

BHARAT SANCHAR NIGAM LIMITED  
(A Government of India Enterprise)  
CHENNAI TELEPHONES

BID DOCUMENT

TENDER FOR  
PROCUREMENT  
OF

UPS BATTERIES  
FOR THE YEAR 2018-19

TENDER NO.

E-Tender No. NIT-01 / DE (IP TAX) HRD / UPS / 2018-19 /

DATED:- 29th OCTOBER 2018

DATE OF OPENING: 26th NOVEMBER - 2018

BHARAT SANCHAR NIGAM LIMITED  
CHENNAI TELEPHONES  
O/O DE (IP TAX)HRD ,5<sup>th</sup> Floor  
HADDOWS ROAD TELE EXCH BUILDING  
NO.20, HADDOWS ROAD,  
CHENNAI - 600 006.

Tel No: 044 – 28236000

BHARAT SANCHAR NIGAM LIMITED  
(A Government of India Enterprise)  
CHENNAI TELEPHONES  
O/O DE (IP TAX)HRD ,5<sup>th</sup> Floor  
HADDOWS ROAD TELE EXCH BUILDING  
NO.20, HADDOWS ROAD,  
CHENNAI - 600 006.

From:  
DE (IP TAX)HRD  
5<sup>th</sup> Floor, Haddows Road T.E. Building  
NO.20, HADDOWS ROAD,  
CHENNAI - 600 006.

To:

E-Tender No. NIT-01 / DE (IP TAX) HRD / UPS / 2018-19

dated 29-10-2018

Sub: - Tender documents for Procurement of 2sets of UPS Batteries for the year  
2018-19 through E-procurement.-Reg

Tender No.: E-Tender / NIT-01 / DE (IP TAX) HRD /UPS/2018-19 dated 29-10-2018.

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

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If interested, kindly submit your offers by means of online bids only for Electronic Tendering at the portal detailed in 'Special Instructions to Bidders for E-Tendering' up to 11.25 hours of 26-11-2018 and bids will be opened at 11.30 hours of 26-11-2018.

DE (IP TAX)HRD  
Phone Number – (Off) 044-28236000

SECTION - I  
DETAILED NOTICE INVITING TENDER

No. NIT -01 / DE ( IP TAX) HRD / UPS / 2018-19 dated 29-10-2018

Digitally Sealed tenders on Rupee payment basis are invited through e-tendering process by the PGM ( NW P & D ) CFA , BSNL, Chennai Telephone District from the eligible bidders for supply of following item.

1. Description of items:

| S. No | Name of the Item             | Approved Quantity* (in Nos.) | Specification   | Estimated Value of Procurement (Rs.) | Amount of Bid security (Rs.) 2% | Cost of Tender document (incl of 18% GST) (Rs.) |
|-------|------------------------------|------------------------------|-----------------|--------------------------------------|---------------------------------|---|
| 1     | PROCUREMENT OF UPS BATTERIES | 2 Sets                       | Refer Page No.8 | 5,51,680                             | 11,034                          | 590   |

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

2. Purchase of Tender Document: Tender document can be obtained by downloading it from the website [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following "Link for E-tenders by Chennai Telephones" The tender document for participating in E-tender shall be available for downloading from [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) :- from 11.00 hours of 02-11-2018 to 11.25 hours of 26-11-2018.

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

- The bidders cannot participate in the tender without downloading official copy of the tender document.
- The Tender document shall not be available for download on its submission/closing date

2.1. The bidders downloading the tender document are required to submit the tender fee (along with applicable GST) amount through DD / Bankers cheque of an amount of Rs.590/- along with the tender bid failing which the tender bid shall be left unopened/rejected. The DD/banker's cheque shall be drawn from any Nationalized/Scheduled bank in favor of AO (Claims) COBA , BSNL, Chennai Telephones and payable at Chennai.

2.2. The cost of Tender Document is free to MSE bidders on production of requisite proof in respect of valid certification from MSME for the Tendered item.

2.3. BSNL, Chennai Telephone District has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

3. Physical copy of the tender document would not be available for sale.

4. Eligibility Criteria:

(a) The bidder should

1. Be Indian Companies registered to manufacture the tendered item indigenously in India. The bidder should be either manufacturer or authorized to supply from their principal manufacturer and should have Memorandum of Understanding (MOU) with the manufacturer for supply.

(b) The bidder should have valid PAN No.

(c) The bidder should have valid GST registration certificate OR Mention as unregistered Dealer.

- (d) A Self declaration by the bidder that he is not black listed by GST Authority.
- (e) In case the supplier gets black listed during the tenure of BSNL contract then adequate indemnity clause should be inserted to ensure that no loss of Input Tax Credit is borne by BSNL due to a default of supplier.
- (f) In case of multiple GST No. all the numbers can be provided as Annexure.
- 4.1 The bidders shall submit necessary documentary proof (self attested) showing that they meet the eligibility criteria along with their tender bid.
5. Bid Security:
- 5.1 The bidder shall furnish the bid EMD in one of the following ways:
- (a) Demand Drafts/Banker's Cheque drawn in favour of AO(Claims) COBA , BSNL, Chennai Telephones and payable at Chennai.
- (b) Bank Guarantee (as prescribed format given in the section -7(A)) from a scheduled bank drawn in favor of PGM (NW P&D ) CFA , Chennai Telephones, Chennai which should be valid for 210 days from the tender opening date.
- (c) 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. Date & Time of Submission of Tender bid:
1. Last Date/ Time of submission of Bid Online: up to 11.25 Hrs on 26-11-2018.
- 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 to all the bidders separately.
7. Online opening of Tender Bids: At 11.30 Hours on 26-11-2018.
8. 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 DE (IP TAX ) HRD, BSNL Chennai Telephones, Fifth floor, HADDOWS ROAD T.E. Bldg., No 20, HADDOWS Road, CHENNAI-06 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.
11. PGM (NW P&D ) CFA 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.

- 12.1 The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have  
Page 4 of 59 Read, understood, Agreed and complied with

Signature of Bidder with Seal

been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)).

12.2 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.

12.3. For further instructions regarding submission of bids online the bidder shall visit the homepage of the portal ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)).

Note: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any 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.

All computer generated documents should be duly attested/ signed by the issuing organization.

