

**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

O/o General Manager CFA, Chennai Telephones,  
No.2, Kushkumar Road, Nungambakkam, Chennai -34

From:

AGM (Tender)  
BSNL, Chennai Telephones  
2, Kushkumar Road, Chennai – 34  
Ph: 044-28216414

To

Prospective Bidders  
.....  
.....

No. AGM (T) / 4F Optical Fibre cable /2020-21/4

Dated 12-01-2021

Sub: - Tender documents for procurement of **Low count 4F Optical Fibre cable** for the  
year 2020-21 through e-procurement.- Reg.

Tender No.: AGM (T) / 4F Optical Fibre cable /2020-21/4 dated 12-01-2021

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 at the portal detailed in '**Special Instructions to Bidders for E-Tendering**' up to 11.00 hours of 03-02-2021 and bids will be opened at 11.30 hours of 03-02-2021.AGM (Tender)  
BSNL, Chennai Telephones  
Ph:044- 28216414 , 044- 28216415  
Email ID: agmtenderchtd@gmail.com

**SECTION – 1 Part A**  
**DETAILED NOTICE INVITING TENDER (DNIT)**  
**BHARAT SANCHAR NIGAM LIMITED**  
**(A Government of India Enterprise)**

O/o General Manager CFA, Chennai Telephones,  
 No.2, Kushkumar Road, Nungambakkam, Chennai -34

Digitally signed sealed Tenders are invited by GM CFA, Chennai Telephones for supply of following.

S. No	Name of Item	Approved Quantity (in Kms.)	Estimated Value of Procurement (Including GST )	Cost of Tender document (including 18% GST)
1	4F Optical Fibre cable	100	Rs. 10,00,000/-	Rs.590/-

**Note 1:** The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -50 % to +50 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

**Note 2:** 25 % of the Estimated Quantity/requirement in this tender enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSE/NSICs). However, in case eligible Micro & Small Enterprises (MSE/NSICs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

**Note 3 :Purchase of Tender Document:** Tender document can be obtained by downloading it from the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and also 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 <https://www.tenderwizard.com> from 18.00 hours of 12-01-2021 to 11.00 hours of 03-02-2021

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

**Note 5 :** The bidders cannot participate in the tender without downloading official copy of the tender document.

2.1 The bidders downloading e-Tender document are required to submit EOI document fee of Rs 500 /- + 18% GST [i.e. Rs 590/- Rupees Five Hundred and ninety only], which shall be non-refundable in the form of crossed demand draft, drawn on any Nationalised/Scheduled bank, in favour of **"Accounts Officer (Claims) HQ, BSNL, Chennai Telephones"** payable at Chennai .The scanned copy of the same should be uploaded on line failing which the tender Bid shall be left archived unopened/rejected.

2.2 The tender documents will be issued free of cost to MSE/NSIC bidders on production of requisite proof in respect of valid certification from MSE/NSIC for the tendered item. All the scanned relevant documents for the same need to be uploaded online.

**3 Availability of Tender Document:**

**3.1** The Tender document shall be available for downloading from 18.00 hour of 12-01-2021 onwards up to 11.00 hours of 03-02-2021.

**3.2** In case of tenders invited through E-Tendering process, Physical copy of the tender document would not be available for sale.

**4. Eligibility Criteria: The bidder should**

(a) be Indian Companies registered to manufacture the tendered item indigenously in India.

(b) have obtained valid Type Approval Certificate/Technical Specification Evaluation Certificate (TSEC) from QA BSNL, for the tendered item as per the technical specification mentioned as on the date of opening.

(c) Submit Proof of successful execution of Educational/commercial orders of DOT New Delhi /CGMTS Kolkata/CMDs of MTNL/CGMs of Telecom Circles for each of the tendered item (Inspection certificates by QA).

(d) Should submit the copies of Valid ED Registration Certificate, CST certificate / VAT Certificate, PAN and GST Registration Number.

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

**5. Bid Security Declaration:**

The MSE/NSIC units shall also submit Bid Security declaration.

**6. Date & Time of Submission of Tender bid:** As specified in the covering letter of this tender document i.e. up to 11.00 Hrs on 03-02-2021.

**Note :- 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 respectively.**

**7. Opening of Tender Bids: As per the schedule given below.**

Date of opening of Technical bid	11.30 Hrs on 03-02-2021
Date of opening of Price bid	Will be intimated later on.

