



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

Office of the DE(Stores), Satya Nagar, Bhubaneswar, 751007

E-TENDER DOCUMENT

(निबादा दस्तावेज़)

FOR

E-TENDER

**FOR “SUPPLY, TESTING & INSTALLATION OF CC TV
IN THE PREMISES OF RETAIL TELECOM STORE DEPOT
(RTSD) ,SATYANAGAR, BHUBANESWAR, 751007 ”**

(This includes Tender document Cost Rs.500/- and GST @ 18% i.e.Rs.90/-)

Rs.590/-

NOTE: Only One Tender form should be used)

No. T-5/BSNL/RTSD/CCTV/2018-19/5

Date.26.04.2019

Total number of Pages: -50

BID DOCUMENT

OPEN E-TENDER FOR SUPPLY, INSTALLATION & TESTING OF CC TV IN RETAIL TELECOM STORES DEPOT, SATYA NAGAR, BHUBANESWAR.

Tender Quantity: as detailed below

Item	Quantity
CC TV Camera	16 nos
DVR 32 channel	1 no
HDD for storages	1 no
POWER SUPPLY SINGLE ADAPTER FOR CAMERA	16 no
CC TV cable	1500 Mtr
LED monitor	1 nos.
PVC Pipe	1000 Mtr
Flexible Pipe	200 Mtr.
Labour charge	Lump sum
Installation charge	Lump sum

BID VALIDITY OF OFFER – 150 DAYS
(From the date of opening of Techno-commercial Bid)

TENDER NO. T-5/RTSD/CC TV/2018-19/5 dated 26/04/2019

TENDER OPENING DATE: 17/05/2019 at 12:00 HRS.



BHARAT SANCHAR NIGAM LIMITED

RETAIL TELECOM STORE DEPOT, BSNL, SATYA NAGAR, Bhubaneswar-751007

TELE: 91-674- 2572148

FAX: 91-674- 2572104

e-mail: dertsdbn@gmail.com

SECTION-1**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

**OFFICE OF DIVISIONAL ENGINEER (STORES), BSNL, RETAIL TELECOM
STORES DEPOT , SATYA NAGAR , BHUBANESWAR-751007**

From: **DE(Store)**
Retail Telecom Store
Depot, Satya Nagar,
Bhubaneswar-751007

To,

.....

.....

.....

Tender No: T-5/RTSD/CC TV/2018-19/5 dated 26/04/2019

Sub:- Open E-tender for supply ,installation & testing of CC TV in Retail Telecom Stores Depot at Satya Nagar,Bhubaneswar-751007.

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 for electronic tendering at the portal detailed in E-tendering Instructions to Bidders on or before date & time specified in Section-1 Part A (DNIT).

DE(Stores)

Tel.: 91-674- 2572148,

FAX: 91-674- 2572104

E-mail: dertsdbn@gmail.com

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

SECTION – 1 Part A

DETAILED NOTICE INVITING E-TENDER
(DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o the DE (Stores), Satya Nagar,

Bhubaneswar-751007

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

TABLE-1.

Item	Quantity	Estimated value (In Rs.)	No of vendors from whom the item would be procured	Bid security/ EMD in (In Rs.)	e-tender processing fee to M/s ITI Ltd	Tender Document Fee (incl. GST) in Rs.	Date & time of Opening (12.00 hrs)
CC TV Camera	16 nos	72,000	1	3979/-	0.05% of estt. Value + GST	590/-	17/05/2019
DVR 32 channel	1 no	25,500					
HDD for storages	1 no	7,500					
Power Supply Single Adapter for camera	16 no	10,000					
CC TV cable	1500 Mtr	48,000					
LED monitor (24")	1 nos.	13,500					
PVC Pipe	1000 Mtr	15,000					
Flexible Pipe	200 Mtr.	2000					
Labour charges for Digging	Lump sum	2000					
Installation Charge	Lump sum	3462					
	Total	1,98,962	1	3979/-		590/-	

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

Note 2: **30% of the total quantities against each item shall be reserved for M/S ITI Ltd. as per the guidelines issued by MoC & IT, Govt of India vide no. U-37102 2/93-FAC dtd 9.6.2016. In case M/s ITI Ltd. emerges as one of the successful bidder or not qualified as per the terms and conditions or not willing for the supply, then the said 30% quota shall be de-reserved & the allotted quantity for other bidders including 25% MSME Quota will be restored to 100%.**

Note 3: 25 % of the estimated quantity/requirement is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs) bidder(s). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

