



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprises)

भारत संचार निगम लिमिटेड
(भारत सरकार का अपक्रम)

CHENNAI TELEPHONES

***Limited e-Tender for Supply of 600 Nos. of
Biometric Authentication Device***

Tender No.AGM(S&M)-CM II/BSNL Swift/Ekyc/2017-18/59
Dated 16-03-2018

Date of Opening: 1430 Hrs on 28-03-2018

*Bharat Sanchar Nigam Limited
Chennai Telephones
AGM (S&M)-M II
O/o.GM (S&M)-CM,
No.10, DAMS Road, Chennai – 600 002.
Tele. No.: 044 – 28519993*

The Tender Document can be downloaded from the web site. However the cost of the Tender document Rs.590 /- is to be submitted along with the Tender in the form of DD obtained from a Scheduled Bank in favour of "AO (Cash) CBA, BSNL, Chennai Telephones" payable at Chennai.



O/o THE GENERAL MANAGER (S&M) – CM,
BSNL CHENNAI TELEPHONES
V Floor, Anna Road Telephone Exchange Building,
No.10, DAMS Road, Chennai 600 002.

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BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

CHENNAI TELECOM DISTRICT

5th Floor, Annaroad Tele. Exge Building, DAMS Road, Chennai - 600 002.

Tender No.AGM(S&M)-CM II/BSNL Swift/Ekyc/2017-18/59 Dated 16-03-2018

SECTION – 1

DETAILED NOTICE INVITING TENDER (DNIT)

1.0 General Manager (S&M) - CM, BSNL, Chennai Telephones invites wax / tape sealed tenders from eligible bidders for Supply of Biometric Authentication Devices in Chennai Telecom District.

Sl. No.	ITEM	Qty	EMD in
01	Supply of Biometric Authentication Devices for CHTD (as per UIDAI Biometric Device Specifications)	600 Nos.	₹ 45,600/- (Rupees Forty Five Thousand and Six Hundred only)

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

2.0 **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website www.chennai.bsnl.co.in following link for “E-Tenders” by Chennai Telephones.

Note: 1. The tender document for participating in e-Tender shall be available for downloading from ITI, <https://www.tenderwizard.com/BSNL> from **1100 Hrs of 16-03-2018 to 1355 Hrs of 28-03-2018.**

2. Bidders must register on e-tender portal, if not already registered earlier and follow all instructions for participating in bidding for the tender.

3. The bidder cannot participate in the tender without downloading official copy of the tender document.

2.1 The bidders downloading the tender document are required to submit the tender fee amount through DD/Banker’s Cheque along with their tender bid failing which the tender bid shall be left archived unopened or rejected.

2.2 The DD/ Bankers cheque from any nationalized /scheduled bank for an amount of ₹ 590/- drawn in favour of **AO (Cash) CBA, BSNL, Chennai Telecom District** payable at **Chennai.**

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

3.0 Availability of tender Document: The Tender document for participating in e-Tender shall be available for downloading from **1100 Hrs of 16-03-2018 to 1355 Hrs of 28-03-2018.**

3.1 The physical copy of the tender document would not be available for sale as the tender is invited through e-tendering process.

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4.0 ELIGIBILITY CRITERIA FOR BIDDERS:

- 4.1 The bidders should be registered manufacturer / authorized agents/ distributors/ dealer of Biometric Devices.
- 4.2 The bidder should have successfully executed commercial orders for supply of the tendered item during the last 2 years (put together) considered from the date of publication of NIT, issued by BSNL or any reputed firms.
Performance certificate for having satisfactorily supplied the tendered item issued by an Officer not below the rank of AGM /DE in BSNL/MTNL or Competent Authority in case of other organization(s) or Govt. depts. to be enclosed.
- 4.3 In case the bidder is not a manufacturer, valid dealership/distributorship certificate to be enclosed & the Biometric device offered shall be authorized by the manufacturer. (Authorization letter from manufacturer to be enclosed).
- 4.4 The tenderer should have valid Goods and Service Tax Registration No(s)
- 4.5 The Bidder should have PAN No (In case of Partnership / Pvt Ltd firm PAN No of firm is required & in case of Proprietorship firm PAN No of proprietor is to be enclosed).
- 4.6 Copy of Income Tax returns filed for Assessment years 2016-17 & 2017-18 to be enclosed.
- 4.7 A Self declaration along with the evidence that the bidder is not blacklisted by GST authorities.
- 4.8 In case of multiple GST numbers, all the numbers can be provided as Annexure.

5.0 Bidder's Security/ EMD:

- 5.1 The bidder shall furnish the bid EMD of ₹ 45,600/- in one of the following ways.
- a) Demand Draft/ Banker's cheque drawn in favour of "**AO (Cash) CBA, BSNL, Chennai Telephones**" payable at **Chennai**
 - b) Bank Guarantee from a scheduled bank drawn in favour of General Manager (S&M)-CM, Chennai Telecom District, Chennai, which should be valid for **210 days** from the tender opening date.
- 5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

6.0 Date & Time of Submission of Tender bid:

- 1) Last Date / Time of submission of Bid Online is Up to **14.00 Hrs** on **28-03-2018**.
- 2) Last Date/Time of Submission of documents in hardcopy is up to **1400 Hrs** on **28-03-2018**.

The bidders should

- i) Upload only the entire Tender document digitally signed as MainBid in the Technical Bid.
- ii) Upload only the scanned copy of Price Schedule (Section-9, Part-B) as Main Bid in the Financial Bid.