**8. Place of opening of Tender bids:**

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. However, if required, authorized representatives of bidders (i.e. Supplier organization) with Proper Authorization can attend the TOE at the O/o GM CFA, Conference Hall at 2<sup>nd</sup> Floor, No:2, Kush Kumar Road., Nungambakkam, Chennai-34, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event(TOE). Please refer clause 19 of Section- 4 Part A.

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

**10.** The offers of the bidders whose online process of bidding (Tender Download process) are incomplete, they will not be considered and will not be available for opening process.

**11.** GM CFA, BSNL, Chennai Telephones reserves the right to accept or reject any or all tender bids without assigning any reason. BSNL is not bound to accept the lowest tender.

**11.1** The bidder shall furnish a declaration under his digital signature that no addition/deletion / correction have 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).

**11.2** 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.

**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 other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate. All computer generated documents should be duly attested/ signed by the issuing organization.**

AGM (Tender)  
BSNL, Chennai Telephones  
2, Kushkumar Road, Chennai – 34  
Ph: 044-28216414

## **SECTION- 2**

### **Tender Information**

#### **1. Type of tender- :**

- (a) Single Stage bid submission.
- (b) Two stage opening using two electronic Envelopes
- (c) The bids will be evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened.

#### **2. Bid Validity Period: 150 days** from the tender opening date.

**3.** In case of online tenders invited under two envelopes system, the 1st envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain scanned copies of the following documents.

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

- I. Cost of the tender document and Bid security Declaration certificate(original copy)
- II. Valid & current MSME certificate duly certified by MSME authorities and/or Bid Security declaration in accordance with clause 12. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted alongwith UAM certificate.
- III. Certificates issued by Competent Authority as a proof for successful execution of educational/ Commercial orders of any other Telecom Service Providers as mentioned in clause 2 of this section.
- IV. 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.
- V. All the pages of downloaded bid documents shall be duly signed by the authorized signatory for having read, understood and complying with all the terms and conditions of the Tender document & uploaded as a main document.
- VI. Tender/ Bid form- Section 9 Part A.
- VII. Articles or Memorandum of Association or Partnership Deed or proprietorship deed as the case may be
- VIII. Certificate of Incorporation of the firm.
- IX. A copy of GST registration certificate
- X. Clause by Clause compliance as per clause 11.2 of Section-4A
- XI. Latest Annual Report of two FY 2017-18 & 2018-19 or 2018-19 & 2019-20 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.
- XII. Non-Relation Certificate duly filled & signed.
- XIII. Completed Vendor Master Form as per Section 11.
- XIV. Xerox copy of PAN Card.
- XV. Undertaking & declaration duly filled & signed as per section 6 (A)
- XVI. Bidder's Profile & Questionnaire duly filled & signed.

- XVII. Documents stated in clause 10 of Section-4 Part A.
- XVIII. Declaration as per clause 11.1 of Sec 1 DNIT
- XIX. Undertaking as per clause 10.5 of Sec 4 Part A.
- XX. Undertaking duly signed by front bidder and its technology/consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally as per clause 12.7(d) of Sec 4 Part A.**
- XXI. List of all directors including their name(s), Director Identification Number(s)(DIN) and address(es) along with contact telephone numbers of office & residence.
- XXII. Registration certificate from State Director of Industries or Secretariat for Industrial Assistance (SIA), Ministry of Industries, Govt. of India.

b) **Financial envelope** shall contain:

Electronic Form- financial along with Price Schedule as per online price Bid Template/Form (Section 9 Part-B) with all relevant bid annexure.

**Note :-** The following documents are required to be submitted offline to the O/o AGM (Tender), No:2, Kush Kumar Road., Nungambakkam, Chennai-34 on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender)".

i) Bid security Declaration Certificate(original copy).

ii) DD/ Banker's cheque of Tender fee

iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.

All the documents along with Financial Bid needs to be uploaded online in the portal [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)

#### **4. Payment terms**

95 % payment shall be made on proof of receipt of goods by the consignee. The balance 5% payment shall be released within 6 months from the date of supply of the cable in case there are no damage/shortages. 100% payment shall be released on submission of ABG as specified in clause 11 Section-5 Part-A.

