, it should be ensured that the file name should be the name of the document itself
- 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 III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].
- 4. Registration**

The Tender document can be downloaded from the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and to be submitted in the e-format. Cost of Tender Document (in the form of DD) and Bid Security (in the form of DD) (in original) have to be submitted to CGM, BSNL, Odisha Circle, BSNL BHAWAN, Ashok Nagar, -751009 before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

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

<b>Helpdesk</b>	
Telephone / Mobile Nos.	Mr Sanjib Mohapatra, 9937488749, 07377708585, [between 9:30 hrs to 17:00 hrs from 27/11/2018 to 18/12/2018]
E-mail ID	<a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a>
<b>BSNL Contact-1</b>	
BSNL's Contact Person	AGM (Mktg), O/o GM(CM), BSNL, Bhubaneswar-9
Telephone/ Mobile	0674-2500436/9437223922 [between 9:30 hrs to 18:00 hrs from 27/11/2018 to 12/12/2018]
E-mail ID	<a href="mailto:agmcmismkt@gmail.com">agmcmismkt@gmail.com</a>
<b>BSNL Contact-2</b>	
BSNL's Contact Person	SDE.(Mktg) O/o GM(CM), BSNL, Bhubaneswar-9
Telephone/ Mobile	0674-2502220/9437009294 [between 9:30 hrs to 17:00 hrs from 27/11/2018 to 12/12/2018]
E-mail ID	<a href="mailto:baikuntha.barik@gmail.com">baikuntha.barik@gmail.com</a> , <a href="mailto:odishabsnlmobile@gmail.com">odishabsnlmobile@gmail.com</a>

5. **Bid related Information for this Tender (Sealed Bid):**

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum/addenda
- Two Envelopes
  - Techno-commercial -Part
  - Financial-Part

6. **Offline Submissions of Documents :**

The bidder is requested to submit the documents **per Section-2, Clause-3 Sub Clause-D.** offline to the O/o AGM (Marketing), CGM,BSNL, Odisha Circle, BSNL BHAWAN, Ashok Nagar,-751009 on or before 12Hrs on 27<sup>th</sup> Nov 2018 to be specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (15:00Hrs on 12th Dec, 2018).

7. **Special Note on Security of Bids**

➤ Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

➤ As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider. Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

8. **Public Online Tender Opening Event (TOE)**

➤ ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier

organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

➤ Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

➤ ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

➤ ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

➤ There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

**9. E- Reverse Auction :- N/A**

**10. Other Instructions:**

➤ For further instructions, the vendor should visit the home -page of the portal (<https://www.tendewizard.com/BSNL>).

➤ 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:**

- Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
- Register your organization on ETS well in advance of your first tender submission deadline on ETS
- Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- Submit your bids well in advance of tender submission deadline on ETS
- (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

**11. Minimum Requirements at Bidders end**

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

**12. Vendors Training Program**

➤ Vendors may contact the ITI Helpdesk personnel given in clause 4 of Section II, for any type of training/help, which they may require while uploading the bids.

➤ **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.

**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**

- 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.
- 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.
- 3) The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled or Nationalized Bank and in the Performa provided in 'Annexure-IV of this Bid Document.
- 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**

- DELETED as NA

**6. DELIVERY AND DOCUMENTS**

- 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.

- The delivery of the goods and documents shall be completed within time frame stated in deliver schedule.

**7. Training :- N/A**

**8. Incidental Services :- N/A**

**9. Spares :- N/A**

**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) 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 supplied items under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the supplied items so replaced or renewed or until the end of the above mentioned period of seven days, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

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

11. **Payment Terms:-** Payment of 100% 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, any other Duties and Taxes, Freight/Packing Charges, Service Tax etc.
- II. Acknowledged Delivery Challan in original.

**12. PRICES**

- 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 Clauses mentioned below.

**13. CHANGES IN PURCHASE ORDERS:** N/A.

**14. SUBCONTRACTS:-** N/A.

**15. DELAYS IN THE SUPPLIER'S PERFORMANCE.** The material should be delivered within 14 days or as specified in purchase order from the date of issue, to the designed consignee in Odisha Telecom Circle.