7.0 Online opening of Tender Bids: At 1430 Hrs of 28-03-2018.

Note 2: 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 in our website www.chennai.bsnl.co.in

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8.0 Place of opening of Tender bids:

8.1 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

8.2 However, if required, authorized representatives of bidders (i.e., Supplier organization) can attend the TOE at the O/o The GM (S&M)-CM, BSNL Chennai Telphones, 5th Floor, Annaroad Telephone Exchange Building, DAMS Road, Chennai – 600 002 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

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

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

11.0 GM (S&M)–CM, BSNL Chennai Telecom District 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.

12.0 The bidder shall furnish a declaration 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 e-Tender portal <https://www.tenderwizard.com>

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 3: 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 4: All computer generated documents should be duly signed/attested by the bidder/ vendor organization.

AGM (S&M)-CM II
BSNL, CHTD.

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Section- 2
Tender Information

- 1.0 Type of tender** : Single stage bidding & Two Envelope System.
E-Reverse Auction (In case of tenders invited through e-tendering only): Yes, if required.

Note 1: The bids will be evaluated Techno-commercially and financial bids of techno-Commercially compliant bidders only shall be opened.

- 2.0 Bid Validity Period / Validity of bid Offer for acceptance by BSNL** : **180 days** from the tender opening date and can be extended.

- 3.0** The tender offer shall contain two envelopes viz. Techno-commercial and financial envelope which will contain one set of the following documents only:

a) Techno-Commercial Envelop shall contain:

- i) Bid Security / EMD / valid NSIC.
- ii) Document fee by DD.
- iii) Bid form duly completed (Section 9 Part A).
- iv) All Documents mentioned in **Clause 4 of Section 1 & clause 10 of Section 4.**

b) Financial envelope shall contain:

- i. Electronic Form – Financial along with Price Schedule (Section 9 Part-B) as per online price Bid template with all relevant bid annexure duly filled and signed.
- ii. Price Schedule duly filled & signed. Section 9 Part B

4.0 Payment terms:

- 4.1** 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, Goods and Services Tax (GST), any other Duties and Taxes, freight / packing charges, etc.
- (ii) Acknowledged Delivery Challan.
- (iii) Supplier Certificate for Dispatch.
- (iv) E-way bill as prescribed in the GST law in case of movement of goods.
- (v) Test report by BSNL, CHTD for having received the item.
- (vi) Consignee receipt.
- (vii) Proof of payment of GST, if applicable
- (viii) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST Companies

Note: 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc., and also fails to upload the information on GSTN in respect of the 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 GSTR 1 and GSTR-3 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).

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- 4.2 (i) The balance 5% payment shall be made within a period of 6 months from invoice date to ensure availability of input tax credit (ITC) & subject to condition that there are no damage / shortages. In those cases where such shortages/damages are intimated to the supplier in writing. The balance payment shall be released only after the cases are settled in accordance with the provision of the P.O. Further, in case of any dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains. Additionally, in case the dispute is not settled due to any act of the supplier and input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier.
- (ii) 100% payment (in place of 95%) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 5% of the value of supplies valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In those cases, where such shortages/damages are intimated to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Bid Document/Purchase Order. In case, where the additional Bank Guarantee for 5% is not provided, then the payment will be settled as per clauses 4.1 & 4.2 (i) mentioned above.
- 4.3 (i) Form "C" & also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder at the end of each quarter.
- (ii) **No Payment will be made for goods rejected at the site on testing.**
- (iii) No Part payment will be entertained.
- (iv) Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.
- 4.4 The payments due to the contractor / supplier will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / supplier. Contractor / Supplier should submit the Vendor form as in Annexure-2 duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.
- 4.5 The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/supplier. The bidder company are required to give the following information for this purpose: –
- i. Beneficiary Bank Name:
 - ii. IFSC Code of Beneficiary Branch:
 - iii. Beneficiary Account No.:
 - iv. Branch Serial No. (MICR No.):

5.0 Delivery period: Four Weeks from the date of Issue of Purchase Order.

6.0 No. of bidders to be awarded: One L-1 Bidder

- 6.1 The Purchaser intends to limit the number of technically & commercially responsive bidders to the **first One** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The bidder with the lowest evaluated price will be considered for **100%** of the tendered quantity.

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- 7.0 Evaluation Selection Criteria:** The evaluation of the bids will be carried out on L-1 rate.
- 8.0 CONSIGNEE:** : AGM (S&M) – CM II,
BSNL, CHENNAI TELECOM DISTRICT,
5th FLOOR, ANNAROAD TELE. EXGE BLDG.,
No.10, DAMS Road,
CHENNAI – 600 002.
- 9.0 PAYING AUTHORITY** : AO CENTRAL SETTLEMENT CELL
BSNL, KUSHKUMAR ROAD, CHENNAI
- 10.0 Validity of the tender** : The validity of the tender is for One-year period
from the date of acceptance of APO/ LOI & may be
extended for further period on mutual consent.
- 11.0 Order Schedule** : The total quantity is likely to be ordered in
Single Installment.
- 12. Warranty** : One year from the date of Supply of items.

AGM (S&M)-CM II,
BSNL, CHTD.

SECTION- 3 Part A & B
Scope & Technical Specification

Scope: This tender is for supply of Biometric devices for Chennai Telecom District. The Biometric authentication devices shall be certified by STQC & should be compatible for Mobiles and PCs.

Technical Specification: The Biometric device should be UIDAI Certified Biometric Authentication Device and comply the latest device Specifications as per UIDAI guidelines. The device should be in any one of the models mentioned below.

- 1) Morpho Safran (MSO 1300 E2/E3)
- 2) Mantra (MFS 100)
- 3) Startek (FM220)
- 4) Secuzen (Hamster Pro 20)

The device supplied should have the feature of locking the device for BSNL.