#### **5. Delivery Schedule**

The delivery of goods and documents shall be completed in all respects within six months from the date of issue of Purchase Order. First month will be lead period the delivery of goods and documents shall be completed within Four months from date of issue of Purchase Order. The quantity to be supplied will be 40% in second months, 30% in third month, and remaining 30% in fourth month. The actual delivery period shall be as per Purchase Order. Non-adherence of the above mentioned delivery period will attract imposition of penalty as per terms of tender documents.

#### **6. Consignee:**

Consignee details will be intimated in Purchase Order.

#### **7. Evaluation:**

Evaluation of the financial bids will be taken up on net cost to BSNL for 4F, the quantity will be distributed to a maximum of 3 (Three) Bidders according to Clause 4 of Section 4 Part B.

8. As per BSNL Co Ltr. No. CA/MMT/10-12/2019 dated 24-10-2019 , the nodal office responsible for the enforcement of all penal action in case of breach of tender conditions at Pre award stage/Post award stage by the Bidder/Vendor shall be **GM(CFA), BSNL, Chennai Telephones, Chennai-600 034.**

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

Procurement of 100 Km of 4F Low count OF Cable for last mile connectivity in provisioning of Leased Circuits in Chennai Telephones District against GR: TEC/GR/TX/ORM-01/04 SEP 2009 with latest amendment, if any

**SECTION- 3 Part B****TECHNICAL SPECIFICATIONS/ Requirements**

The technical specifications are as mentioned below.

**I. Cable Construction**

Sl No	Cable construction details	BSNL approved specification
1	Number of fibers per tube	4
2	Colour of fiber 4F	Blue, Orange, Green & Brown
3	Loose Tubes	1 No
4	Loose tube ID / OD	ID / OD 1.7/2.5 mm $\pm$ 0.1 mm
5	Loose tube	White
6	Peripheral strength member	1 $\pm$ 0.1 mm FRP Rod / ARP Rod
7	Peripheral strength member	Glass yarn. The Glass yarn shall be 8 kg/km (Min) to meet the 500N Tensile strength at 0.25% strain level.
8	Outer sheath thickness	2.0 mm (Nominal) HDPE Black
9	Outer all cable diameter	7.0 $\pm$ 0.5 mm
10	Cable weight	45.0 kgs (Nominal) per Km
11	Cable length	2.0 kms $\pm$ 10%
12	Printing details	Running length and BSNL for every meter

**2.Cable Mechanical Characteristics**

S. No	Description	BSNL approved specification
1	Tensile strength	500 N
2	Crush resistance	200 N
3	Impact Strength	5 NM
4	Torsion	$\pm$ 360°
5	Minimum bend radius	Short term 20*D Long term 24*D

**Temperature Performance**

Sl no	Description	BSNL approved Specification
1	Installation	-20 <sup>0</sup> C to + 70 <sup>0</sup> C
2	Service	-10 <sup>0</sup> C to + 70 <sup>0</sup> C
3	Storage	-10 <sup>0</sup> C to + 70 <sup>0</sup> C

**Attenuation**

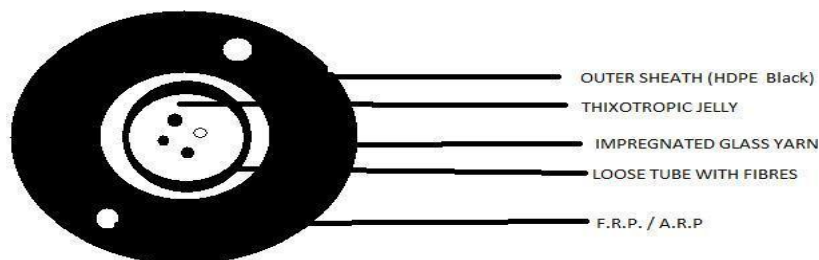
Sl no	Description	BSNL approved Specification
1	At 1310 nm	≤ 0.38 dB/ Km
2	At 1550 nm	≤ 0.25 dB/ Km
3	Max. Span Length	About 30 m

**V. Functional requirements**

1. Cable shall work in saline atmosphere and shall be protected against corrosion.
2. Cable shall be suitable and compatible to match with all optical accessories ie., FDMS, Splice closure, Termination Box, Splitters etc.
3. Undertaking stating that the optical and mechanical fibre characteristics shall not change during life of the cable.