DE (IP TAX) HRD

Phone Number: 044-28236000

Email id : iptaxhrd@gmail.com

SECTION-1 (Part B)NEWS PAPER N.I.T. FOR PROCUREMENT OF UPS BATTERIES

BHARAT SANCHAR NIGAM LIMITED  
 (A Government of India Enterprise)  
 CHENNAI TELEPHONES  
 O/O DE (IP TAX)HRD ,5<sup>th</sup> Floor  
 HADDOWS ROAD TELE EXCH BUILDING  
 NO.20, HADDOWS ROAD,  
 CHENNAI - 600 006.

Notice Inviting Tender

Tender No:NIT-01 / DE (IP TAX) HRD / UPS / 2018-19

dated | 29-10-2018.

Sealed tenders are invited by PGM (NW P & D ) CFA , BSNL, Chennai Telephone District, Chennai from the prospective bidders for supply of the following item.

| Sl. No | Name of item                 | Quantity in Nos. | Estimated cost in Rs. | Date of tender Opening |
|--------|------------------------------|------------------|-----------------------|------------------------|
| 1      | PROCUREMENT OF UPS BATTERIES | 2 Sets           | 5,51,680/-            | 26-11-2018             |

2. This tender is being conducted through e-procurement Portal [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). Last date of receipt of tender is | 26-11-2018 up to 11.25 Hrs. For further information, kindly visit Chennai website "www.chennai.bsnl.co.in" following "Link for E-tenders by Chennai Telephones".

DE (IP TAX) HRD  
 Chennai Telephones  
 Tel. No. 044-28236000

## Section- 2

Tender Information

- 1) Type of tender: - Single Stage bidding- Two stage opening using two electronic Envelopes followed by e-Reverse auction if required.

Note: The Eligibility cum technical Bid will be opened in the presence of the representatives of the bidders at 11.30 Hrs on 26-11-2018.

Financial bids of technically and commercially complaint bidders shall be opened at a later date.

- 2) Bid Validity Period:-180 days from the tender opening date
- 3) In two envelopes system, the first envelope will be named as techno commercial and will contain documents of bidders satisfying the eligibility/Technical& commercial conditions and 2<sup>nd</sup> envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents
  - (a) Techno-Commercial envelope shall contain: As per clause 7 & 10 Section 4 Part A
  - (b) Financial Envelope shall contain
    - i. Electronic Form-Financial Price schedule (Section 9 Part-B Part I) with all relevant bid annexure duly filled and signed.

Note: The envelopes as mentioned at Section 4 Part A, clause 7 shall be submitted before opening of the Tender. This hard copy will be referred, only if any of the document submitted through online is not readable. This will not have any impact over the ranking/rejection of the bid.

- 4) Payment terms:

As per clause 11 of Sec 5 Part A
- 5) Delivery Schedule:- 60 days from the date of issue of APO.
- 6) Consignee details: will be given in purchase order.

SECTION- 3 Part A

SCOPE OF WORK:

TENDER FOR THE PROCUREMENT OF TWO SETS OF UPS BATTERIES

SECTION -3 Part B

TECHNICAL SPECIFICATION (Schedule of Requirement)

The equipment shall confirm the Technical specification as mentioned below

**Minimum Technical Specification for UPS**

| <b>SLNO</b> | <b>Item</b>  | <b>QTY</b>    |
|-------------|--|---------------|
| <b>1</b>    | <b>2x 30 Nos of 12 V 100 AH SMF Batteries</b>                            | <b>2 SETS</b> |
| <b>2</b>    | <b>Battery rack, Battery Breaker and Battery Inter Connecting Cables</b> | <b>2 NOS</b>  |

The bidder should furnish the name of his collaborator (if applicable), brand name, model no and type of the product offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.



SECTION-3 Part C

## SCHEDULE OF REQUIREMENTS (SOR)

| S. No | Description of Item          | Approved Quantity (in Nos.) |
|-------|------------------------------|-----------------------------|
| 1     | PROCUREMENT OF UPS BATTERIES | 2 SETS                      |
| TOTAL |                              | 2SETS                       |

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

SECTION – 4 Part A  
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. INTRODUCTION

1. DEFINITIONS:

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

2.0 ELIGIBILITY CRITERIA:

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

3.0 COST OF BIDDING:

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

4.0 DOCUMENTS REQUIRED

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

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall submit his queries through

e-Tender Portal and also notify the purchaser in writing or by FAX to 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 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 **Tenderwizard** portal, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from **Tenderwizard** 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 shall amount to an amendment of relevant clauses of the bid documents.

5.3 The format in which the clarifications are to be sent via E-mail and FAX is

| S. No. | Section | Clause | Brief Description of the clause | Ref Page No in Bid | Comments of Bidder |
|--------|---------|--------|---------------------------------|--------------------|--------------------|
|        |         |        |                                 |                    |                    |

## 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 to 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.

7.0 DOCUMENTS COMPRISING THE BID; The bidder shall furnish as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid documents. 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 below are required to be uploaded on the **Tenderwizard** Portal and original documents attested/authorized are to be submitted to DE (IP TAX) HRD, O/o DE (IP TAX) HRD, 5<sup>th</sup> Floor, Haddows Road T.E. Building, NO.20 HADDOWS ROAD, CHENNAI - 600 006, offline in a sealed cover.

## TECHNO-COMMERCIAL BID

- I. Cost of the tender document and EMD
- II. Valid & current MSME and VAM certificates duly certified by MSME authorities, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- III. The original or copy of Letter of Authorization/Power of Attorney, to sign the bid documents, duly attested by Notary Public. Power of attorney shall be as per clause 14.3 of this section. The authorizing person/authority should be the authorized signatory of the firm/partnership deed with necessary proof like board resolution/partnership agreement.
- IV. Downloaded bid documents **shall be digitally or manually signed by** the authorized signatory for having read, understood and complying with all the terms and conditions of the Tender document. **The Bid document and all the other Tender related documents should be uploaded with Digital / Manual signature. Bid documents and other tender related documents signed by more than one person is liable for Rejection of the bid.**