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 NOT APPLICABLE

15.4 NOT APPLICABLE

**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 NOT APPLICABLE.

16.3 NOT APPLICABLE.

16.4 NOT APPLICABLE.

**Note : 1. DELETED**

**17. FORCE MAJEURE:**

➤ 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.

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

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

**19. Clause deleted.**

**20. ARBITRATION**

➤ In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM, BSNL Odisha Circle or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to

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

➤ 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.

➤ The venue of arbitration shall be Circle HQ, Bhubaneswar as the case may be

**21. SET OFF**

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

**22. INTIMATION OF SUPPLY STATUS: NOT APPLICABLE as it is a one time delivery.**

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

**24. FALL CLAUSE**

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

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

And / or

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

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

at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

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

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

## **25. COURT JURISDICTION**

➤ 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.

➤ 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 are 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".

**SECTION -5 Part B****SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)****A. Other conditions**

- Except the OFF-LINE documents mentioned at section-2, Clause 3 (D). Any other document submitted physically, without uploading the documents in portal shall not be considered for further evaluation purpose and the bid will be rejected.
- Tender form is not exchangeable.
- No tender will be received in person. **It is to be submitted online through e-tendering portal**
- Submission of tender in response to this tender notice and its acceptance thereof by BSNL will be deemed a VALID CONTRACT and the conditions mentioned in the tender notice will be binding on the bidder. Conditional tender such as with a mention that increase in market rates or taxes, duties rates charged extra shall stand disqualified and will not be considered.
- The tender offer and other particulars / information/correspondence should be on the Firm's Letter Head only. In future correspondence, tender notice no. & date may be quoted; failing which correspondence may be ignored.
- The payment of the bills will be made at the earliest on submission of bill complete in all respects and no other condition(s) for payment including charging of penal interest etc ,will be accepted.
- CGM, BSNL Odisha Circle reserves the right to appoint more than one bidder for any of the item proposed to be procured, at L1 rate. If so desired, the quantity ordered shall vary proportionally as per Table given in Clause-3, Section-4, Part-B. It is not binding on the CGM; Telecom to exactly issue Purchase order for the approved tender quantity of each item and the CGM, Telecom shall be having full discretion to foreclose any or all of the tendered items at any time without assigning any reason whatsoever.
- The material should be delivered within 30-days or as specified in purchase order from the date of issue of the purchase Order.
- Quality Assurance and Testing: A sample copy of the Calendar is to be submitted for proof reading and finalization before final printing to the O/o AGM (Marketing), 2<sup>nd</sup> Floor, BSNL Bhawan, Bhubaneswar-751009.
- **General Conditions of AMC: N/A**

**SECTION-6 (A)**  
**UNDERTAKING & DECLARATION**

Annexure-I

**For understanding the terms & condition of Tender & Spec. of work**

**a) Certified that:**

- 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.
  - 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
- .No addition/deletion/correction/alteration/modification has been made in the downloaded tender document being submitted by me/us and it is identical to the tender document appearing in the website.

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

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

Date:

Signature of bidder

Place

Name of bidder

Along with date &amp; Seal

**SECTION 6 (B)****Annexure-II****Non-working of Near Relationship in BSNL**

"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

**Note : In case of partnership firm all the partners / and in case of limited companies  
all the directors should submit this certificate.**

**SECTION-7 (A)****Annexure-III****For the BIDSECURITY/ EMD Guarantee**

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

**Sub: Bid Security/EMD guarantee.**

1. Whereas M/s-----R/o..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs.9, 735/- (hereafter known as the B G Amount") valid up to 180 days from 12th December, 2018 (hereafter known as the "Validity date") in favor of CGM, BSNL, Odisha Telecom Circle, (Hereafter referred to as BSNL) for participation in the **Tender document for printing & supply of WALL CALENDAR-2019** Vide tender No. OR/CM/SM/WALL CALENDAR/2018-19 AT BBS the 27th November, 2018.  
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.