TABLE-2

A. Tender Notice No & date	NIT No T-5/RTSD/CC TV/2018-19/5 dated 26/04/2019
B. Tendered Items	supply ,installation & testing of CC TV in Retail Telecom Stores Depot at Satya Nagar,Bhubaneswar,751007. (kindly see the table at Section -1 Part A)
C. Technical specification	Technical specification is available in Section 3 of the bid document
D. Quantity Tendered	Available in table above & also at Section 3 of the bid document
E. Tender document downloadable from	From 16.30 Hrs of 26/04/2019 (dd-mm-yyyy) up to 10.55 Hrs of 17/05/2019 .
F. Last Date of receipt of queries from bidders	Up to 16.00Hrs of 03/05/2019(dd-mm-yyyy)
G. Reply of queries by BSNL	Before 17.00 Hrs of 10/05/2019(dd-mm-yyyy)
H. Last Date of Submission of Tender and offline documents	17/05/2019(dd-mm-yyyy) up to 11.00 Hrs
I. Date & Time of Opening of Tender (Techno Commercial Bid only)	17/05/2019(dd-mm-yyyy) at 12.00 Hrs
J. Amount of Bid Security (In Rs.) against each item (K/S DNIT table at page 4)	In the form of a account payee demand draft/Bankers Cheque drawn in favour of the A O (A&P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar-751009 and payable at Bhubaneswar. <i>The A/c Payee DD drawn on any scheduled /National bank before the NIT date and/ or not payable at Bhubaneswar will not be considered.</i> The EMD can also be in the form of bank guarantee issued by a Nationalised/scheduled bank drawn in favour of CGMT, BSNL, Odisha Circle, Bhubaneswar and valid for a period of 180 days from the date of opening of Techno Commercial bid. The MSME firms having valid MSME/NSIC Registration Certificates are exempted from submitting EMD up to their monetary limits on production of requisite proof in respect of valid certification from MSME/NSIC for the tendered item.
K. Cost of Tender document against the item(Kindly see DNIT table at Page-4)	The Account payee DD/Banker's Cheque submitted towards Cost of Tender document is NON- REFUNDABLE . The payment will be accepted in the form of crossed demand draft/Banker's cheque only, drawn on any scheduled / nationalized bank in favour of the A O (A & P), BSNL, O/o CGMT, Odisha Circle, Bhubaneswar-751009 and payable at Bhubaneswar . The MSME firms having valid MSME/NSIC Registration Certificates are exempted from submitting cost of tender document up to their monetary limit on production of requisite proof in respect of valid certification from MSME/NSIC for the tendered item .The Account payee DD drawn before the NIT date will not be considered.

2. Purchase of Tender Document: As this is an e-Tender , the Tender document can be obtained only by downloading it from the website www.tenderwizard.com/BSNL

2.1 The bidders downloading the tender document are required to submit the tender fee (Along with applicable GST) amount through DD/ Banker's cheque along with their tender bid, failing which the tender bid shall be left archived unopened/rejected.

2.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME/NSIC for the tendered item.

3. Availability of Tender Document: The tender document shall be available for downloading from the website www.tenderwizard.com/BSNL on the dates as mentioned in the **Table-2** above.

3.1 As the tender is invited through online e-tendering process, so physical copy of the tender document would not be available for sale.

3.2 The **Tender Document Fee:- PI. Refer to Table No.1 Page- 4.**

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

4. Documents establishing bidder's eligibility & qualification which are to be uploaded electronically in E-tendering portal of ITI.
- i. Self attested copy of authorized service centre at Bhubaneswar. Proof in support of the document to be submitted.
 - ii. Self attested copy of valid GST registration certificate.
 - iii. Self attested copy of Certificate for no near relatives in BSNL/DOT/MTNL as per format - 6(B) of Section 6.
 - iv. Self attested copy of valid PAN .
 - v. Bank Guarantee/DD/EMBG as per DNIT of Rs 3,979/-(Rupees Three thousand Nine Hundred Seventy Nine only) towards EMD/Bid Security.
 - vi. Demand Draft for Tender document Fee as per DNIT (Rs 590/- incl. GST @ 18 %)
 - vii. Self attested copy of supply, installation, testing, commissioning of CC TV camera in State Govt./ Central Govt./ PSU/any reputed Pvt. Company for year 2016-17 & 2017-18. A certificate from the organization in regard to supply, installation & testing of CC TV camera may be furnished as proof for the period 2016-17 & 2017-18. The experience certificate should be issued not below the rank of DGM.
 - viii. Self attested copy of OEM certificate from a reputed brand.
 - ix. Self attested copy of Valid MSME/NSIC Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - x. Power of Attorney (Latest one with date) (If applicable) as per clause 14.3 of Section-4 Part-A.
 - xi. Self attested copy of Article of Association or Memorandum of Association or Partnership deed as applicable.
 - xii. Self attested copy of Certificate of Incorporation if applicable.
 - xiii. Self attested copy of Board resolution for the power delegation for executing the power of attorney, if applicable.
 - xiv. Self attested copy of list of all Board of Directors of the company with the name, telephone numbers, Director id's & address if applicable.
 - xv. Self attested copy of audited balance sheet & PL account for 16-17 & 17-18.
 - xvi. Self attested copy of registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India if applicable.

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

5. Bid Security/EMD: Kindly refer to Table No.2 (Page- 5) of this section.

6. Date & Time of Submission of Tender bids: As mentioned in SI no H of Table 2 of this section.

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

7. Opening of Tender Bids: As mentioned in SI no I of Table 2 of this section.

Note: - At the time of opening the bids, initially the envelope containing offline documents of all bidders will be opened. The Electronic envelope consisting Techno Commercial bids of only those bidders will be considered who have submitted documents as required for offline submissions as per Note 3 of Sec 2 of Tender Information.