Make / Brand quoted: - _____

SECTION-3 Part C
Schedule of Requirements

Sl. No.	Item	Qty
01	Biometric Authentication devices	600

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**SECTION 4 Part A
INSTRUCTIONS TO BIDDERS**

1. DEFINITIONS:

- a) **“The Purchaser”** means the Bharat Sanchar Nigam Limited, Office of the Deputy General Manager (S&M)-CM, Chennai Telecom District, 5th floor, Annaroad Telephone Exchange Building, DAMs Road, Chennai – 600 002.
- b) **“The Bidder”** means the individual or firm who participate in the tender and submits its bid.
- c) **“The Supplier”** means the individual or firm supplying the goods under the Contract.
- d) **“The Goods”** means all equipment, machinery and / or other materials which the supplier is required to supply to the Purchaser under the Contract.
- e) **“The Advance Purchase Order”** means the intention of the Purchaser to place the Purchase Order on the bidder.
- f) **“The Purchase Order”** means the order placed by the Purchaser on the supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase Order shall be deemed as “contract” appearing in the document.
- g) **“The Contract Price”** means the price payable to the Supplier under the Purchase Order for the full and proper performance of its contractual obligations.
- h) **“Validation”** is a process of testing the equipment as per the specifications including requirements for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. ELIGIBLE BIDDERS:

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

3. COST OF BIDDING:

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

4. DOCUMENTS REQUIRED

- 4.1 The goods required to be supplied; bidding procedures & contract terms and conditions are prescribed in the bid documents

The Bid Documents include:

- a. Detailed Notice Inviting Tender (Section 1)
- b. Tender Information (Section 2)
- c. Scope of work & Technical Specification (Section 3)

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- d. Instructions to bidders (Section 4)
- e. General (Commercial) Conditions of Contract (Section-5)
- f. Undertaking & Declaration [Section -6 (A)]
- g. Near Relationship Certificate [Section 6(B)]
- h. Proforma for Bid security/EMD Guarantee [Section (7A)]
- i. Performance Guarantee [Section (7B)]
- j. Letter of authorization to attend bid opening. [Section (7C)]
- k. Bidder's/ Tenderer's profile & Questionnaire (Section 8)
- l. Bid Form (Section-9 Part A)
- m. Price Schedule (Section-9, Part B)
- n. Declaration(Annexure-1)
- o. Vendor Creation (Annexure-2)
- p. Pre Receipt(Annexure-3)
- q. Certificate for no modification (Annexure-4)
- r. Proforma Power of Attorney. (Annexure-5)

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

5. CLARIFICATION OF BID DOCUMENTS:

5.1. The prospective bidder, requiring any clarification on the bid documents shall submit his queries through e-Tender Portal and also notify the purchaser in writing or by FAX at the purchaser's mailing address 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 **not later than 10 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the purchaser shall be uploaded as clarification to the concerned tenderer on TENDER WIZARD portal, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from TENDER WIZARD portal.

5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS:

6.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments. Amendments, if any, to the tender document will be notified in the above website then and there. It is the responsibility of the vendors who download the tender document to note these amendments and submit tenders accordingly.

6.2 The Amendments shall be notified in writing through e-Tender portal 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 (min 7 days) 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.

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7.0 DOCUMENTS COMPRISING THE BID: Kindly refer Clause 3 of Section 2 i.e Tender Information

7.1 The bidder shall furnish as part of the bid documents establishing the bidder's eligibility, the documents as noted in Clause 3 of Section 2 or whichever required as per terms and conditions of Bid documents. The bid prepared by the bidder shall ensure the availability of the following components. Bidders to note that scanned copy of all the relevant documents as listed in Clause 3 of Section 2 are required to be uploaded on the Tender Wizard Portal and original documents attested /authorized are to be submitted offline in a sealed envelope to AGM (S&M)-CM II, O/o.GM (S&M)-CM, V Floor, Annaroad Telephone Exchange Building, No.10, DAMS Road, Chennai 600 002.

8.0 BID FORM:

The Bidder shall complete the Bid Form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per Section 9.

9.0 BID PRICES:

9.1 The bidder shall quote as per the price schedule given in the Section-9, Part B for the required item.

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, GST (CGST, SGST, IGST), Freight, Forwarding, Packing, Insurance and any other Levies/ Charges 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 given in schedule of requirement at clause 1 Section 1.

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

9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.

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

9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

9.7 Any information related to the prices of the material shall appear in the section 9, part B

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

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

i) Certificate of incorporation/Firm Registration Certificate.

ii) Memorandum & Articles of Association or partnership deed or Proprietor ship deed as the case may be. In case of sole proprietorship, an affidavit to be furnished that "he is the sole proprietor of the firm and he is accountable to all tax liabilities of the said firm "(It should be on Non Judicial stamp paper duly attested by a Notary Public or registered before Sub Registrar of the State(s) concerned)

iii) Latest Resolutions in case of any change in partners/Directors.