- V. Bid form (Section 9 Part A)-completed and signed in accordance with Clause 8.
- VI. Articles or Memorandum of Association or Partnership Deed or proprietorship deed as the case may be.
- VII. Certificate of Incorporation of the firm.
- VIII. GST Registration Certificate
- IX. A Clause-by-Clause Compliance to Technical specification & commercial conditions as per clause 11.2 ( iii) (Sec 3, Part A,B,C, Section 4 Part A & B , Sec 5 part A&B )
- X. Annual Report for the last 3 years and /or a certificate for the total bid value from its bankers as an evidence that he has financial capability to perform the contract. Documentary evidence about technical and production capability necessary to perform the contract.
- XI. Non – Relation certificate in proforma duly filled and signed as per clause 33 of section 4 part A
- XII. Completed Mandate form as per Section 10.
- XIII. Xerox copy of PAN Card.
- XIV. Undertaking & Declaration duly filled and signed as per section 6 (A)
- XV. Bidders profile and questionnaire duly filled and signed
- XVI. Documents establishing bidders eligibility and qualification as per clause 10 of section 4 part A
- XVII. List of all directors including their name(s), Director Identification Number(s)(DIN) and address(es) along with contact telephone numbers of office & residence.
- XVIII. Registration certificate from State Director of Industries or Secretariat for Industrial Assistance (SIA), Ministry of Industries, Govt. of India.
- XIX. Approval from Reserve Bank of India/SIA in case of foreign collaboration if applicable.
- XX. Declaration as per clause 12.1 of Sec 1 DNIT
- XXI. Undertaking as per clause 10.4 of Sec 4 Part A

#### FINANCIAL BID

Separate Proforma for Price Schedule in respect of indigenous item is furnished in Section 9 Part B should be completed & signed.

#### 8. BID FORM

The bidder shall complete the bid form (section 9 Part A) and appropriate Price schedule furnished in the Bid document, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section 9 Part B.

#### 9 BID PRICES

9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. custom duty, GST on packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B.. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

9.2 Prices indicated in the Price Schedule shall be entered in the following manner

- (i) The Basic Unit price (Ex-Factory Price) of the goods, CIF, Assesible value, BCD, Cesses, IGST, Freight, forwarding, backing, Insurance, GST (CGST, SGST, IGST) on freight already paid or payable by the supplier shall be quoted separately item wise..
- (ii) The supplier shall quote as per price schedule given in section 9, Part B for all the items given in schedule of requirement at Section 3 Part C.

- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient details to enable the Purchaser to arrive at the price of equipment/system offered.
- 9.5 “. 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,GST, 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 Part A and clause 11 of Section -5 Part A of Bid document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.
- 9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

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

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the documents as mentioned in clause 7 and whichever is required as per terms and conditions of Bid Documents.
- 10.2 The bidder shall furnish documentary evidence that he has financial technical and production capability necessary to perform contract
- 10.3 In order to enable the purchaser to assess the provenness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 Documentary proof of GST Registration
- 10.5 A signed undertaking from Authorized signatory of the bidder that shall certify that all components/parts/assembly/ shall be original, new components/parts/assembly/ and that no refurbished/duplicate/second hand components/parts/assembly/ are being used or shall be used. .

#### 11. DOCUMENTS ESTABLISHING GOOD'S 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.
- 11.2 The documentary evidences of the “goods and services” conformity to the Bid Documents, may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (i) a detailed description of goods with essential technical and performance characteristics;
  - (ii) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
  - (iii) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by clause compliance of the Scope of work, Technical Specifications, SOR(Section 3 Part A, B & C) General (Commercial) Conditions and Special (commercial) Conditions (Section 5 part A & B) shall not be considered.

- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(iii) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

#### 12. BID SECURITY

- 12.1 The bidder shall furnish a bid security for an amount specified in detailed NIT (Section 1). The

bid security shall be in the form of a Bank guarantee issued by a scheduled bank in favor of the Purchaser valid for 210 days from the date of tender opening.

12.2 The MSE bidders are exempted from payment of bid security

- A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- The enlistment certificate issued by MSE should be valid on the date of opening of tender.
- MSE unit is required to submit its monthly delivery schedule.
- If a vender registered with body specified by Ministry of Micro, Small and Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 12.7.

12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be summarily rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders.

12.5 The bid security of the unsuccessful bidder will be returned/ discharged as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no.24.4 &27.3 of this section.

12.7 The bid security may be forfeited:

- (a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the Bid form or extended subsequently, or
- (b) In the case of successful bidder, if the bidder fails:
  - (i) to sign the contract in accordance with clause 28 or
  - (ii) to furnish performance security in accordance with clause 27.
- (c) In both the above cases, i.e. 12.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of BSNL in this regard
- (d) "The front bidder shall submit an irrevocable undertaking in non-judicial stamp paper of appropriate value duly signed by it or its technology/ consortium partner stating that either of them i.e. the front bidder or its technology/ consortium partner shall be liable for due performance of the contract individually or jointly, failing which the front bidder shall be liable to be barred from participating in future tenders/EOLs/RFPs of BSNL for a period of two years.

13. PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for 180 days from the date of opening of bids prescribed by the purchaser. 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 its bid.

14. FORMAT AND SIGNING OF BID

14.1 The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. **The Bid document and all the other Tender related documents should be uploaded with Digital / Manual signature. Bid documents and other tender related documents signed by more than one person is liable for Rejection of the bid. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.**

14.2 The bid shall contain no inter lineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrected documents or revisions shall be authenticated by the person signing the bid using digital / manual signature. All pages of the original bid, except for un-amended printed literatures, shall be digitally or manually signed by the person or persons signing the bid.

14.3

- 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 states(s) concerned.
- b. The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body Corporate.
- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d. Attestation of the specimen signatures of such 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.

#### SEALING AND MARKING OF BIDS

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

15.1.1 The bids may be called under

- a) Single Stage Bidding & Two Envelope System

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

15.1.2 Deleted

15.1.3 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes; The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 / 7 & 10 with Bid Security as per Clause 12. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B .

The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to clause 14.2, duly marked ' TECHNO-COMMERCIAL BID '. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked ' FINANCIAL BID '.

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). The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.

b). Venue of Tender Opening: On Line Tender will be opened in chamber of O/O DE (IP TAX) HRD,BSNL Chennai Telephones,Fifth Floor, Haddows Road T.E.Bldg, No.20,Haddows Road, Chennai – 600 006.

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

#### 16 SUBMISSION OF BIDS

16.1 Bids must be submitted online by the bidders on or before the specified date and time indicated in clause 6 of section-1 i.e DNIT.

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

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

#### 17 LATE BIDS

17.1 No bid shall be accepted online by E-tender Portal after the specified deadline for submission of bids prescribed by the purchaser.

#### 18 MODIFICATION AND WITHDRAWAL OF BIDS

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

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally / manually authenticated as per clause 15.