8. Place of opening of Tender bids:

8.1 Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event(TOE) at the 3rd Floor, MM section, O/o CGMT, **Odisha Telecom Circle, BSNL Bhawan, Ashok Nagar, Unit-II, Bhubaneswar-751009** where BSNL's Tender Opening Officers would be conducting through online e-Tender.

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

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

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

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

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

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

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

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

S.No.	Contents of 1 st Envelope (Techno-Commercial Bid)
1	Self attested copy of authorized service centre at Bhubaneswar as per 4(i) of Sec-I Part A.
2	Self attested copy of valid GST registration certificate . as per 4(ii) of Sec-I Part A.
3	Self attested copy of valid PAN as per 4(iv) of Sec-I Part A.
4	Demand Draft for Tender document Fee as per DNIT (Rs 590/- incl. GST @ 18 %) as per 4(vi) of Sec-I Part A.
5	Bank Guarantee/DD/EMBG as per DNIT of Rs 3,979/-(Rupees Three thousand Nine Hundred Seventy Nine only) towards EMD/Bid Security. as per 4(v) of Sec-I Part A.
6	Self attested copy of supply, installation, testing, commissioning of CC TV camera in State Govt./ Central Govt./ PSU/any reputed Pvt. Company for year 2016-17& 2017-18.A certificate from the organization in regard to supply, installation & testing of CC TV camera may be furnished as proof for the period 2016-17 & 2017-18.The experience certificate should be issued not below the rank of DGM as per 4 (vii) of Sec-I part A.
7	Self attested copy of Valid MSE/NSIC Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted as per 4 (ix) of Sec-I part A.
8	Power of Attorney (Latest one with date) (If applicable) as per clause 14.3 of Section-4 Part-A.
9	Self attested copy of Article of Association or Memorandum of Association or Partnership deed as applicable as per 4 (xi) of Sec-I part A.
10	Self attested copy of OEM certificate from a reputed brand as per 4 (viii) of Sec-I part A.
11	Board resolution for the power delegation for executing the power of attorney, if applicable as per 4 (xiii) of Sec-I part A.
12	List of all Board of Directors of the company(if applicable) as per clause 4 (xiv) of Sec-I part A.
13	Copy of Certificate of Incorporation (if applicable) as per clause 4 (xii) of Sec-I part A.



14	Self attested copy of Certificate for no near relatives in BSNL/DOT/MTNL in format-6(B) of Section-6 as per clause 4 (iii) of Sec-I part A
15	Self attested copy of audited balance sheet & PL account for 16-17 & 17-18.
16	Self attested copy of Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India as per clause (xv) of Sec-I part A .
17	Self attested copy of Original Bid Form as per Section-9 Part-A.
18	Original Bid Document.(Signed with stamp in each page)
19	Self attested copy of Undertaking as per format-6(A) of Section-6.
20	Self attested copy of Clause-by-Clause compliance statement pursuant to clause 11.2 (c) Section-4 Part-A in the format of annexure-7(D) of Bid Document.
21	Self attested copy of Bidders profile as per Section-8
22	Self attested copy of No deviation Statement as per Annexure 7 (E)
23	Self attested copy of Original Price Schedule as per Section-9 Part-B to be uploaded in ETS portal only.
24	Self attested copy of a lay out map of the specific location of RTSD where the camera would be installed. enclosed with format at Section 10.
25	Self attested copy of Schedule of requirement & Technical Specification of the CC TV. (Section 3).

NOTE 8: -

(A) All the documents mentioned above needs to be filled up, signed , stamped and to be uploaded in ETS portal.

(B) The documents mentioned at Sl.No.4, 5 , 7 & 8 are to be submitted in Original to the Tender Inviting Officer off line in addition to the on line uploading of the scanned copy.

(C) All the documents to be uploaded as per serial no. in check list with suitable naming and serial no. for easy checking. If any scanned documents are not uploaded in ETS portal the Bidder shall be treated as Techno Commercially Non responsive and its financial bid shall not be opened.

SECTION – 1 (Part B)

N.I.T.



BHARAT SANCHAR NIGAM LIMITED

O/o CGMT, BSNL, Odisha Circle, Bhubaneswar

NOTICE INVITING e-TENDER

(ई-निबादा आमंत्रण सुचना)

TENDER NO. T-5/RTSD/CC TV/2018-19 /5

dated 26/04/2019

Sealed Open E-tenders are invited by “CGMT, BSNL, Odisha Circle” from the prospective bidders for supply, installation & testing of CC TV in RTSD, Satya Nagar, Bhubaneswar as detailed in Sec-I(A).

Last date of receipt of tender is 17/05/2019 up to 11:00 Hrs.