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- iv) Copy of valid PAN.
 - v) Latest and valid NSIC Certificate duly certified by NSIC (if applicable)
 - vi) Copy of GST Certificate.
 - vii) Power of Attorney as per clause 14.3 (a) & (d) and Authorization for executing the power of Attorney as per clause 14.3 (b) & (c).
 - viii) Near Relationship Certificate in accordance with clause 34 as per format available in Section 6(B) (In case of proprietorship firm, Certificate to be given by the proprietor, for partnership firm certificate to be given by all partners, and in case of Limited Company, certificate to be given by all Directors of the Company]
 - ix) No Modification in Certificate in case of website downloaded document.
 - x) Duly filled Bidder's/Tenderer's Profile as per section 8
 - xi) Declaration in the format given in Annexure-1, that the firm has not been blacklisted.
 - xii) Undertaking & Declaration as per Section 6(A)
- 10.2 Documents required for fulfilling eligibility conditions as per clause 4 of detailed NIT (Section I).
- 11.0 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:**
- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 12. BID SECURITY: (EMD)**
- 12.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, a Bid Security for an amount of Rs. 45,600 /- (Rupees Forty-Five Thousand Six Hundred Only). The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under SINGLE POINT REGISTRATION SCHEME, are exempted from payment of bid security up to the amount equal to their monitory limit or Rs.50 Lakhs whichever is lower.
- A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.
 - The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of its presentation.
 - The unit claiming concession of NSIC is required to submit its monthly turnover in Support of its claim for meeting the delivery schedule.
- 12.2 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
- 12.3 The bid security shall be in the form of Bank Guarantee issued by a Scheduled Bank in favour of the purchaser valid for a period of **180 days** from the date of tender (Technical Bid) opening or Demand Draft drawn in favour of "**AO (Cash) CBA, BSNL, Chennai Telephones**" payable at **Chennai**.
- 12.4 The bid not secured in accordance with para 12.1 and 12.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage.
- 12.5 The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Purchaser pursuant to Clause 13.

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- 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 25 & furnishing the performance security.
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO/AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

13. PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for **180** days from the date of opening of (Technical) bids prescribed by the purchaser, pursuant to Clause 19. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12, shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14. FORMAT AND SIGNING OF BID:

This tender is a Single Stage bidding & Two Cover format system.

- 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.
- 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 signed digitally 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 shall be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
 - (c) In case of the bidder being a firm, the said Power of Attorney should be executed by

SIGNATURE OF THE TENDERER _____

all the partner(s) in favour of the said Attorney.

- (d) Attestation of the specimen signatures of authorized signatory of the bid 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.

One original set of Prime eligibility conditions, Technical bids, financial bids in separate covers may also be sent to AGM (S&M)-CM II, V Floor, Annaroad Telephone Exchange Building, No.10, DAMS Road, Chennai 600 002.

15. SEALING AND MARKING OF BIDS: (The bid shall be 'Single Stage Bidding & Two envelop system)

- 15.1 The bid should be submitted as per clause 3 of tender Information.
The bid should be submitted using Two Envelope methodology. The **first Envelope [Envelope "A"] will be named as Techno-commercial bid which will contain the documents of bidder's satisfying eligibility /technical & Commercial Conditions as per clause 2 & 10 with Bid security as per clause 12 and document fee in the form of DD. The second envelope [Envelope "B"] will be named as Financial bid containing Price schedule as per Section 9, Part B**

The bidder should furnish all the above documents for establishing the bidder's eligibility whichever is applicable as per terms & conditions. The bids are liable to be rejected if the required documents are not submitted.

Technical and Commercial bids (**Envelope 'A'**) & Price bids (**Envelope 'B'**) both are to be sealed in separate covers and to be submitted in one Big envelope (Sealed) containing both the covers. Technical and Commercial bids in Envelope A should essentially contain EMD.

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder

- 15.2 a) All the envelope shall be addressed to Purchaser at the following address:

**Assistant General Manager (S&M) CM II,
BSNL, Chennai Telecom District,
No.10 DAMS Road,
CHENNAI – 600 002.**

- b) All the envelopes shall bear the words "**Supply of Biometric Authentication Devices for CHTD**", the tender No. _____ and the words "DO NOT OPEN BEFORE _____ at 1430 hours" in bold letters on top.
- c) The envelope shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared 'late' or rejected.
- d) Tender may be sent by Registered Post or delivered in person in above mentioned address given in Clause 15.2 (a) above. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

SIGNATURE OF THE TENDERER _____

- e) Bids delivered in person up-to the day of tender opening shall be delivered up-to 1400 hrs in the Tender Box kept at the Office of GM (S&M) CM, V Floor, Annaroad Telephone Exchange Building, No.10, DAMs Road, Chennai-2 **before the due time and due date.** The Purchaser shall not be responsible if the bids are delivered elsewhere.
- f) **VENUE OF TENDER OPENING:** O/o GM (S&M)-CM, CHTD, 5th Floor, Annaroad Telephone Exchange Building, No.10, DAMs Road, Chennai-2.

15.3 If the envelopes are not sealed and marked as required at para 15.1& 15.2, the bid shall be rejected.

16.0 SUBMISSION OF BIDS:

16.1 Bids must be submitted by the bidder on or before the specified date & time indicated in clause 6 of Section 1 i.e DNIT.

16.2 The Purchaser may, at his 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 his bid offer against a set of bid documents purchased by him for all or some of the system/equipment as per required 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 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

18.2 The bidder's modification, revision or withdrawal notice shall be authenticated 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, in the presence of bidders or their authorized representatives who choose to attend at due time on due date. The bidder representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening. (A Format is given in enclosed Section 7 C).

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

19.3 The Bidders name, Bid prices, modifications, Bid withdrawals and such other details as the purchaser at its discretion, may consider appropriate will be announced at the time of opening.

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 and venue remaining unaltered.

20. CLARIFICATION OF BIDS:

- 20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may at its discretion ask the bidder for the clarification of its bid. The request for clarification and response shall be in writing. **However, no post bid clarification at the initiative of the bidder, shall be entertained.**
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be 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 14 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

22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The purchaser shall evaluate in details and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc. as arrived in Col.16 of Price schedule in Section 9 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) Suppliers should furnish the correct HSN / SAC classification / Customs tariff Head in the price Schedule. If the credit for the duties, 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 suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest 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 suppliers 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 suppliers will be liable to refund the amount equivalent of such Duties, Taxes and 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 refund 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 / Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification / Customs 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/ Customs Tariff notifications.
- (e) "If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs 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 firm."