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

#### 19 OPENING OF BIDS BY PURCHASER

19.1 The purchaser shall open bids online in the presence of the authorized representatives of bidders on line who chose to attend, at time& date specified in Clause 7 of DNIT(Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in section 7 C).

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

19.3 Names of envelopes to be opened & information to be read out by Bid opening Committee.

i) In single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of Techno-commercial bids in this case & sealed financial bids will be handed over to DE (IP TAX) HRD, CHTD for retention. Thereafter the CET will evaluate Techno-commercial bids and the report of CET will be approved by competent authority.

ii) Financial bid of those bidders who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno-commercially eligible bidders/ representatives by sending them a suitable notice.



- iii) The following information should be read out at the time of Techno-Commercial bid opening:-
- a) Name of the bidder
  - b) Name of the item
  - c) EMD amount & validity and acceptability
  - d) Information in respect of eligibility of the bidder
  - e) Details of bid modification / withdrawal, if applicable
- iv) The following information should be read out at the time of Financial bid opening
- a) Name of the bidder
  - b) Name of the item
  - c) Quantities/ prices quoted in the bid
  - d) Discount, if offered
  - e) Taxes & levies

19.4 The date fixed for opening of bids, if subsequently is declared as holiday by BSNL, the revised date of schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time 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 the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any 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 PRELIMINARY EVALUATION

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, freight etc., the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 13 does not tally with its break up quoted in col 4, 6,8,10 &12, the same shall be corrected by summing up the break ups. If there is any 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, his 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 Documents. For purposes of these Clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to 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 does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## 22 EVALUATION AND COMPARISON OF RESPONSIVE BIDS

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 (a) 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 and Insurance charges etc. as arrived in Col. 16 of the price schedule in the Sec.9 Part B part I(indigenous items) 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. .

(b) (i) "Duties & Taxes for which the firm has to furnish GST Challans / TAX Invoices will be indicated separately in the PO/APO.

(ii) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classifications/Customs Tariff Head from the CGST/SGST/IGST Officer or custom authority where the HSN or SAC classifications/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.

If the supplier fails to furnish necessary supporting documents i.e., Tax Invoices/Customs Invoices etc. in respect of duties, Taxes & Cesses which are eligible for Input Tax Credit, the amount pertaining to such duties, Taxes & Cesses will be deducted from the payment due to the firm.

If the supplier fails to perform necessary compliances which would in any manner restrict BSNL to claim Input Tax Credit, then the amount pertaining to such duties, Taxes & Cesses will be deducted from the payment due to the supplier.

If the supplier does not disclose the correct details on the Invoice or on the GSTN viz., GSTIN, place of supply etc which restricts BSNL to claim Input Tax Credit, then the amount pertaining to such duties, Taxes & Cesses will be deducted from the payment due to the supplier.

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 interests if charged by the concerned authorities.

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 namely 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.

## 23 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 decision shall result in the rejection of the bid.

#### 24 PLACEMENT OF ORDER

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

24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within Scheduled Delivery Date (SDD), the unit prices with applicable revised duties / taxes will be paid to suppliers irrespective of their ranking viz., L1/L2/L3....etc. keeping other levies & charges unchanged

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

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

#### 25 PURCHASER'S RIGHT TO VARY QUANTITIES

(a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements as per DNIT, without any change in the unit price or other terms and conditions at the time of award of contract.

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

(c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add on quantity.

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

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

#### 27 ISSUE OF ADVANCE PURCHASE ORDER

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

## 28 SIGNING OF CONTRACT

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

## 29 ANNULMENT OF AWARD

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

## 30 REJECTION OF BIDS

- 30.1 While all the conditions specified in the Bid documents are critical and are to be complied with, 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) Clauses 12.1, 12.2 & 13.1 of Section 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
  - (b) Clause 2,7 & 10 of Section 4 Part A: If the eligibility conditions as per clause 2 of Section 4 Part A are not met and / or documents prescribed to establish the eligibility as per Clauses 7 & 10 of section 4 Part A are not provided, the bids will be rejected without further evaluation.
  - (c) Clause 11.2 (c) of Section 4 Part A. If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.
  - (d) While giving compliance to, Section -5 Part A, General Commercial conditions, Section-4 Part B, Special instructions to Bidders, Section-5Part B Special (commercial) conditions of contract and section-3 Technical Specifications ambiguous words like "Noted", " Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
  - (e) Section -9 Price Schedule: If Prices are not filled in as prescribed in price schedule.
  - (f) Section -4 Part A, clause 9.5 on discount which is reproduced below:  
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

- 30.2 Before outright rejection of the Bid by Bid-opening team for noncompliance of any of the provisions mentioned in clause 30.1 (a), 30.1(b) of Section 4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the bidder company is not satisfied with

the decision of the Bid opening team, he / they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

- 30.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 30.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 30.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.
- 31 Action By Purchaser against bidder(s)/ Vendor(s) in case of Default.  
In case of default by bidder(s)/vendor(s) such as
- Does not supply the equipment in time
  - Equipment does not perform satisfactorily in the field in accordance with the specification;
  - or any other default whose complete list is enclosed in Appendix-1
  - Purchaser will take action as specified in Appendix-1 of this section.

### 32 NEAR-RELATIONSHIP CERTIFICATE

- 32.1 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. In case of Limited Company, certificate will be given by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 32.2 The company or firm or the person will also be debarred for further participation in the concerned unit.
- 32.3 The near relatives for this purpose are defined as:-
- Members of a Hindu undivided family.
  - They are husband and wife.
  - The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 32.4 The format of the certificate is given in Section 6(B)

### 33 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.

34 Security clause as per latest guidelines and requirement.

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time- to-time shall be strictly followed.

SECTION – 4 Part B  
SPECIAL INSTRUCTIONS TO BIDDERS

1. The special instructions to bidders shall supplement the “Instructions to the Bidders” and in case of any conflict with those in Section 4 PART A i.e. General instructions to bidders (GIB), the provisions herein shall prevail.
1. Eligibility conditions:-
  1. Be Indian Companies registered to manufacture the tendered item indigenously in India, having obtained clearance from Reserve Bank of India wherever applicable.
2. Bid security
 

The bank guarantee /DD for bid security or MSE registration certificate for claiming exemption from submission of bid security, as prescribed in Clauses, 12.1 & 12.2 of Section-4 A Part A of the bid document, and the bank guarantee/DD so submitted shall be as per the format given in section-7 A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.
3. **Distribution of Quantity**
  - (i) The Purchaser intends to limit the number of technically and commercially responsive...1.. bidders from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below. 100% to L1 Bidder.