For further detailed information, kindly visit www.tenderwizard.com/BSNL or www.odisha.bsnl.co.in

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

TEL: 91-674- 2396166 FAX: 91-674- 2396680

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

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

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

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

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

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

a) Techno-commercial envelope shall contain:-

- i) EMD
- ii) Cost of the tender document i.e. tender fee.
- iii) **Original Power of Attorney** latest one with date in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.
- iv) MSME certificate/NSIC certificate (In case of MSME bidders) as a proof towards exemption of cost of bid document /EMD.

b) Financial envelope shall contain:

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

Note 3:- The following documents are required to be submitted offline to **DE(Stores) BSNL, Satyanagar , Bhubaneswar-751007 by speed post/courier /By hand or dropped in the tender box** on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: **“Do Not Open Before (due date & time of opening of tender) incl. Bidder name& address& contact No.**

- i) EMD – Bid security (original copy)
- ii) DD/ Banker’s cheque of Tender fee (Bid Document cost)(Non refundable)
- iii) **Original Power of Attorney** earliest one with date in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.
- iv) MSME certificate/NSIC certificate (In case of MSME bidders) as a proof towards exemption of cost of bid document /EMD.
- v) The bidder should hand over physically the letter of authorisation to TOC as per format-7(C) of bid document before the opening of Techno commercial bid.

Note :- The bidder has to upload the scanned copies of the above documents (SI no (i) to (iv) during on line bid submission in Tender wizard portal of BSNL.

“Non compliance of the above documents the bid will be liable for rejection at opening stage”.

4. NA.

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

6. Delivery Schedule: The delivery of goods and documents for the items shall be as per the scheduled delivery period of Purchase Order. Non-adherence of the above mentioned delivery period will attract imposition of penalty as per terms of tender documents.

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

SECTION- 3

(Schedule of Requirement & Technical Specifications)

Item	Quantity	Detailed Technical Specification	Complied (Yes/NO)
CC TV Camera	16 nos	2.4 MP/equivalent Full HD Array Bullet Camera - 50 Mtr. 1/2.7" 2.4 MP HQIS Pro Image Sensor 25/30fps@2.4MP DWDR, Day/Night(ICR), 2DNR, AWB, AGC, BLC Plug-n-Play HD/SD Camera 8 mm Lens Equipped with fine IR LEDs for clearer night vision Array Range of 50 Mtr. , IP66 Compatible with HDx, AHD, HDCVI, CVBS and HDTV DVRs of any reputed brand.	
DVR 32 channel	1 no	32 Ch. 720P HDCVI DVR Support HDCVI/Analog/IP Video input All channel 720P Real-time Recording H.264 dual-stream Video Compression HDMI / VGA / TV Simultaneous Video Output Support Multi-brand network cameras Support 2 SATA HDDs up to 8TB, 2 USB2.0 Mobile Software: I CMOB, g CMOB, w CMOB CMS Software: KVMS, KVMS Pro of any reputed brand.	
HDD for storages	1 no	2TB surveillance hard disk of any reputed brand.	
Power Supply Single Adapter for camera	16 no	12 Volt,5AMP of any reputed brand	
CC TV cable	1500 Mtr	3+1 water proof unarmoured cable ,Make Finolex/equivalent brand	
LED monitor	1 nos.	24" LED TV of any reputed brand.	
PVC Pipe	1000 Mtr	Good quality	
Flexible Pipe	200 Mtr.	Good Quality	

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

GENERAL INSTRUCTIONS TO BIDDERS (GIB)**1.0 DEFINITIONS**

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), Bhubaneswar
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier"** or **"The Vendor"** means the individual or firm supplying the goods under the contract.
- (d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **"Validation Not Applicable."**
- (i) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

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

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

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



5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives within **the date mentioned in the sl no F of table 2 Section 1 Part A**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent by FAX or by e-mail to all the prospective bidders who have received the bid documents through e-tendering portal www.tenderwizard.com/BSNL.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

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

7.0 DOCUMENTS COMPRISING THE BID

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

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 4 of Sec-I Part-A.
- (b) Bid Security furnished in accordance with Sl No J of Table-2 of Sec-I Part-A.
- (c) A Clause by Clause compliance as per clause 11.2 (c) below.
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8.0 BID FORM

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

9.0 BID PRICES

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

- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive

and rejected.

- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of CC TV and its accessories offered.
- 9.5 The price approved by BSNL for procurement will be inclusive of GST, packing, freight as mentioned in clause 9.1 subject to other terms and condition as stipulated in **clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document**. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the documents as per **clause 4 of Sec-1 part A** which is required as per terms and conditions of Bid Documents.
- 10.2 Documentary evidence for financial and technical capability
- a) Not applicable.
 - b) Not applicable.
- 10.3 Not Applicable.
- 10.4 Not Applicable.
- 10.5 Not Applicable
- 10.6. Not Applicable.
- 10.7** Not Applicable.

11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to **clause 7**, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) Not Applicable
 - (b) Not Applicable
 - (c) A clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3), General (Commercial) Conditions & Special (Commercial) Conditions, (Section- 5 Part A, B) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12.0 BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small &



Medium Enterprise for the tendered items will have to be attached alongwith 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 on placement of PO to the successful bidder within one week from the date of placement PO.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section..
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO/AWO and /or does not submit PBG & sign the contract/agreement in accordance with clause 28.
- Note:- The bidder shall mean individual /company/firm or the front bidder and its technology /consortium partner as applicable.

13.0 PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in **clause 2 of Tender Information**. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request to extend the validity of its bid , the EMD of such bidders shall be returned forthwith .In such cases, the bidder shall not be considered for further evaluation or ordering.