- 6. Notwithstanding anything herein contained;

The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above. (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

- 7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (A&P), O/o CGMT, Odisha Circle Bhubaneswar, Odisha payable at Bhubaneswar.
- 8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

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

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers .....



## SECTION 7 (B)

## Annexure-IV

**Performance Security Guarantee Bond (Procurements)**

In consideration of the CGM, BSNL, Odisha Circle (hereinafter called "BSNL") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said contractor(s)") from the demand under the terms and conditions of an agreement/(Purchase Order) No. **OR/CM/SM/Wall Calender-2018/18-19** dated \_\_\_\_\_ for the supply **Calendar** (hereinafter called "the said agreement") of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for Rs. 24338/- we (Bank), \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to BSNL an amount not exceeding **Rs. \_\_\_\_\_/-** against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BSNL by reason of breach by the said contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of 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 **Rs. \_\_\_\_\_/-**.

3. We undertake to pay to BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (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 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 or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (Bank) \_\_\_\_\_ further agree with BSNL that BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or from time to time any of the powers exercisable by BSNL against the said Contractor(s) and to forbear or enforce of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier (s).

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

8. The bank guarantee is valid up to dt. \_\_\_\_\_

Dated the \_\_\_\_\_

for \_\_\_\_\_

BANK: \_\_\_\_\_

**SECTION 7 (C )**

**Annexure-V**

**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. OR/CM/SM/ WALL CALENDAR/18-19 dated 27<sup>th</sup> Nov, 2018 for **printing & supply of WALL CALENDAR-2019** dated at BBSR the \_\_\_\_\_ in respect of **Tender document for printing & supply of WALL CALENDAR-2019**, BSNL, ODISHA which is due to open on 15:00Hrs on 12<sup>th</sup> Dec, 2018 in the Conference Hall, O/o CGM, BSNL, Odisha.

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

.....

.....

Signature of the Representative

Signature of Bidder/ Auth Signatory

Name of the Representative on behalf of the Bidder.....

.....

.....

Signature of the Alternative Representative

Signature of Bidder/ Auth Signatory

Name of the Alternative Representative on behalf of the Bidder.....

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

Permission for entry to the hall where bids are opened may be refused in case authorization as

**SECTION 8**

**Annexure-VI**

**Bidder's profile & Questionnaire.**

BIDDER / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A)	<b>BIDDER's Profile</b>	
1.	Name of the Individual/ Firm:	.....
2	GST REGISTRATION NUMBER	.....

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:(Tick the correct choice):	Sole proprietor-ship/partnership firm / Private limited company
----	---	---

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

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

.....

7. Permanent Account No. : .....

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

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

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

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

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

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

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

.....  
 .....

**B) Questionnaire**

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

1.1 If Yes, Give details

.....

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

2.1 If Yes, Give details

.....

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

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

4. Suggestion for improvement of the tender document.

.....

Place.....

Signature of contract

Date .....

Name of Contractor

**SECTION 9 (A)**  
**BID FORM**

**Annexure-VII**

**To** ..... **From,** .....

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

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

**Ref:** Your Tender Enquiry No. ....dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... Dated ..... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 90 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 / Nationalized 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 ..... 2018

Witness ..... Signature .....

Signature..... Name .....

Name ..... In the capacity of .....

Address ..... Duly authorized to sign the bid for and on behalf of.....

**SECTION 9 (B)**  
**PRICE SCHEDULE**

Annexure-VIII

**Rate per piece of wall calendars (inclusive of all Taxes) in INR (Rupees) For Printing and supply for BSNL, Orissa Telecom Circle**

	Unit Cost in Rs. (All Inclusive Except GST).	Quantity	TOTAL AMOUNT in Rupees for 15000 Calendars.
	A	B	C = A X B
<b>Wall calendar 2019</b>		<b>15000 Nos.</b>	<b>In Figure:</b>
			<b>In Words:</b>

**The above rates should be as per specification given at section-3 (A) at page -8.**

The rate should be quoted in figures in English in COLOUMN-A.