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

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

Section -4 Part C  
E-tendering instructions to Bidders

General

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

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner.

For conducting electronic tendering, CHTD has decided to use the portal ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)) 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' (if required by Business Unit / Planning Cell) after opening of Financial part.

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 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

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 Electronic Tender® portal ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)) 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 **Tenderwizard** 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.

Pay Annual Registration Fee as applicable.

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

#### **ITI' Helpdesk**

**Telephone/ Mobile - 9894191904/ 9941947400 [between 9:30 hrs to 18:00 hrs on working days] E-mail ID - bsnltwhelpdesk@gmail.com, twhelpdesk679@gmail.com, twhelpdesk438@gmail.com**

#### BSNL Contact

BSNL's Contact Person-1,            *DE (IP TAX)HRD*  
Telephone No. 044-28236000  
between 10:00 hrs to 17:30 hrs on working days

BSNL's Contact Person-2,            *DE II (IP TAX)HRD*  
Telephone no. 044-28232000  
between 10:00 hrs to 17:30 hrs on working days

#### 5. Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). 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
  - I. Techno-commercial-Part
  2. Financial-Part

#### 6. OFF Line Submission

1. EMD-Bid Security (In Original).
2. DD/ Bankers cheque of Rs. 590/-- drawn in favour of AO( Claims) COBA , BSNL, CHENNAI TELEPHONES, payable at Chennai against payment of tender fee.
3. Power of attorney in accordance with clause 14.3, Section-4 part A
4. Valid MSE certificate if applicable
5. Integrity Pact (If applicable)

Note: The Bidder has to upload the Scanned copy of all 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 the **Tenderwizard** 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-tender in systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in **Tenderwizard** 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)

**Tenderwizard** 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 **Tenderwizard**. 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)'.

**Tenderwizard** 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.

**Tenderwizard** 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 **Tenderwizard**. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

#### 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).

**9. E-Reverse Auction**

E-Reverse Auction would be conducted on Unit/ total package/ 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:

S. No. Parameter Value

1 Date and Time of

Reverse-Auction Bidding Event

Will be intimated to

Technically Responsive

bidders after the opening

of Financial-part.

2 Duration of Reverse-Auction Bidding

Event

.....( Typically 1 to 2 )

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 ..... xx Minutes(Typically

05 minutes)

3.2 Time-Duration of Automatic extension .....yy Minutes (Typically

10 minutes)

3.3 Maximum number of Auto-Extensions .....nn Automatic

Extensions. (Typically 04

to 06 extensions)

4 Criteria of Bid-Acceptance

'Beat on Starting last

quoted Price', as well as,

'Beat on Rank-1 Bid Value'

5 Entity – Start-Price Unit/ total package/ net

cost to BSNL (To be

decided by planning cell)

6 Minimum Bid-Decrement .....( Value in

Currency) To be decided

by planning cell

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7 Display of 'Pseudo Identity' of Bidders

during bidding period

To all Bidders, as well as,

BSNL's officers.

8 Display of Bidder's own current Rank Yes

**Note** :Parameters at S. No. 5 & 6 shall be confirmed after opening & evaluation of

Financial bid parts.

**10. Other Instructions**

For further instructions, the vendor should visit the home-page of the portal ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)), and go to the User-Guidance Center. The help information provided through 'Tenderwizard 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 **Tenderwizard**.

**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 **Tenderwizard**.
2. Register your organization on **Tenderwizard** well in advance of your first tender submission deadline on **Tenderwizard**.
3. Get your organization's concerned executives trained on **Tenderwizard** well in advance of your first tender submission deadline on **Tenderwizard**.
4. Submit your bids well in advance of tender submission deadline on **Tenderwizard** (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 **Tenderwizard**, the fourth instruction is relevant at all times.

#### **11. Minimum Requirements at Bidders end**

- ☐ Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
  - ☐ Broadband connectivity.
  - ☐ Microsoft Internet Explorer 6.0 or above
  - ☐ Digital Certificate(s) for users.
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#### **12. Vendors Training Program**

One day training (10:00 to 17:00) would be provided. Training is optional.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

Tentative Dates Date of uploading of Tender document + 7 days

Venue Meeting Room, 2nd Floor, BSNL  
Corporate Office, Bharat Sanchar  
Bhawan, Janpath, New Delhi – 110001

Vendors Training Charges  
(Per Participant) per training  
day

Rs. 2,500/-

(plus Service Tax as applicable)

Mode of Payment of Fees DD drawn in favour of M/s TCIL, New  
Delhi & payable at New Delhi

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SECTION-5 Part A  
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

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

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

- 4.1 All suppliers (including MSEs who are registered with the designated MSME, bodies like National Small Scale Industries Corporation etc.) shall furnish performance security valid for a period of 2 years to the purchaser for an amount equal to 5% of the value of advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in 'Section -7B of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract validity.

5. INSPECTION AND TESTS

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

- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

## 6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall be completed within 60 days from the date of issue of Advance Purchase Order.
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.
- 6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. TRAINING - Not applicable for this tender.

8. INCIDENTAL SERVICES - Not applicable for this tender.

9. SPARES- clause deleted

## 10. WARRANTY

- 10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at 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 **TWO YEARS** after the stores have been taken over under clause 5.5 above.

- 10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of **TWO YEARS**, whichever may be later. If any defect is not remedied by the supplier within a reasonable

time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

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

## 11. PAYMENT TERMS

11.1 All the payment will be made through electronic fund transfer (EFT). The supplier has to fill in mandate form given in section-10.

90% Payment will be made on proof of receipt of goods. For claiming the payment on receipt of goods by the consignee, following documents are to be submitted to the paying authority.

- a) Invoice clearly indicating break up details of composite price i.e. Basic, GST/ any other Duties and Taxes, Freight /Packing Charges, etc.
- b) Acknowledged Delivery Challan.(in original)
- c) Supplier certificate for dispatch
- d) E-way bill as prescribed in the GST law. In case of movement of goods.
- e) Excise gate pass / invoice or equivalent document viz. Custom invoice, if applicable.
- f) Proof of payment of GST if applicable
- g) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- h) Insurance certificate.
- i) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note 1: "If the supplier fails to furnish necessary supporting documents i.e. GST / 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."