14.0 FORMAT AND SIGNING OF BID

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

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

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

14.3 Power of Attorney

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

15.0 SEALING AND MARKING OF BIDS

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

15.1.1 The bids may be called under Single Stage Bidding & Two Envelope System. The details of sealing & marking of bids in each case is given below:

15.1.2 Deleted

15.1.3 In Single stage bidding & two envelopes system e-tendering, the bidder shall submit his bid offline and in e-tendering portal online as per the clause 3 of Sec-2.

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

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

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

15.2 Venue of Tender Opening:

(i) **MM Section, Office of The CGMT, Odisha Telecom Circle, 3rd floor, BSNL Bhawan, Beside Indira Gandhi Park, Ashok Nagar, Unit-II , Bhubaneswar– 751009 at specified time & date as stated in SI No I of Table 2 of Sec-1 part A of D NIT.**

(ii) **If due to administrative reasons, the venue or of Bid opening is changed, it will be displayed in the e-tendering web-portal.**

15.3 If both the envelope is not sealed and marked as required at **clause 3 of Sec-2**(Tender information) , the bid shall be rejected.

16.0 SUBMISSION OF BIDS

16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in **SI No H of Table-2 at Section-I Part-A (i.e. DNIT.)**

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

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

17.0 LATE BIDS

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

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per clause 15.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER

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

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

- 19.2 **A maximum of one representative of any bidder shall be authorized and permitted to attend the bid opening.**

- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee
In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in DNIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to DE(Stores), Bhubaneswar-751007 for retention.

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

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

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

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

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

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

- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids



will be opened on next working day, time and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing within the date & time mentioned at SECTION – 1 Part A. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 **If any of the documents, required to be submitted along with the techno commercial bid either online or off line is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any additional clarification/wanting/missing documents within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.**

21.0 PRELIMINARY EVALUATION

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

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, Packing, Forwarding, Freight & Insurance charges etc. as arrived in **Col. 13** of the price schedule in the **Section-9 Part B** of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding Taxes which are creditable to BSNL. Further, the Bidder is also required to mention the Taxes(if any) applicable on the movement of Goods.



- (a) "Duties & Taxes & Cesses for which the firm has to furnish GST Challans/ Tax Invoices will be indicated separately in the PO/APO.
- (b) Vendors should furnish the correct HSN/SAC classification/customs tariff head in the Price schedule. If the credit for the Duties and Taxes and Cesses under provision/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- (c) In case the Duties & Taxes and Cesses which are not eligible for Input Tax Credit as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes and Cesses is admissible as per provision of GST Law, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes & Cesses if already paid to them, provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit .
The reform is also subject to the bidder performing necessary act for enabling BSNL to claim the credit Viz. Upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the Input Tax Credit provided such credit is still available for the amount so paid as per provision of GST Law.
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/Custom Tariff Head from the CGST/SGST/IGST authority or Custom Authority where the HSN or SAC classification/Custom Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST Act/ Custom Tariff notifications.
- (e) "If the supplier fails to furnish necessary supporting documents i.e. TAX/Custom Invoices etc. In respect of the Duties/Taxes and Cesses which are eligible for Input Tax Credit, the amount pertaining to such Duties/ Taxes and Cesses will be deducted from the payment due to the supplier."
- (f) "If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim Input Tax Credit, Then the amount pertaining to such Duties/ Taxes and Cesses will be deducted from the payment due to the supplier."
- (g) "If the supplier does not disclose the correct details on the Invoices or the GSTIN Viz. GSTIN, Place of supply etc. which restrict BSNL to claim Input Tax Credit, Then the amount pertaining to such Duties/ Taxes and Cesses will be deducted from the payment due to the supplier."

23.0 CONTACTING THE PURCHASER

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

24.0 PLACEMENT OF ORDER

- 24.1. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2 etc keeping other levies & charges unchanged.

- 24.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

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

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER

- 27.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at **Section- 7B**.
- 27.3 L-1 bidder shall be issued Advanced Purchase Order (APO).

28. SIGNING OF CONTRACT

- 28.1 The issue of Purchase order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 27.2, 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

**29. ANNULMENT OF AWARD**

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

30. QUALITY ASSURANCE REQUIREMENTS :- Not applicable.**31. REJECTION OF BIDS**

31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

a) **Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A & SI No (K) of Table-2 of Sec-1 part A** :- The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1, 12.2, the cost of bid document as per **SI No (K) of Table 2 of Sec-I Part A** and bid validity is less than the period prescribed in **Clause 13.1** mentioned above.

b) **Clause 2 of Section-4Part A:** If the eligibility condition as per clause 2 of Section 4 Part A is not met and / or documents prescribed to establish the eligibility as per clause 2 of section 4 part A are not enclosed, the bids will be rejected without further evaluation.

c) **Clause 11.2 (c) of section 4 part-A.** If clause by clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.

d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

f) Section-4 Part A clause 9.5 on discount which is reproduced below:-

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

31.2 Not Applicable

31.3 Not Applicable

31.4 Not Applicable.

31.5 Not Applicable.

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

In case of default by **bidder(s)/Vendor(s) such as:**

a. Does not supply the CC TV and its associated accessories in time.

b. CC TV and its associated accessories does not perform satisfactory in the field in accordance with the specifications

c. Any material loss occurred to BSNL due to poor or malfunctioning of CC TV shall be recovered by Purchaser from PBG.