23.0 CONTACTING THE PURCHASER:

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

24.0 PLACEMENT OF ORDER: The total quantity required will be ordered in single installment.

- 24.1. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25.0 PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- (a) The purchaser will have 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 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 earliest date of acceptance of APO at the same rate negotiated (downwardly) with the existing vendors considering 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 & fresh.

- (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 earliest date of acceptance of APO 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.

26.0 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 the Purchaser's action.

27.0 ISSUE OF ADVANCE PURCHASE ORDER:

- 27.1 The issue of 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 advance purchase order, give his acceptance along with performance security in conformity with the bid document at Section 7B.

28.0 SIGNING OF CONTRACT:

- 28.1 The issue of Purchase Order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12. Except in case of L-1 bidder whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity.

29.0 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 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.

30.0 Clause Deleted

31.0 REJECTION OF BIDS:

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

- a) **Clause 12.1 12.2 & 13.1 of Section 4:** The bids will be rejected at opening stage if Bid Security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) **Clause 2 & 10 of Section 4:** If the eligibility conditions as per Clause 2 of Section 4 is not met and / or documents prescribed to establish the eligibility as per Clause 10 of Section 4 are not enclosed, the bids will be rejected without further evaluation.

- c) Section-9, Part B Price Schedule: Prices are not filled in as prescribed in price schedule.
- d) Section-4 clause 9.5 on discount which is reproduced below: - "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The In-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of Tender opening and number of representations received in Bid opening by Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion
- 32.1 ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT.:**
In case of default by Bidder(s)/ Vendor(s) such as
- Does not supply the equipment in time;
 - Equipment does not perform satisfactory in the field in accordance with the specifications;
 - Or any other default whose complete list is enclosed in Appendix-1.
- Purchaser will take action as specified in Appendix-1 of this section.
- 33.0 Clause deleted**
- 34.0 NEAR-RELATIONSHIP CERTIFICATE:**
- 34.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below 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. 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 the purchaser will not pay any damage to the company or firm or the concerned person.

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

34.3 The near relatives for this purpose are defined as: -

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

34.4 The format of the certificate to be given in Section 6 (B).

35.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES:

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

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

SECTION - 4 Part B

E-tendering instructions to Bidders

General

The Special Instructions (e-Tendering instructions to bidders) supplement 'Instruction to Bidders', as enclosed in the E-tender Document.

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement.

For conducting electronic tendering, BSNL, Chennai Telephones has decided to use the portal (<http://www.tenderwizard.com>) through ITI, a Government of India Undertaking.

Benefits to Suppliers are outlined on the Home-page of the portal.

1. Tender Bidding Methodology

Sealed Bid System – 'Single Stage - Two Envelopes', **followed by 'e-Reverse Auction' after opening of Financial-part, if required.**

In case of two envelope system financial and 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)
2. Register on Electronic Tendering System® (TENDER WIZARD)
3. Create Users and assign roles on TENDER WIZARD
4. View Notice Inviting Tender (NIT) on TENDER WIZARD
5. Download Official Copy of Tender Documents from TENDER WIZARD
6. Clarification to Tender Documents on TENDER WIZARD
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL
7. Bid-Submission on TENDER WIZARD
8. Attend Public Online Tender Opening Event (TOE) on TENDER WIZARD
 - Opening of Technical-Part
9. Post-TOE Clarification on TENDER WIZARD (Optional)
 - Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on TENDER WIZARD
 - Opening of Financial-Part (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on TENDER WIZARD if required by BSNL.

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 TENDER WIZARD.

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to 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. Registration and Training

To use the ElectronicTender® portal (<http://www.tenderwizard.com>) vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In TENDER WIZARD terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

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

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

The entire bid-submission would be online on TENDER WIZARD portal. Broad outline of submissions are as follows:

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

6. Offline Submissions

1. EMD
2. Bid Security in original
3. Tender fee
4. Power of attorney in accordance with 14.3 Sec.4 PartA

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

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in TENDER WIZARD in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multiword sentence with spaces between words (e.g., I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in TENDER WIZARD is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

TENDER WIZARD offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening

Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e., Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

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

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

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

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

9. E-Reverse Auction

E-Reverse Auction would be conducted item wise on net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

Sl No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	One or Two hours
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	5 minutes
3.2	Automatic Extension Time-Duration	10 minutes
3.3	Maximum no of Auto-Extension	6 Automatic Extension
4	Criteria of Bid-Acceptance	'Beat on Starting Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	L1 of the respective item of Financial-Part
6	Minimum Bid-Decrement	Will be intimated later
7	Display of 'Pseudo Identity' of Bidders during bidding	All Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current Rank	Yes

Note: Parameters at Sl. No. 5 & 6 shall be confirmed after opening and evaluation of financial bid parts.

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal ([https:// www.Tender Wizard-india-electronictender.com](https://www.Tender Wizard-india-electronictender.com)), and go to the User-Guidance Center. The help information provided through 'TENDER WIZARD User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

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 TENDER WIZARD.

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on TENDER WIZARD
2. Register your organization on TENDER WIZARD well in advance of your first tender submission deadline on TENDER WIZARD.
3. Get your organization's concerned executives trained on TENDER WIZARD well in advance of your first tender submission deadline on TENDER WIZARD.
4. Submit your bids well in advance of tender submission deadline on TENDER WIZARD (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc).

While the first three instructions mentioned above are especially relevant to first-time users of TENDER WIZARD, the fourth instruction is relevant at all times.

Important Note

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

11. Minimum Requirements at Bidders end

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

12. Vendors Training Program

TENDER WIZARD may be contacted for further details.