**VI. Technical requirements**

1. The optical fibre used for manufacturing the cable shall be Single Mode Optical Fibre as per G.657A.
2. The fibre shall be source approved by CACT as per ORM GR No. TEC/GR/TX/ORM-01/04 SEP 2009 with latest Amendments.

**VII. Cable construction.****CROSS SECTIONAL VIEW OF THE CABLE****CROSS SECTIONAL VIEW OF THE CABLE****VIII. Raw Material used for manufacturing the cable.**

1. **Loose tube material** : Polypropylene / PBTB from CACT approved source against TEC ORM GR.



2. **Filling compound** : THIXOTROPIC JELLY from CACT approved source against TEC ORM GR.
3. **Peripheral strength member : Impregnated Glass Fiber yarn** : from CACT approved source against TEC ORM GR.
4. **HDPE for outer sheath** : from CACT approved source against TEC ORM GR.
5. **Peripheral strength member** : Two FRP / ARP rods in diagonally opposite embedded in the outer HDPE sheath.
6. **Rip Cord**

#### IX.Cable Mechanical Character

1. Repeated bending test
2. Kink test
3. Cable bent test : Diameter of the Mandrel used for testing shall be 20D
4. Tests on loose tube
  - i) Embrittlement test
  - ii) Kink test
  - iii) Drainage
5. Check of easy removal of sheath
6. Cable bend test at high and low temperatures- Diameter of the Mandrel Used for testing shall be 20D

#### X.General

1. No fibre in the cable shall have any joint.
2. Colour code : Blue, Orange, Green & Brown
3. Packing list
4. Cable shall meet the requirements of compatibility as per Cl. No. 6.3.4 of latest issue Telecordia GR-20-Core.
5. **Note:**
  1. For all cable related tests, test methods and procedures of TEC GR No. GR/OFC-19/01 Feb 2009 for 1-12F Optical fibre cable shall be followed.
  2. For test methods for all raw material, TEC GR on Raw Material for Manufacturing OFC TEC/GR/TX/ORM-01/04 SEP 2009 with Amendment No.1 shall be followed.
  3. QA will be done by QA circle to ensure that the specifications of the cables being procured are as per the BSNL Specifications .

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

S.No.	GOODS	QUANTITY	UNIT OF MEASUREMENT
1.	4F OFC CABLE	100	Km

**Short Lengths:** Short lengths ranging from 500 meters to 1000 meters are permitted equivalent to 2% of total ordered quantity of 4F OF Cable.

## SECTION-4 Part A

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 1.0 DEFINITIONS

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

#### 2.0 ELIGIBILITY CONDITIONS:

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

#### 3.0 COST OF BIDDING

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

#### 4.0 DOCUMENTS REQUIRED

4.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the

Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid. The Bids needs to be submitted online on portal [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) only.

4.3 No physical bids will be accepted for the purpose of participation in the e-tender.

## 5.0 CLARIFICATION OF BID DOCUMENTS

5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 14 days prior to the date of opening of the Tenders. Copies of the query and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

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

## 6.0 AMENDMENT OF BID DOCUMENTS

6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

6.2 The amendments shall be notified by the addendum through E-Tendering Portal and these amendments will be binding on them. Bidders who have downloaded the document are requested to visit the website frequently for any information on amendments issue, **no notification shall be sent to them by post.**

6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## 7.0 DOCUMENTS COMPRISING THE BID

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

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

## 8.0 BID FORM

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.

**9.0 BID PRICES**

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

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

(a) The Basic Unit price (Ex-Factory Price) of the goods, Freight, Forwarding, Packing, GST(SGST+CGST/IGST ) already paid or payable by the supplier shall be quoted separately item wise.

(b) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at 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 with sufficient detail to enable the Purchaser to arrive at the price of cable/ system offered.

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

9.6 The price approved by BSNL for procurement will be inclusive of Levies and Taxes, packing, forwarding, freight and insurance as mentioned in Clause 9.1 subject to other terms and condition as stipulated in Clause 22.2 of Section 4 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.

**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 following documents or whichever is required as per terms and conditions of Bid Documents.