Note 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.

Note 3: TDS / TCS shall be deducted at the prescribed rate if any (as the case may be).

Note 4: BSNL can adjust/forfeit Bank Guarantee obtained from the supplier against any loss of Input Tax Credit to BSNL on account of suppliers default.

Note 5: In case BSNL has to pay GST on reverse charge basis the supplier would not charge GST on its Invoices. Further the supplier undertakes to comply with the provisions of GST law as may be applicable.

11.2 The balance 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 damages/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 PO.

11.2.1 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 Tax Credit on the said Invoice is lost by BSNL, the same shall be recovered from the supplier.

"100% payment in place of 90% may be made on delivery, provided that an additional Bank

Guarantee for an amount equal to Balance payment of 10% of the value of supplies valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipments / stores supplied shall be free from damages/ shortages. In case purchaser intimates shortages/ damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be released only after the cases are settled in accordance with the provisions available in the purchase order/ Tender document".

- 11.3 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.
- 11.4 No payment will be made for goods rejected at the site on testing.
- 11.5 The bidder has to give the mandate for receiving the payment above 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) Beneficiary Branch Name & address
  - (iii) IFSC Code of beneficiary Branch
  - (iv) Beneficiary account No.
  - (v) Branch Serial No. (MICR No)

## 12. PRICES

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

## 13 CHANGES IN PURCHASE ORDERS

- 13.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
  - (b) the method of transportation or packing;
  - (c) the place of delivery; or
  - (d) the services to be provided by the supplier.

- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for the



execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

#### 14 SUBCONTRACTS

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

#### 15 DELAYS IN THE SUPPLIER'S PERFORMANCE

15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchasers 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 obligations shall render the Supplier liable to any or all of the following sanctions:

- a. forfeiture of its performance security,
- b. imposition of liquidated damages and/or
- c. Short closure of the contract in part or full and /or termination of the contract for default.

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

- a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2, Section-5A as per provision given below :
  - a) The vendor shall also submit unconditional acceptance of the conditions for delivery period extension applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section- 5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request. and after receipt of the unconditional acceptance and the undertaking mentioned above.
  - c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piece meal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period and consignee receipt without prejudice to the other remedies available to the purchaser.
  - d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
  - e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at section 7 Part D & Part E.

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

## 16 LIQUIDATED DAMAGES

16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further DP extension for this grace period of 21 days shall not be necessary.

16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:

- (a) Should the supplier fail to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- (c) In the case of package supply/turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration
- (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied upto 20 weeks only as per provision at para (a).

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

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

#### 17 FORCE MAJEURE

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

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

#### 18 TERMINATIONS FOR DEFAULT

18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- a) if the supplier fails to deliver 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;
- b) if the supplier fails to perform any other obligation(s) under the Contract; and
- c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

18.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 18.1 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 the performance of the contract to the extent not terminated.

#### 19 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.

#### 20 ARBITRATION (Applicable in case of supply orders/contracts with firms, other than Public Sector Enterprise)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- (1) A party wishing to commence arbitration proceeding shall revoke Arbitration clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- (2) The number of the arbitrators and the appointing authority will be as under:

| Claim amount (excluding claim for counter claim, if any) | Number of arbitrator  | Appointing Authority  |
|--|---|---|
| Upto Rs. 5 crores  | Sole Arbitrator to be appointed from a panel of arbitrators of BSNL | BSNL<br>(Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL) |
| Above Rs. 5 crores                                       | 3 Arbitrators   | One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two arbitrators, BSNL will appoint its arbitrator from its panel.              |

- (3) Neither party shall appoint its serving employee as arbitrator.
- (4) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same, otherwise, he shall proceed de novo.
- (5) Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (6) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 crores.

*(29B. Fast track procedure - (1) Notwithstanding anything contained in this Act, the parties to an Arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).*

*(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.*

*(3) The arbitral tribunal shall follow the following procedure while conducting arbitration*

*proceedings under sub-section (1):--*

- (a) *The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;*
- (b) *The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;*
- (c) *An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;*
- (d) *The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.*

(4) *The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.*

(5) *If the award is not made within the period specified in sub-section (4), the provisions of sub – sections (3) to (9) of Section 29 A shall apply to the proceedings.*

(6) *The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.)*

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

| Amount of Claims and Counter Claims | Period for making and publishing of the award ( counted from the date the arbitral tribunal enters upon the reference) |
|-------------------------------------|--|
| Upto Rs. 5 crores                   | Within 6 months ( Fast Track procedure)  |
| Above Rs. 5 crores                  | Within 12 months.  |

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

8. In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel /stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter ( as the case may be).

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. Following Arbitration clause may be incorporated in Contracts Pos, APOs, Tenders, EOIs etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

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 or the Special Secretary/Additional Secretary, when so authorized 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.

### III. APPLICABLE LAW AND JURISDICTION

- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the India Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of India Courts at the place from where the Purchase Order has been placed.
- (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the India Legal system in any way.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL ,CGM CHTD for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL ), to be mutually decided by the parties, as per the provisions of the arbitration and conciliation Act 1996, any amendment thereof, and any notification issued or rules made there under from time to time.

The venue of the arbitration proceeding shall be CHENNAI TELEPHONES DISTRICT(CHTD). ONLY.

### 21 SET OFF

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

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

### 22 INTIMATION OF SUPPLY STATUS

The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to DE (IP TAX) HRD ,O/o DE (IP TAX) HRD 5<sup>th</sup> Floor, HADDOWS ROAD T.E. Building, NO.20 HADDOWS ROAD, CHENNAI - 600 006 the User cell of Chennai Telephones.

### 23. DETAILS OF THE PRODUCT

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

#### 24 FALL CLAUSE

- 24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section- 5A. Further, if at any time during the contract
- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service; and /or
  - (b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.
- 24.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.
- 24.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/ state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.
- 24.4 In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

#### 25 COURT JURISDICTION:

- 25.1 Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to jurisdiction of the competent court at the place from where the NIT/tender has been issued.
- 25.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the Competent Court at the place from where Contract/PO has been issued. 'This Contract/PO is subject to jurisdiction of Court at Chennai' only.

#### **GST Invoice**

- 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 Tax 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.i.e 30 days from the date of delivery of the material.
- 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, then cost would be borne by supplier.

(b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to 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 needs to pay the entire self-assessed tax on timely basis.

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

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

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

26.10 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.