Appendix-1 to Section 4

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

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

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

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>(Continued from page 28)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>

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

SIGNATURE OF THE TENDERER _____

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
11	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	

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SECTION 5

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 VI.
- 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 Vendors (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 /Letter of Intent 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 vendor’s failure to complete its obligations under the contract.
 - 4.3 The performance security Bond shall be paid in follows Ways:
 - a) Demand Draft/ Banker’s cheque drawn in favour of “A O (Cash) CBA, BSNL Chennai Telephones” Payable at Chennai
 - b) Bank Guarantee from a scheduled bank and in the proforma provided in ‘Section - 7B of this Bid Document. (The PBG should be valid for 18 months)
 - 4.4 The performance security Bond will be discharged by the Purchaser after completion of the vendor’s performance obligations, including any Warranty obligations under the contract.
- 5. INSPECTIONS AND TESTS:**
 - 5.1 The Inspection will be done by AGM (S&M) CM-II or any officer appointed by him.
 - 5.2 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.
 - 5.3 Nothing in Clause 5 shall, in any way, release the Supplier from any warranty or other obligations under this contract.
- 6. DELIVERY AND INSTALLATION: PI refer to Clause 5 of Section 2**
- 7. TRAINING: Not Applicable**

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8. INCIDENTAL SERVICES:

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

- (a) Performance or supervision of the tendered item.
- (b) 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: One Year from the Date of Supply of Items.

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

10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provision 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 **12 months**, whichever may be later. If any defect is not remedied by the supplier within a week time,

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. Annual Maintenance Contract (AMC): Not required.

12. PRICES:

12.1 i) 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 his bid.

ii) (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.

- iii) Any increase in taxes and others statutory duties / levies after the expiry of scheduled delivery date shall be to the supplier account. However, benefit of any decrease in these taxes / duties shall be passed on to the purchaser by the supplier.

13. CHANGES IN PURCHASE ORDERS:

13.1 The Purchaser may, at any time, by a written order given to the Supplier, make changes within the general scope of the contract in any one or more of the following:

- a) the place of delivery; or
- b) the services to be provided by the supplier

13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. SUBCONTRACTS:

The Vendor shall notify the Purchaser in writing of all subcontracts awarded under this contract.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE:

15.1 Delivery & Installation of tendered items shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Purchase Order. In case the supply /Installation is not completed in the stipulated period, as indicated in the Purchase Order, purchaser reserves the right either 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 / Installation 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 contract for default.

15.3 If at any time during performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the Supplier shall:

- (a) Promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period of performance of the contract by not more than 10 weeks as per the provisions of 16.2 of Section 5 as per provision given below:

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

16. LIQUIDATED DAMAGES:

16.1 The date of delivery of the stores stipulated in the acceptance of tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the Consignee, such deliveries will not deprive the purchaser of his right to recover liquidated damages under Clause 16.2 below.

16.2 Should the supplier fail to deliver the stores or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to 10 (TEN) weeks and thereafter @ 0.7% of the value of the delayed supply for each week of delay or part thereof for another **Five** weeks of delay. No extension beyond **15** weeks will be allowed.

16.3 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 specially excluded from the purview of the arbitration clause, as such shall not be referable to arbitration

The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 8.5% i.e. LD shall be levied up to 15 weeks only

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

17. FORCE MAJEURE:

17.1 If, at any time, during the continuance of the contract, the performance in whole or in part by either party or 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 reason 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 the 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, accepts such materials, bought out components and stores as the supplier may with the concurrence of the Purchaser elect to retain.

SIGNATURE OF THE TENDERER _____

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

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

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

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

18.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to Para 18, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.

19. Clause Deleted.

20. ARBITRATION:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

21. COURT JURISDICTION:

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

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

22. SET OFF:

In case of 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. 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.

- 23.** The bidders who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to S&M section of Chennai Telecom District, BSNL.

24. Fall Clause:

- 24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in Clause 12.1 of section 5. Further If at any time during the period of contract,
- a. It comes to the notice of purchaser regarding reduction of price for the same or the similar equipment / service,
 - and/or
 - b. The price received in a new tender for the same or the similar equipment /services are less than the prices chargeable under the contract,
- 24.2 The purchaser, for the purpose of delivery period extension if any will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity / service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the vendor and purchaser reserves the right to purchase the balance unsupplied quantity /service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

25. Tax indemnity Clause

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

26. GST Invoice and Compliances

- 26.1 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.
- 26.2 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.
- 26.3 26.3 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.
- 26.4 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.
- 26.5 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
- 26.6 BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL.
- 26.7 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.
- 26.8 E-waybill number should be mentioned on the invoices.
- 26.9 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, than 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 mis-match. The compliances to be adhered by supplier includes (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 need 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

- 26.10 Refer Annexure A1(placed opposite) 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.
- 26.11 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.
- 26.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.

SIGNATURE OF THE TENDERER _____

SECTION-6-A

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

SIGNATURE OF THE TENDERER _____

Section 6(B)

Near Relative Certificate

FORMAT

To:

The Assistant General Manager (S&M) CM II,
BSNL CHTD, 5th Floor,
Annaroad Telephone Exchange Building,
No.10, Dams Road,
Chennai-600002.

Sir,

Sub: Near Relative Certificate

"I.....s/o..... r/o..... hereby certify that none of my near relative(s) of all directors / Partners of M/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."