1. The tender with rate quoted in other than Financial Bid, in the tender document, is liable for rejection summarily.
2. The rate quoted by the bidder should be firm, final and valid for one year from date of issue of Letter of Intent. GM-CM will have discretion to extend the validity of rate contract for additional one year on the same terms and conditions.
3. I have gone through the terms and conditions detailed in the tender schedule in the reference cited above. I am agreeable to all the terms and conditions mentioned there in. My rate for the above items as per the specifications, are furnished in words and figures.
4. **Rates quoted in column-A shall are inclusive of labour charges, material charges, transportation charges but excluding the GST.**
5. For printing additional quantity of calendar the proportionate rate is applicable.
6. I/We hereby under take to honor all Purchase Orders based on the terms and conditions of the Tender issued under **No. OR/CM/SM//Wall Calendar-19** dated at Bhubaneswar the 27th Nov 2018 which I/We have received along with the tender.

Signature of the bidder with Date & Stamp

**Annexure-IX**

**AGREEMENT**

An AGREEMENT made this Date \_\_\_\_Month\_\_\_\_Year 2018 between the BSNL, Odisha Circle (which expression shall unless exclude by or repugnant to the context, include his successors and assignees) on the ONE PART and \_\_\_\_\_ having its registered office at \_\_\_\_\_ (acting through its constituted Attorney) hereinafter called the 'Supplier' (which term shall include their heirs, executors, successors and assignees) on the OTHER PART.

Whereas **M/s** \_\_\_\_\_ has quoted the Price **Rs.** \_\_\_\_\_ towards supply of **15000 WALL CALENDARS** to BSNL as per specification and terms and conditions of the tender **OR/CM/SM/WALL CALENDAR-2018/18-19 Dated 27<sup>th</sup> Nov 2018** and has agreed to supply them at the quoted rates under conditions described in the Tender schedule which forms part of this agreement. Whereas **M/s.** \_\_\_\_\_ has submitted a Performance Bank Guarantee in the name of The Chief General Manager, BSNL, Odisha as security towards supply of correct quality & quantity of materials as agreed to.

And whereas, the supplier is ready and willing to execute the supply orders in accordance with the contract.

**Now the agreement witnessed and it is hereby agreed and declared as follows:**

1. The Tender Notice, Instructions to bidders, Conditions of contract, technical specifications, Guidelines to supplier, Schedule, APO No. **OR/CM/SM/WALL CALENDAR-2018/18-19 Dated** \_\_\_\_\_ (along with its enclosures) annexed hereto and such other additional particulars, instructions, drawings as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression, contract or 'Contract Documents' wherever herein used.
2. In consideration of the payments to be made to the supplier for the supply of items, the supplier hereby covenants with the contract documents duly provide, execute and complete the said supply and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said supply and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.
3. In consideration of the due provisions, executions and completion of the said works, the BSNL Odisha Circle, hereby agrees with the supplier to pay the amount towards the cost of material supplied above, after satisfactory completion of work and on production of bills by the supplier less deduction as admissible if any under the provisions of the Contract.
4. The Contract Period is valid for 1 year from the date of signing of agreement.
5. **M/s** \_\_\_\_\_ has agreed upon the following rates for the Wall Calendars.

Description of the Job	Rate / Canopy	Amount for 15000 WALL CALENDARS
Wall calendar:- Size: 17" (W) X 22" (H) Sheets: 6 + 1 Flyleaf = Total 7 sheets in all. Printing: Multi-Color both sides of all the 7 sheets. Paper: Sheet and Fly leaf - 130 GSM Imp Art <b>Binding WIRO on 17" side with flap as back reinforcement</b> <b>DESIGN: The DESIGN (s) to be printed shall be supplied along with the Purchase Order.</b>	Rs.	Rs. _____ /-

The cost includes, Printing, all applicable taxes & transportation charges.

IN WITNESS, WHEREOF the parties hereto have executed these presents the day and year first above written.