SECTION -6  
UNDERTAKING & DECLARATION

6(A): For understanding the terms and condition of tender and specification 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 and 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 and commence the work/supply 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:

Place:

Signature of Tenderer  
Name of tenderer along with date & seal

6(B): NEAR-RELATIONSHIP CERTIFICATE

Tender. No:

Due to open on:

To  
DE (IP TAX) HRD  
5<sup>th</sup> Floor, Haddows Road T.E. Building  
NO.20 HADDOWS ROAD,  
CHENNAI - 600 006.

Dear Sir,

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

Dated this..... Day of.....

Signature:.....

(Name in Block Letters of the SIGNATORY)

In the Capacity of

Note:

In the case of proprietorship Firm Certificate will be given by the proprietor. For partnership firm the certificate will be given by all the partners and in case of Limited Company by all the Directors of the Company. "Government of India/ Financial Institution Nominees and Independent Non official directors appointed by Government of India or the Governor of the state are excluded from the purview of submission of Certificate"

SECTION –7  
PROFORMAS

Sub: BID Security/EMD Guarantee

7(A) :- For the Bid Security/EMD Guarantee ( to be typed on Rs. 100/- non-judicial stamp paper)

Whereas M/s \_\_\_\_\_ R/o \_\_\_\_\_ (Hereafter referred to as Bidder) has approached us for giving bank guarantee of Rs. \_\_\_\_\_ /-(hereafter known as the “BG amount”) valid up to / /20 (hereafter known as the “validity date”) in favor of CGM, CHTD (Hereafter referred to as BSNL) for participation in the tender for the supply \_\_\_\_\_ vide tender No: \_\_\_\_\_.

Now at the request of the Bidder, We \_\_\_\_\_ Bank \_\_\_\_\_ Branch having \_\_\_\_\_ (address) and registered office address as \_\_\_\_\_ (hereinafter called “the Bank”) agree to give this guarantee as hereinafter contained.

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “BG amount”.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said bidder(S) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s), or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained:
  - (a) The liability of the Bank under this guarantee is restricted to the “BG Amount” and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s cheque in favour of “AO(C&A) HQ, BSNL Chennai Telephones payable at Chennai.
8. The Bank Guarantee 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  
Authorised power of attorney Number  
Name of the Bank officer  
Designation

Complete postal address of Bank/Telephone Number/Fax Number:

## Sub: PERFORMANCE GUARANTEE

7(B):- For the Performance Guarantee ( to be typed on Rs. 100/- non-judicial stamp paper)

Whereas R/o (Hereafter referred to as BSNL) has issued an APO No: dated / /20 awarding the work/order for the supply of to M/s R/o (hereafter referred to as Bidder") and BSNL has asked him to submit the performance Guarantee in favour of CGM, CHTD, Chennai of Rs. /- (hereafter referred as "BG Amount") valid up to / /20 (hereafter referred to as "Validity date").

Now at the request of the Bidder, We Bank Branch having (address) and registered office address as (hereinafter called "the Bank") agree to give this guarantee as hereinafter contained.

2. We, " the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the BANK and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained:
  - (a) The liability of the Bank under this guarantee is restricted to the "BG Amount" and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's cheque in favour of "AO(C&A) HQ, Chennai Telephones payable at Chennai.
8. The Bank Guarantee 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 Number  
 Fax Number:

7 (C) :-For Letter of Authorization for attending Bid Opening Event.  
(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

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

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

.....  
Signature of the Representative

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

Name of the Representative

.....  
Signature of the alternative Representative  
.....

Name of the alternative Representative

Above Signatures Attested

Note

- 1: Only one representative will be permitted to attend the Bid opening
- 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

7(D):- Model Amendment Letter Intimating Conditions for Extension of Delivery Period  
(Refer to Appendix (i) to clause 15.3 of Section-5 Part A)

Registered A Due  
Address of the purchaser

-----  
-----

To  
M/s

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

.....

Ref :Your letter no..... dated .....

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. In view of the circumstances stated in your above referred letter, the time of delivery can be extended from \_\_\_\_\_ (original/ last delivery period) to \_\_\_\_\_ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

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

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

Yours faithfully,  
(.....)  
for and on behalf of.....

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

7(E):- Model Amendment Letter for Extension of Delivery Period  
Appendix (ii) to clause 15.3 of Section-5 Part A

Registered Acknowledgement Due  
Address of the purchaser

-----  
-----

To  
M/s .....  
.....

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

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

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

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

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

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

Yours faithfully,  
(.....)  
for and on behalf of.....

Copy to:  
.....  
.....  
.....  
(All concerned)

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





SECTION- 8  
Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm: .....

2. Present Correspondence Address

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

Telephone No. .... Mobile No. ....

FAX No. ....

3. Address of place of Works/

Manufacture .....

.....

Telephone No. .... Mobile No. ....

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

Public Limited Company

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

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

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

.....  
.....

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

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

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

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

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

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

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

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Chennai? 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.

GSTN 1.....

GSTN 2.....

GSTN 3..... and so on

B) Questionnaire

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

1.1 If Yes, Give details

.....  
.....

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

2.1 If Yes, Give details

.....  
.....

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

Name of the tendered Item

Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

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

Place.....

Date .....

Signature of contractor  
Name of Contractor

SECTION-9 Part-A  
BID FORM

|                                     |                                  |
|-------------------------------------|----------------------------------|
| To                                  | From,                            |
| .....                               | .....                            |
| <Complete address of the purchaser> | <complete address of the Bidder> |
| .....                               | .....                            |
| .....                               | .....                            |

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

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

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of ...180.....days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us

Dated: ..... day of ..... 20...

Witness  
Signature.....  
Name .....

Address .....

Signature .....

Name .....

In the capacity of .....