Definition of near relative:

- (a) Members of a Hindu Undivided family
- (b) They are Husband & wife
- (c) The one is related to the other in the matter as father, mother, son(s), and son's wife(daughter-in-law) daughter's husband (Son-In-law), brother(s) wife, sister's & sister's husband (brother-in-law)

Yours Truly,

(Signature with seal)

Note: In case of proprietorship firm certificate will be given by the proprietor, For Partnership firm certificate will be given by the all partners, and in case Limited company by all the Directors of the company. (For details pl refer Clause 34.1 of section- 4)

SIGNATURE OF THE TENDERER _____

SECTION -7 (A)

PROFORMA

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 General Manager (S&M) CM, Chennai telecom District, Chennai (Hereafter referred to as BSNL CHTD) for participation in the tender of work ofvide tender no.
Now at the request of the Bidder, We Bank Branch having(Address) and Regd. Office.....(Address) at
(Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:

1. 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 CHTD 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 CHTD 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".
2. We undertake to pay to the BSNL CHTD any money so demanded not withstanding 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.
3. 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

SIGNATURE OF THE TENDERER _____

BSNL CHTD under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL BGTD 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.

4. We the Bank further agree with the BSNL BGTD that the BSNL BGTD 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 BGTD 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 BGTD or any indulgence by the BSNL BGTD 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.
5. 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 CHTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case BSNL CHTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL Chennai Telecom District, payable at Chennai
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation: Complete Postal

address of Bank:

Telephone Numbers

Fax numbers.....

SECTION -7B

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

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

Sub: - Performance Guarantee

1. Whereas General Manager, Chennai Telecom District, Chennai (hereafter referred to as BSNL CHTD) 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 General Manager (S&M) CM, Chennai Telecom District, Chennai of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity ") **[valid for 18 months]**

Now at the request of the Bidder, We Bank.....Branch havingAddress) 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 CHTD that if in the opinion of the BSNL BGTD, 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 CHTD the said sum limited to P. G. Amount or such lesser amount as BSNL CHTD may demand without requiring BSNL CHTD 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 CHTD shall be conclusive as regards the liability of Bidder to pay to BSNL CHTD 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 BGTD 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 BGTD 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 BGTD against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL CHTD or any indulgence by BSNL CHTD to.

SIGNATURE OF THE TENDERER _____

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 CHTD 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 CHTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL Chennai Telecom District, payable at Chennai.

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 : (Signature of the Bank Officer) Rubber stamp of the bank
Date : Authorized Power of Attorney Number:
Name of the Bank officer:

SECTION -7(C)
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
[To reach AGM (S&M) CM II before date of bid opening]

To

ASSISTANT GENERAL MANAGER (S&M) CM II,
O/O GENERAL MANAGER (S&M) CM,
V FLOOR, ANNAROAD TELEPHONE EXCHANGE BUILDING,
DAMS ROAD, CHENNAI – 600 002.

Subject: Authorisation for attending bid opening on(date)
In the Tender of

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

<u>Order of Preferences</u>	<u>Name</u>	<u>Specimen Signatures</u>
-----------------------------	-------------	----------------------------

I.

II.

Alternative
Representative

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

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

SIGNATURE OF THE TENDERER _____

SECTION-8

Bidder's /Tenderer's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....

Telephone No. Mobile No.

FAX No.

3. Address of place of Works/

Manufacture

.....

Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm/Private limited company. / (Tick the correct choice):

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

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

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

.....

SIGNATURE OF THE TENDERER _____

7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Bengaluru? If so state its Address
-
-
10. GSTN Registration Number(s) of all units / business places of the bidder vide which he intends to execute the contract, if awarded.
- GSTN1
- GSTN2
- GSTN3 and so on

B) Questionnaire:

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.
- 1.1 If Yes, Give details
-
-
2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.
- 2.1 If Yes, Give details
-
-
3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

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

4. Suggestion for improvement of the tender document.
-
-

Place..... Signature of contractor

Date Name of Contractor

SIGNATURE OF THE TENDERER _____

**SECTION-9 Part A
BID FORM**

TENDER NO _____

To,

ASSISTANT GENERAL MANAGER (S&M) CM II,
O/O GENERAL MANAGER (S&M) CM,
V FLOOR, ANNAROAD TELEPHONE EXCHANGE BUILDING,
DAMS ROAD, CHENNAI – 600 002.

Dear Sir,

- 1) Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged. We, 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 this 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 **180** days from the date fixed for Bid opening or subsequently extended period if any, agreed by us. The bid shall remain binding upon us 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 2018

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

SIGNATURE OF THE TENDERER _____

SECTION 9 Part B

PART I Price Schedule for Indigenous Supply

Sl. No.	Item Description	Total Quantity	Basic Unit Price excluding all taxes & Charges	GST								All Inclusive Unit Cost	Amount of input tax Credit (ITC) to be availed by BSNL	Unit price excluding ITC amount (net unit price to BSNL)	Total price inclusive of all levies and charges but excluding ITC (net)	HSN for goods and SAC for services
				FF Packing		CGST		SGST		IGST						
				Rate*	Amount	Rate	Amount	Rate	Amount	Rate	Amount					
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]	[13]	[14]	[15]	[16]	[17]
					[5]x[4]		[7] x ([4]+[6])		[9]x([4]+6)		[11]x([4]+[6])	[4]+[6]+([8]+[10] or [12])	[8]+[10] or [12]	[13]-[14]	[3] x [15]	
01.	Biometric Device Make and Model:	600 Nos.														

Notes for bidder:

- 1) Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required.
- 2) If AMC contract charges are required to be quoted as per SOR, basic charges should be shown in column-4 & the GST in column 7 to 12.
- 3) 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/services.
- 4) In case, the dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 7 to 12 & 14.
- 5) Percentage rate of FF & packing should be shown of Basic Unit Price excluding all taxes & Charges (i.e. as percentage of Col.4
- 6) The FF & Packing amount quoted shall not be subject to change after bid evaluation/ ordering on account of change copper, lead base price, changes in duties & taxes of item, etc.,
- 7) Bidder must mandatorily mention HSN & SAC numbers.