- a) Valid MSE /NSIC Certificate, if applicable. In case the ownership of such MSE/NSIC Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- b) TSEC/Form QF 103 issued by the Q A Circle confirming to the BSNL Specifications issued by BSNL Corporate office.
- c) Inspection Certificate issued by BSNL (QA) for execution of educational/ Commercial Order for any size of OF Cable.
- d) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
- e) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3(b) or (c).
- f) Documentary proof of applicable rate of GST .

g) Certificate of incorporation.

10.2 Documentary evidence for financial and technical capability.

- a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.
- b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3 In order to enable the Purchaser to assess the proven-ness of the OF cables/system offered, the bidder shall provide documentary evidence regarding the OF cables/system being offered by him.

10.4 The offered product has to be type approved. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval. Or in case goods offered have already been type approved/ validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.

10.5 A signed undertaking from Authorized signatory of the bidder that shall certify that all components/parts/assembly/ 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 GOODS' CONFORMITY TO BID DOCUMENTS**

11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the Conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc., and the bidder shall furnish:

- (a)** a detailed description of goods with essential technical and performance characteristics;
- (b)** a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
- (c)** a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions of AMC (Section- 5 Part A, B ) shall not be considered.

11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and cable 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 DECLARATION

12.1 Deleted

12.2 The MSE/NSIC bidders are also need to submit bid security declaration:

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

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

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

12.5 Deleted.

12.6 Deleted

12.7 The bid security declaration may be enforced:

- (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 of section4 PART A 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 and its technology/ consortium partner stating that both of them i.e. the front bidder and its technology/ consortium partner shall be liable for due performance of the contract jointly and severally, failing which both of them shall be liable to be barred from participating in future tenders/EOIs/RFPs of BSNL for a period of two years."

## 13 PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for period of 150 days from the Tender opening date.

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 there to shall be made in writing. The bid security declaration provided under clause 12 shall also be suitably extended.

The bidder may refuse the request without enforcement of its bid security declaration. 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. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

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

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of Appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (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.

#### **15. Online Submission of BIDS**

15.1 The bid should be submitted Online. **In online Tendering system there is Two Stage Bidding & Two Envelope System.** The Techno-Commercial and the Financial bids needs to be submitted simultaneously. All the relevant documents need to be uploaded online and the financial bid to be filled in online as per the online form /Template available.

15.2 **Venue of tender opening:** Tender will be opened in the Conference Hall of GM CFA ,2<sup>nd</sup> Floor, No. 2 Kushkumar Road, Nungambakkam, Chennai - 34 at 11.30 hours on the due date. If, due to administrative reason, the venue of the bid opening is changed, it will be displayed prominently on the notice board

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

#### **16. SUBMISSION OF BIDS**

16.1. Bids must be submitted online by the bidders as per the Key Dates.

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

16.3 The bidder shall submit its bid offers online.



## **17. LATE BIDS**

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

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

18.1 The bidder may modify, revise his bid online after submission prior to deadline prescribed for submission of bid i.e. as per the Tender schedule date.

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

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

## **19. OPENING OF BIDS BY PURCHASER**

19.1 The purchaser shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online (in case of e-Tenders) who chose to attend, at time & date specified in Clause 7 of D NIT(Section-1) on due date.

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

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

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

(i) In two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in DNIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case.

(ii) Thereafter the TEC(Tender Evaluation Committee) will evaluate Techno-commercial bids & the report of TEC will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

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

- a) Name of the Bidder
- b) Name of the item
- c) Bid security declaration certificate 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 declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

## 20 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.

## 21.0 PRELIMINARY EVALUATION

21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 13 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 12 the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

**21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.**

21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## 22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

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

22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of GST, Packing, Forwarding, Freight etc. as arrived in Col. 16 of the price schedule in the Section-9 Part B of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further the bidder is also required to mention the taxes if any applicable on the movement of goods.

- (b) (i) Duties, taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO.
- (ii) Suppliers should furnish the correct HSN / SAC classification / Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
- (iii) In case the Duties, Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties, Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties, Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- (iv) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
- (v) If the supplier fails to furnish necessary supporting documents i.e. Invoices / Customs invoices etc. in respect of the Duties, Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm.
- (vi) 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 and Cesses will be deducted from the payment due to the supplier.
- (g) 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 and Cesses will be deducted from the payment due to the supplier.