33. NA**34. NEAR-RELATIONSHIP CERTIFICATE**

34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm



certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

- 34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as:-
- Members of a Hindu undivided family.
 - They are husband and wife.
 - The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 34.4. The format of the Near Relative certificate is given in Section 6 (B).

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

If any document/paper/certificate submitted by the participant bidder is found/discovered to be false / fabricated / tempered / manipulated either during the bid evaluation or during award of contract or there after then the purchaser will forfeit the EMD .

Note for tender opening committee: At the time of tender opening the TOC will check/verify that the documents confirming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain the veracity of the documents/papers and certificates. The documents/papers to be submitted in respective bid part have been explicitly stated in **clause No -7 of section-4 Part- A**. This open bid part which is already signed by the authorized representative of the bidder company during the bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.

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

36. Security Clause as per latest guidelines and requirement

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

37. **Reservation/ Procurement from MSE units:** The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed. The amendment to the above stated circular of MSME is done by BSNL CO New Delhi letter No:- CA/MMT/3-2/2018 dated 06.03.2019 of AGM(MMY),BSNL,CO,New Delhi.

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: Kindly refer to Clause -4 of Sec-I part-A

2. Bid Security

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

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

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

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

(i) The Purchaser intends to limit the number of technically and commercially responsive ONE(01)bidder from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against each individual tender for supply, testing & installation of CC TV in RTSD,Bhubaneswar . The distribution of the quantity shall be as given in Table 1 below.

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two Bidders	60%	40%	Nil	Nil	Nil
Three Bidders	50 %	30 %	20 %	Nil	Nil
Four Bidders	40%	30%	20%	10%	Nil
More than four bidders	40%	In the inverse ratio of their evaluated quoted prices.			

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)					Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	L3	L4	L5 & SO ON	
One bidder	75%	Nil	Nil	Nil	Nil	25%
Two Bidders	45%	30%	Nil	Nil	Nil	25 %
Three Bidders	37.5 %	22.5 %	15 %	Nil	Nil	25%
Four Bidders	30 %	22.5 %	15 %	7.5 %	Nil	25%
More than four bidders	30 %	In the inverse ratio of their evaluated quoted prices.				

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

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

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

Note 3: If L-1, etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table 1(B). In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be equally distributed amongst such eligible & willing MSE bidders subject to Para 2(ii) of DO No. 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) & amendment order no :- CA/MMT/3-2/2018 dated 06.03.2019 of AGM(MMY),BSNL ,CO,New Delhi.

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

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

Section- 4 Part C

E-tendering Instructions to Bidders

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

General

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

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

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

1. Tender Bidding Methodology:

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

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC) from Certificate Controlling Authority(CCA)
2. Register on electronic tendering system (ETS portal)
i.e <https://www.tenderwizard.com/BSNL>
3. Create User Id & password for participation in e-bidding on ETS portal
4. Login in and View Notice Inviting Tender (NIT) on ETS portal
5. Download the user manual for ETS by clicking on 'Click to view latest circulars / Formats / Manuals' on ETS portal and go through it.
6. Download Official Copy of Tender Documents from ETS
7. Clarification to the tender documents on ETS
 - i. Pre-bid Query to BSNL on ETS (Query can also be sent to BSNL through e-mail dertsdbn@gmail.com or through Fax No 0674-2572104).
 - ii. View response to queries posted by BSNL in ETS portal, as addenda.
8. **Bid-Submission on ETS portal:** It is advised to prepare & arrange all document/paper to be submitted for submission of bid online (scanned in PDF or .jpg format with appropriate naming of the files as mentioned in **checklist at Sec-1 Part A** and offline (Original) as per **Note 3 of Sec-2**.

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

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

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

9. Submission of offline documents :- kindly refer **Note 3 of Sec-2**.

10. Price Schedule/BOQ as per Sec-9 Part B (Excel Format) may be downloaded and rates



may be filled appropriately and uploaded in the ETS for submission before due date and time. This file may also be saved in a secret folder on your computer for your reference. Kindly do not change the file name or format else it may not be possible for uploading.

11. Attend Public On-line tender Opening event (TOE) on ETS opening of techno-commercial part

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

3. Digital Certificates

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

4. Method for submission of bid documents

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

4.1. Offline submission: Please refer to Note 3 of Sec-2.

4.2 Online submission: For details see Check list of **section-I part A** at page no 7 & 8..

Checklist for Bidder (Scanned copy of documents to be uploaded in the ETS Portal in order of SI No. as appeared in Check list available at **Section-1, Part-A, at Page no-7 & 8**)

Note:

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

5. Registration

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

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

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

BSNL's Contact Person	Mr. K C Pati. DE(Stores)
Telephone	0674-2572148 [between 11:00 hrs to 17:00 hrs on working days]
E-mail ID	dertsdbn@gmail.com
BSNL Contact-2	
BSNL's Contact Person	Mr. M . R. Sahoo, DE(Stores)
Telephone	0674- 2572134 [between 11:00 hrs to 17:00 hrs on working days]
E-mail ID	dertsdbn@gmail.com

7. Other Instructions

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

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS. The following '**FOUR KEY INSTRUCTIONS FOR BIDDERS**' must be assiduously adhered to:

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

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

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

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

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

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract. Any loss to BSNL due to malfunctioning of CC TV during warranty period shall be recovered from the PBG.