Declaration by bidder:

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

Quoted Brand/Make : _____

Station :

Date :

Signature of the Tenderer :

Name & Address :

SIGNATURE OF THE TENDERER _____

ANNEXURE-1
DECLARATION
(IN COMPANY'S LETTER HEAD)

(IN CASE OF PARTNERSHIP FIRM PROPRIETOR OF FIRM/ COMPANY)

DECLARATION

I, ----- son of / wife of Shri-----

and proprietor / Director/ partner of M/s.-----

do hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s.-----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./PSU/Public bodies/Municipalities and not having any on-going litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having on-going litigation or court cases or money suits pending regarding the failure of providing goods & Services.

2. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to the black listed / debarred for future works/ contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.

The above declarations are given in accordance with the NIT conditions.

Signature of Proprietor/Partner/Director

(Shri/Smt./Ms-----)

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided by \ General Manager (S&M)-CM, CHTD, Chennai-02.

SIGNATURE OF THE TENDERER _____

ANNEXURE - 2
RTGS/ NEFT/ MANDATE FORM FOR VENDOR CREATION

1. Vendor Name :
2. Vendor code (if available) :
3. Permanent Account Number (PAN) :
4. Particulars of Bank Account :
 - a. Name of the Bank :
 - b. Name of the Branch :
 - c. Branch Code :
 - d. City Name :
 - e. Branch Address :
 - f. Branch Telephone No. :
 - g. Bank Branch IFSC Code :
 - h. 9 Digit MICR Code :
 - i. Type of Account :
(S.B. Current or Cash credit specify code)
 - j. Account :
5. Vendor's E-mail Address :
6. Vendor's Authorised Signatory- Name :
7. Vendor's Contract person Name :

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

DATE:

Authorised Signatory

BANK CERTIFICATE

We certify that ----- has an account with number ----- and we confirm that the details given above are correct as per our record. We also confirm that we enable for receiving NEFT / RTGS credits.

Date:

Place: Signature and Name of the authorized official of Bank with Stamp

(NOTE: To be filled in the firm's Letter Head & Kindly submit the original)

SIGNATURE OF THE TENDERER _____

ANNEXURE - 3

PRE RECEIPT

Received with thanks from the General Manager (S&M)-CM, Chennai Telecom District, Chennai a sum of ₹ **45,600/-** towards the refund of EMD paid against this office Tender Notice No-_____ R. No. Book No. dtd.

Firm Name & Address

Seal / Rubber stamp of firm
with signature

PRE RECEIPT

Received with thanks from the General Manager (S&M)-CM, Chennai Telecom District, Chennai a sum of ₹ **45,600/-** towards the refund of EMD paid against this office Tender Notice No-_____ R. No. Book No. dtd.

Firm Name & Address

Seal / Rubber stamp of firm
with signature

SIGNATURE OF THE TENDERER _____

Annexure-4

CERTIFICATE

(TO BE GIVEN IN CASE THE TENDER DOCUMENT IS DOWN LOADED FROM WEB)

The downloaded tender document as published at the website www.chennai.bsnl.co.in has been used for bidding in this tender. It is certified that no modification has been done to the contents of the document.

Place :

Date :

Signature of the bidder
(Seal / Rubber stamp of the firm)

SIGNATURE OF THE TENDERER _____

ANNEXURE-5
PROFORMA OF POWER OF ATTORNEY
Non-Judicial Stamp
POWER OF ATTORNEY

Be it known all to whom it concerns that: -

1. Shri _____ s/o _____ residing at _____
2. Shri _____ s/o _____ residing at _____
3. Shri _____ s/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____ (Address) _____ hereby appoint Shri _____ s/o _____ residing at _____ as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the PGM, Bengaluru Telecom District, Bengaluru in connection with their Tender Enquiry No. _____ dated _____ for _____ due for opening on _____.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____. And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

- 1.
- 2.

Signature of the Proprietor/Partners/Directors

- 1.
- 2.
- 3.

—

Accepted

(Signature of Signatory of Tender Offer of the firm)

ATTESTED

Notary Public

(Signature with Official Seal)

OR

REGISTERED

Before

(SUB – REGISTRAR) (of concerned State)

SIGNATURE OF THE TENDERER _____

Check List of Documents to be submitted

Sl.No.	Documents	Submitted/NOT submitted
1.	Cost of the Tender document ₹ 590/-	
2.	Bid Security (EMD) ₹ 45,600/-	
3.	Bid Form in Section-9 Part A duly filled up and signed.	
4.	NO Modification Certificate	
5.	Tender document with signature on all pages.	
6.	Copy of Firm registration certificate.	
7.	Copy of Experience certificate as per Eligibility Conditions	
8.	Copy of Income Tax returns for Assessment years 2015-16 & 2016-17	
9.	Copy of certificate of Incorporation.	
10.	Copy of memorandum, of Articles and Association OR partnership deed OR Proprietor ship deed as the case maybe.	
11.	Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents .	
12.	Copy of board resolution, authorizing a person for Executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
13	Copy of a list of all Board of Directors of the company (In Case of Limited Company).	
14	Copy of PAN	
15.	Copy of GST Certificate.	
16.	Near Relationship Certificate as per format available in Annexure-4 (In case of proprietorship firm, Certificate to given by the proprietor, For partnership firm certificate to given by all partners, and in case of Limited Company , certificate to be given by all Directors of the Company	
17.	Duly filled Bidder's/Tenderer's Profile as per Section 8	
18.	Declaration that the firm is not blacklisted as per Annexure 1	
19.	Declaration for having read and understood the terms & conditions. (6A)	
20.	Vendor creation form in case does not have BSNL Vendor code.	
21	Compliance for the Technical specification	

All the above documents have to be submitted in Technical Bid.

SIGNATURE OF THE TENDERER _____