## 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 its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

**24 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 counteroffer 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 GST within scheduled delivery date(SDD), the unit prices with applicable revised GST 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 derated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 4 (Distribution of Quantity) in section4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

**25. PURCHASER'S RIGHT TO VARY QUANTITIES**

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

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

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

## **27. ISSUE OF ADVANCE PURCHASE ORDER**

27.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance alongwith performance security in conformity with the proforma provided with the bid document at Section-7(b).

27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

27.4. The Bidder should submit the valid TSEC before issuance of APO if Form QF-103 submitted at the time of bid submission.

## **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 declaration in pursuant to clause 12, except in case of L-1 bidder, whose EMBG 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 enforcement of the bid security declaration in which even the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

## **30. QUALITY ASSURANCE REQUIREMENTS**

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

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

- (j) A 'Quality Manual' detailing the above or infrastructure assessment certificate and Type Approval Certificate (TAC)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.

### 31. REJECTION OF BIDS

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

- a) The bids will be rejected at opening stage if Bid security declaration is not submitted as per Clause 12 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and / or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- f) Section -4 Part A clause 9.5 on discount which is reproduced below:

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

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/ companies present on the occasion.

31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to officer competent to approve the tender as early as possible preferably on next working day

and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) day notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

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

- (a) Does not supply the cable in time,
- (b) Cable does not perform satisfactory in the field in accordance with the specifications.
- (c) Or any other default whose complete list is enclosed in Appendix-1.
- (d) Purchaser will take action as specified in Appendix-1 of this section.

### **33. NEAR-RELATIONSHIP CERTIFICATE**

33.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security declaration will be enforced at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

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

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

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

### **34. 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.

**35. 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.

**36. Reservation/ Procurement from MSE/NSIC units:** The guidelines / instructions / laws issued vide D.O. No21(1) -2011-M.A..April 25th, 2012 & amendment vide D.O.No.21(8)/2018-MA dated 13-11-2018 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSE/NSICs) shall be followed.



**SECTION-4 Part B**  
**SPECIAL INSTRUCTIONS TO BIDDERS**

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

**1. Eligibility Conditions**

As mentioned in Clause (4) DNIT Section-1 Part-A

**2. TSEC :**

The successful bidder's who have applied for TAC/TSEC, and submitted QF-103 has to produce a valid TSEC certificate before issuance of APO. APOs will not be issued to those firms who have not submitted valid TSEC.

**3. Bid Security Declaration :**

The bid security declaration and Micro & Small Enterprise (MSE) /NSIC registration certificate as prescribed in clause 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bid security declaration shall be submitted as per the format given in Section-7 A.

**4. Distribution of Quantity**

(i) The Purchaser intends to limit the number of technically and commercially responsive **3 (Three)** 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.

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

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

**Table 1(B) (With provisions for MSE/NSIC Units)**

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)			Quantity earmarked for MSE/NSIC
	L1	L2	L3	
One bidder	75%	Nil	Nil	25%
Two bidders	45%	30%	Nil	25%
Three Bidders	37.5%	22.5%	15%	25%

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

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

**Note 3:** If L-1, L-2, L-3, etc happens to be MSE/NSIC bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be distributed amongst such MSE/NSIC bidders.

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

(iii) Increase in percentage of procurement of goods and services by Government Department/CPSEs from MSEs has been increased to 25% of their total procurement

(iv) Minimum 3% reservation for woman owned MSEs within the above mentioned 25% reservation is provided and

(v) The 25% includes a sub-target of 5% procurement from the MSEs owned by SC/ST entrepreneurs.

**Note 4 :** De-rating factor shall be calculated for determination of ordering price in respect of L-2 & others based on L-1 price

4. (i) The delivery of goods and documents shall be completed in all respects within six months from the date of issue of Purchase Order. First month will be lead period the delivery of goods and documents shall be completed within Four months from date of issue of Purchase Order. The quantity to be supplied will be 40% in second months, 30% in third month, and remaining 30% in fourth month. The actual delivery period shall be as per Purchase Order. Non-adherence of the above mentioned delivery period will attract imposition of penalty as per terms of tender documents.
- (ii) The supply will be accepted only after quality assurance test are carried out by the Quality Assurance Wing of BSNL as per prescribed schedule and material passing the test successfully and after excise gate pass issued by Excise Authorities, Government of India for that purpose.

5. RANKING and Evaluation: The ranking & evaluation of the tender as well as allotment of the work will be done item wise.