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in '**Section-7B**' of this Bid Document.

4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

5.1 Not Applicable.

5.2 Not Applicable

5.3 Not Applicable.

5.4 Not Applicable

5.5 Not Applicable.

5.6 Not Applicable.

6. DELIVERY AND DOCUMENTS

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

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

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

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

7. TRAINING (Not Applicable)**8. INCIDENTAL SERVICES**

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

(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;



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

9. SPARES (Not Applicable)

10. WARRANTY

- 10.1 The supplier shall warrant that the CC TV & its accessories 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 CC TV and its accessories, 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) 24(Twenty Four) months after the CC TV have been installed in RTSD, Bhubaneswar.
- 10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11. PAYMENT TERMS

- 11.1 Payment of 95% of the price shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
- (i) Invoice clearly indicating break up details of composite price i.e. Basic, GST and any other Duties and Taxes, Freight/Packing charges etc.
 - (ii) Certificate regarding satisfactory performance of CC TV & its accessories in RTSD by SDE(Stores) and countersigned by DE(Stores)
 - (iii) Proof of payment of GST & ITC Declaration certificate or equivalent documents
 - (iv) Warranty certificate as per clause 10 of Sec 5 Part A
 - (v) Not applicable.
 - (vi) Consignee receipt/LR/Goods carrier receipt
 - (vii) Timely uploading of correct & necessary information on GSTIN portal is mandatory as prescribed in GST Compliances.
 - (viii) e-way bill as prescribed in GST law in case of movement of goods.

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

6. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and / or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid **Statutory Returns** for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by BSNL in the customized format shared by BSNL in order to enable BSNL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable BSNL to claim **Input Tax Credit** in relation to any GST payable under this contract or in respect of any supply under this contract.
7. Bidders are required to ensure that in respect of invoices raised to BSNL, the correct invoices must appear in the GSTR 2A of BSNL. If the correct invoice does not appear in the GSTR 2A of BSNL then payment is still to be released but the GST component of the invoice is to be withheld. The withheld GST component is to be released only after the invoice is auto populated in GSTR 2A of BSNL within 180 days from the date of invoice. In case of reversal of Input Tax Credit due to non-appearance of invoices in GSTR 2A within said time limit, then interest amount may be recover from the pending payments of the bidders.
8. In case Input Tax Credit of GST is denied or demand is recovered from BSNL by the Central/ State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify BSNL in respect of all claims of tax, penalty and/ or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. BSNL, at its discretion, may also withheld/recover such disputed amount from the pending payments of the bidders.

11.2 .1 **The balance 5% payment shall be released after 24 months from the date of installation of CC TV in RTSD to ensure availability of Input Tax Credit (ITC) & subject to condition that there are no damage/shortages.** In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O. Further, in case of any dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which the Invoice pertains. Additionally, in case the dispute is not settled due to any act of the supplier and Input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier.

11.2 .2 100% Payment (in place of Payment % specified in clause 11.1 above) may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance Payment percentage of the value of supplies [specified in clause 11.2 above] valid for a minimum period of 24 months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In case purchaser intimates shortages/ damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at office of DE(Stores), Satya Nagar, Bhubaneswar and shall be released only after the cases are settled in accordance with the provisions available in the Purchase Order/ Tender document.

Note: (Not applicable)

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

12. PRICES

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

13. CHANGES IN PURCHASE ORDERS

- 13.1 Not applicable
- (a) Not Applicable.
 - (b) Not Applicable.
 - (c) Not Applicable.
 - (d) Not Applicable.
- 13.2 Not Applicable.

14. SUBCONTRACTS

No Sub contract is allowed in this tender.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

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



shall be forfeited.

(e) Not Applicable.

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

16. LIQUIDATED DAMAGES

16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given under any 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 30 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.

16.2 After the expiry of delivery period, the liquidated damages shall be levied as follows:

(a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

(b) Not Applicable.

(c) Not Applicable.

(d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.

(e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

16.3 Not Applicable.

16.4 Not Applicable.

(a) Not Applicable.

(b) Not Applicable.

(c) Not Applicable.

(d) Not Applicable.

(e) Not Applicable.

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

17. FORCE MAJEURE

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

of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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

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

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

- (a) failure to deliver and commission any or all of the goods within the time period(s) specified in the contract,.
- (b) failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactory in the field in accordance with the specification
- (d) Or any other default , Purchaser will take action as specified in clause 15.2 of this section.

19. TAX INDEMNITY

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

20. ARBITRATION

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

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

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

21. SET OFF

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

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other



contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier. GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

22. INTIMATION OF SUPPLY STATUS :- Not Applicable

23. DETAILS OF THE PRODUCT :- Not Applicable

24. FALL CLAUSE

24.1 Not Applicable.

(a) Not Applicable.

(b) Not Applicable

24.2 Not Applicable

24.3 Not Applicable

24.4 Not Applicable.

25. COURT JURISDICTION

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

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

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

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

26. General Guidelines:-

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

27. GST Invoice and Compliance:-

27.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

27.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

27.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.