Duly authorized to sign the bid for  
and on behalf of

| Sl. No. | SOR Item Description  | Total quantity | Basic unit price excluding all taxes and charges | FF packing |        | GST  |        |      |           |      |            | All-inclusive unit cost | Amount of Input Tax Credit (ITC) to be availed by BSNL | Unit price excluding ITC Amount(net unit cost to BSNL) | Total price inclusive of all levies &charges but excluding ITC(Net total cost) | HSN for goods &SAC for services |    |
|---------|---|----------------|--|------------|--------|------|--------|------|-----------|------|------------|-------------------------|--|--|--|---------------------------------|----|
|         |   |                |  | Rate*      | Amount | CGST |        | SGST |           | IGST |            |                         |  |  |  |                                 |    |
|         |   |                |  |            |        | Rate | Amount | Rate | Amount    | Rate | Amount     |                         |  |  |  |                                 |    |
|         |   |                |  |            |        | 5    | 6=5x4  | 7    | 8=7x(4+6) | 9    | 10=9x(4+6) |                         |  |  |  |                                 | 11 |
| 1       | 2x30 Nos of 12 V 100 AH SMF Batteries                             | 2 SETS         |  |            |        |      |        |      |           |      |            |                         |  |  |  |                                 |    |
| 2       | Battery Rack, Battery Breaker and Battery Inter connecting cables | 2 NOS          |  |            |        |      |        |      |           |      |            |                         |  |  |  |                                 |    |

## Notes for Bidder:

- Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required.
- If Annual maintenance contract charges are required to be quoted as per SOR, basic charges should be shown in column 4 and the Goods & Services Tax (GST) in column 7 to 12
- The Bidder who submits the offer with concessional Goods and Services Tax (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.
- In case, 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.
- %age rate of FF & packing should be shown of Basic Unit Price excluding all taxes and charges (i.e as %age of col.4).
- The FF and packing amount quoted shall not be subject to change after Bid evaluation
- Bidder must mandatorily mention HSN and SAC numbers.

Declaration by bidder

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

Name of the Bidder :



## VENDOR MASTER FORM

(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

**(\*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.**

Title\* : 

|     |     |     |     |
|-----|-----|-----|-----|
| Mr. | Ms. | M/s | Dr. |
|-----|-----|-----|-----|

Name\* : 

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Address \* : 

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Town/District\* : 

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City\* : 

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State\* : 

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Postal/Pin code\* : 

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 Country\* : 

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**Contact Details:**

Telephone Number : 

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 Fax No. : 

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Email\_id : 

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(Mandatory for E-Tendering)

Name of Contact Person : 

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 Mobile No. : 

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Alternate Contact Person : 

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 Mobile No. : 

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**Tax information:**

PAN : 

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Service Tax reg. no. : 

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LST (Local VAT reg.No.) : 

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 CST Reg. No : 

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Tax Registration no. : 

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(for Foreign Vendors)

**Income Tax Exemption details:**

IT exemption no. : 

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 IT exemption rate : 

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IT Exemption date : 

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Read, understood, Agreed and complied with

Signature of Bidder with Seal

IT exemption date from :       IT exemption date to :

**Excise Details:**

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

**Payment Transaction/Bank Details:**

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings (10)  Current (11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

**(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)**

**Industry Status:**

Micro/ SSI Status : Yes  No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.

2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

Note: 1. If PAN is not provided, TDS @20% will be deducted wherever applicable.

2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.

3. If Bank Particulars are not provided, the payment will be made by Cheque only.

4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

**Company / Vendor Authorized Signatory / Designation Date: Company Seal**

-----

**(For Office Use)**

Vendor Account Group :     Payment Method :

TDS Type - Invoice :     TDS Code - Invoice :

|                      |                         |                              |                      |
|----------------------|-------------------------|------------------------------|----------------------|
| Checked by:          | Authorized by (Finance) | SAP Vendor Master Created on | SAP Vendor Code      |
| <input type="text"/> | <input type="text"/>    | <input type="text"/>         | <input type="text"/> |

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

| S. No.   | Defaults of the bidder / vendor.  | Action to be taken   |
|--|---|--|
| A  | B   | C  |
| 1(a)   | Submitting fake / forged  | i) Rejection of tender bid of respective Vendor.   |
|  | a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;  | ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. |
|  | b) Certificate for claiming exemption in respect of tender fee and/ or EMD;   | iii) Termination/ Short Closure of 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.   |  |
|  | <b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.   |  |
|  | <b>Note 2:-</b> Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.  |  |
| 1(b)   | Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with <u>Goods and Services Tax</u> , 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 &<br>ii) Forfeiture of EMD.  |
|  | (ii) <i>If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>  | i) Cancellation of APO,<br>ii) Rejection of Bid &<br>iii) Forfeiture of EMD.   |
|  | (iii) <i>If detection of default after receipt of PG/ SD (DD,BG etc.) .</i>   | i) Cancellation of APO<br>ii) Rejection of Bid &<br>iii) Forfeiture of PG/ SD.<br>However on realization of PG/ SD amount, EMD, if not already released shall be returned.   |
|  | (iv) <i>If detection of default after issue of PO/ WO</i>   | i) Termination/ Short Closure of PO/WO and Cancellation of APO<br>ii) Rejection of Bid &<br>iii) Forfeiture of PG/ SD.<br>However on realization of PG/ SD amount, EMD, if not released shall be returned.                               |
|  | <b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.  |  |
| <b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work. |   |  |

|     |  |   |
|-----|--|---|
| 2   | <p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties &amp; responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p> | <p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>   |
| 3   | <p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>  | <p>Forfeiture of EMD.</p>   |
| 4.1 | <p>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.</p>   | <p>i) Termination of PO/ WO.<br/> ii) Under take purchase/ work at the risk &amp; cost of defaulting vendor.<br/> iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>   |
| 4.2 | <p>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.</p>  | <p>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.<br/> ii) Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.<br/> iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>  |
| 5.1 | <p>The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.</p>   | <p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD.<br/> OR<br/> ii) If the material is inducted in network &amp; 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.<br/> Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p> |



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

|    |   |   |
|----|---|---|
|    | d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.   |   |
|    | e) Undertakes any action that affects/ endangers the security of India.   |   |
| 8  | 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>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 &amp; 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.</p> |
| 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. | <p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; 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.</p> |
| 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.   | <p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>  |

| S. No.  | Defaults of the bidder / vendor.  | Action to be taken   |
|---|---|--|
| A   | B   | C  |
|   | b) In spite of Court Orders.  | iii) Take legal recourse i.e. filing recovery suite in appropriate court.<br>i) Termination of contract, if any.<br>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. |
| 11  | If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ <u>Goods and Services Tax</u> / Custom Departments recommends such a course  | Take Action as per the directions of CBI or concerned department.  |
| 12  | The following cases may also be considered for Banning of business:<br>(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.<br>(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.<br>(c) If the vendor/ supplier fails to submit required documents/ information, where required.<br>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier. | i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.  |
| <b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.  |   |  |
| <b>Note 8:-</b> In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.      |   |  |
| <b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills. |   |  |