Signed by the Supplier  
Place:  
Date:  
In the presence of witness

Signed on behalf of the BSNL.  
Place: BHUBANESWAR  
Date:  
In the presence of witness

1. Signature.....  
Name.....

1)Signature.....  
Name.....

2. Signature.....  
Name.....

2)Signature.....  
Name.....

**Annexure-X****Check-List**

Sl. No.	Name of the Document	Submitted Yes /NO	Page No.
i	One copy of the complete set of tender documents duly filled in and signed on each page by authorized signatory.		
ii	Tender Cost of Rs.590- (In form of DD/BC in favor of <b>AO (A&amp;P), BSNL, O/o CGM, Odisha Circle, Bhubaneswar</b> ) in case the form is downloaded from the website.		
iii	EMD of Rs.9735 /- (In form of DD/BC in favor of <b>AO (A&amp;P), BSNL, O/o CGM, Odisha Circle, Bhubaneswar</b> ) & BG in favor of <b>CGMT, BSNL, Odisha</b>		
iv	Bidder having valid NSIC certificate with approval of monetary limit will be exempted from these costs as per rule. The proof of the same must be produced in the technical bid. (The Original is to be produced before TOC during opening of the tender). In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.		
v	Proof regarding turn over during the last three audited financial years i.e. <b>15-16, 16-17 &amp; 17-18</b> of Rs. <b>7.5 Lakhs</b> . (Seven Lakhs & fifty thousand only) (Cumulatively), duly certified by the Chartered Accountant.		
vi	Experience certificate in the FORMAT at ANNEX-XI of supply of calendar from any Govt. / Semi Govt./ PSU/Pvt. during F.Y. <b>15-16, 16-17 &amp; 17-18</b> up to 31.10.2018 Refer <b>Section-1 PART-A, Note-7</b> cumulatively. (No Work Order or Purchase order will be entertained).The Experience certificate must be issued by an officer not below the rank of Superintendent Engineer/ Dy. General Manager / Marketing Head of the Company with signature & seal. The detail address & telephone no of the issuing officer with Official letter no must mentioned in the certificate.		
vii	'Power of Attorney' in favor of the signatory signing the tender documents (It is not required in case of proprietor signed himself). Article & Memorandum of association with certificate of Registration in case of limited company or Authenticated copy of Partnership Deed, in case of partnership firm.		
viii	Undertaking for non-working of any relative in BSNL in the prescribed format available in Annexure-II		
ix	Copy of PAN card & Income Tax return for FY 2017-18 i.e. assessment year 2018-19		
x	Copy of GST registration no registration no up to 31 <sup>st</sup> March, 2018.		
xi	Bidder's Profile & Questionnaire duly filled & signed.		
xii	Financial BID		



**ANNEXURE-XI****FORMAT for submitting the EXPERIENCE CERTIFICATE**

Lr No:- \_\_\_\_\_ Dated \_\_\_\_\_ at \_\_\_\_\_

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s \_\_\_\_\_ has carried out the printing of CALENDER WORKS for an amount Rs. \_\_\_\_\_ (in wards \_\_\_\_\_) during the F.Y. \_\_\_\_\_ & \_\_\_\_\_ successfully for our organization.

This certificate is issued on the request of the supplier only for participation in the tender of printing of Calender-2019 of BSNL No. OR/CM/SM/WALL CALENDAR/2018-19.

**(Signature of the issuing authority with date)  
Not below the rank of Supt. Engg./DGM/  
Or Equivalent grade officer**

**Official Mail id:  
Contact Number:  
Address:**

**Note: The above certificate should be submitted in the Letter head of the issuing Organization with Letter No. & Date.**

## Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)

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

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

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

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

<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
7 con- td.	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. c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s). d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. e) undertakes any action that affects/ endangers the security of India.	iv) Legal action will be initiated by BSNL against the Vendor if required.
8	If the vendor is declared bankrupt or insolvent or its financial	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in

	position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
8 con- td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined

		for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.



S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con- td.	b) inspite of Court Orders.	<p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p> <p>i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; 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>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(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.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(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.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>

<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note 8:-</b> In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
<b>Note 9:</b> 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.		