27.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.

27.5 Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise

27.6 BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL.

27.7 It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.

27.8 E-waybill number should be mentioned on the invoices.

27.9. Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

(a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost would be borne by supplier.

(b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the



responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mismatch. The compliances to be adhered by supplier include (but is not limited to) the following:

- (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
- (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
- (iii) Supplier needs to pay the entire self-assessed tax on timely basis.

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

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

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

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

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

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

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(To be provided by User cell)

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

1. Quality Assurance and Testing:-

a) Not Applicable

b) Not Applicable.

2. Spares:(NA)

3. Loading: Not Applicable.

4 & 5: - NA

6. PRICE VARIATION CLAUSE: - NA

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The Bidder hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

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

Date: _____

Signature of Bidder

Place: _____

Name of Tenderer _____
Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

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

Signature of the Bidder
With date and seal

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

**SECTION-7
PROFORMAS**

7(A) For the BIDSECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

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

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

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



forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

Place: _____

Date: _____

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

Authorized Power of Attorney Number: _____.

Name of the Bank officer: _____.

Designation: _____

Complete Postal address of Bank: _____

Telephone Numbers _____.

Fax numbers _____

7(B) For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

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

Now at the request of the Bidder, WeBankBranch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

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

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

Place: _____

Date: _____

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: _____

Name of the Bank officer: _____

Designation: _____

Complete Postal address of Bank: _____

Telephone Numbers _____.

Fax numbers _____

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

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms.have submitted our bid for the tender no.in respect of..... (Item of work) which is due to open on(date) in the MM Section, 3rd Floor,BSNL Bhawan,O/o...CGMT,Bhubaneswar,751009.....

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

Signature of the Representative

Name of the Representative

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

Signature of the alternative Representative

Name of the alternative Representative

Above Signatures Attested

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

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

7(D)- CLAUSE BY CLAUSE COMPLIANCE

ANNEXURE-‘A’

CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

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

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

Signature of the Bidder:

Name in Block Letters.....

with Company Seal

*

7(E)- NO DEVIATION STATEMENT

ANNEXURE-‘B’

NODEVIATIONSTATEMENT

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

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

Signature of the Bidder:

Name in Block Letters.....

with Company Seal

Section-8
Bidders Profile & Questionnaire
 (To be filled in and submitted by the bidder)

A) Tenderer's Profile

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

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
7. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

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

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

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

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

4. Suggestion for improvement of the tender document.

.....
.....
.....

Place _____.

Signature of contractor _____

Date _____

Name of Contractor _____

SECTION-9 Part-A

BID FORM

To

From,

<completeaddressofthepurchaser>

<completeaddressoftheBidder>

Bidder's Reference No: _____ Dated _____

Ref: Your Tender Enquiry No _____ dated _____

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. _____ dated _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____ in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **150** days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20____

Witness
Signature _____
Name _____
Address _____.

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

SECTION-9 Part-B
Part I - Price Schedule

S.N.	NAME OF THE ITEM	Total Quantity	Basic Unit Price excluding all Taxes & Charges	FF Packing		GOODS AND SERVICE TAX						All Inclusive Unit Cost	Total Price	HSN for Goods & SAC for Service Code	GSTIN No. of the Vendor
						CGST		SGST		IGST					
				Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount				
1	2	3	4	5	6=(5X4)	7	8 = 7 X (4+6)	9	10 = 9 X (4+6)	11	12 = 11X (4+6)	13=4+6+[{8+10} or 12]	14=13X3	15	16
1	CC TV Camera	16 nos.													
2	DVR 32 channel	1 no													
3	HDD for storages	1 no.													
4	Power Supply Single	16 no													
5	CC TV cable	1500 Mtr													
6	LED monitor (24")	1 nos.													
7	PVC Pipe	1000 Mtr													
8	Flexible Pipe	200 Mtr.													
9	Labour charges for Digging	Lump sum													
10	Installation Charge	Lump sum													

Note: Evaluation will be done on composite basis.

NOTE FOR BIDDER:-

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

DECLARATION BY BIDDER:-

- "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST ACT introduce w.e.f. 1st July 2017 and further extended on more items till date.
- " We hereby certify that HSN/SAC shown in Col.15 are correct & credit of **GST** for the amount shown in column 14 above are admissible as per GST Rules.

Signature of the Bidder:

Name in Block Letters with Company Seal

Section 10 (Lay out Map)

Sl.No.	Location of camera	Type of camera	Range (In Mtr)	Fully Complied(Yes/NO)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

Declaration by the bidder :- We do hereby declare that we have surveyed the main and Annex yard of RTSD ,Bhubaneswar and undertake that the type of camera to be installed in the desired location would give the clear, reliable and transparent picture round the clock during rainy season, and in all the adverse climatic conditions. If any loss occurs due to malfunctioning, poor materials, bad workmanship during the functioning of CC TV camera , the loss occurred to BSNL shall be recovered from my performance security.

Note:- A lay out map signed by bidder should be enclosed with Section 10 & to be furnished with Techno Commercial bid in ETS portal

Signature of the Tenderer

Read ,understood ,Agreed and complied with

Signature of the tenderer with seal.