6. The bidder shall ensure that his four months production capacity is equal to or more than tendered quantity. Bidder ensures that he shall be able to supply the entire tendered quantity and/ or additional quantity as per tender terms and conditions within stipulated time as and when asked for, irrespective of his other commitments, purchase orders, financial condition or payments due to him for earlier supplies under this tender or other tenders of BSNL. In case the bid is for quantity is less than the tendered quantity as mentioned in SOR, the bid will be treated as non responsive and rejected.

7. The prices evaluation is being done on the prices inclusive of all taxes freight etc. excluding

cenvatable duties and taxes as per clause 22 of section 4 Part-A.

8. In case the vendor participates in the tender with old GR of tendered item, BSNL has full right to issue the APO/PO on the vendor; the tendering firm shall take proper action for getting TSEC as per new GR well in advance, so that the supply against the order, if placed on him, is not delayed for non-availability of TSEC. Any delay on this issue shall be on firm's account and no extension in time over the period stipulated in the APO/ PO shall be admissible.

**Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.**

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

## Section- 4 Part C

### E-tendering Instructions to Bidders General

#### I. General

Submission of Online Bids is mandatory for this tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic E-Tendering, BSNL, CHENNAI TELEPHONES, has decided to use the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI , a Government of India Undertaking.

Benefits to suppliers/service providers are outlined on the Homepage of the portal. Those suppliers/service providers not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must read the terms and conditions of this tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

#### Instructions

1. Information and instructions for bidders posted on website <https://www.tenderwizard.com/BSNL> shall form part of bid document. If not registered, the intending tenderers should get themselves registered with M/s ITI Limited, as per instructions on their web site, by paying applicable fee as per Govt. of India ruling.
2. **Online Tender Bidding Methodology:**  
Sealed Bid System – Single-Stage bidding & two-stage opening  
Financial bids & Technical bids shall be submitted by the bidder at the same time. E-Reverse Auction/negotiation (if required by BSNL CHENNAI TELEPHONES ) after opening of Financial bids. In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time
3. **Broad outline of activities from Bidders prospective:**
  - (i) Procure a Digital Signing Certificate (Class III) (DSC).
  - (ii) Register on Electronic E-Tendering (<https://www.tenderwizard.com/BSNL>).
  - (iii) Create Users and assign roles on <https://www.tenderwizard.com/BSNL>.
  - (iv) View Notice Inviting E-Tender (NIT) on <https://www.tenderwizard.com/BSNL>.
  - (v) Download Official Copy of E-Tender Documents from <https://www.tenderwizard.com/BSNL>.
  - (vi) Clarification to E-Tender Documents on <https://www.tenderwizard.com/BSNL> – Query to BSNL (Optional) – View response to queries posted by BSNL, through addenda.
  - (vii) Bid-Submission on <https://www.tenderwizard.com/BSNL> : Prepare & arrange all document/paper for submission of bid online and offline.

- (viii) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Technical Part.
- (ix) Post-TOE Clarification on <https://www.tenderwizard.com/BSNL> (Optional) – Respond to BSNL's Post-TOE queries.
- (x) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Financial Part (only for Technical Responsive Bidders).
- (xi) Participate in e-Reverse Auction on TENDER WIZARD if required by BSNL

**4. Contractor must ensure to quote the Service Charges @ appropriate column in Price Bid. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). Conditional tender shall be rejected.**

5. For participating in this E-Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).

**Note 1:** It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

**Note 2:** While uploading the documents, it should be ensured that the file name should be the Name of the document itself.

**6. Digital Certificates:**

For integrity of data and its 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 (Class III) (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA). [Refer <http://www.cca.gov.in>].

**7. REGISTRATION:**

- (i) The E-Tender document can be downloaded from the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and to be submitted in the e-format. Cost of the E-Tender Document (in the form of DD) and Bid Security declaration have to be submitted as per address given in Bid document before the scheduled date and time of submission of the E-Tender otherwise the Bid will not be considered.
- (ii) Amendments, if any, to the E-Tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document. Intending

bidders are requested to register themselves with M/s ITI through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned E-Tender. The CGM, BSNL ,CHENNAI TELEPHONES, has decided to use process of E-Tendering for inviting this E-Tender and thus the physical copy of the E-Tender would not be sold.

- (iii) The Tenderers are required to pay “ 0.05 % of Total Estimated cost of Tender or as decided by the Application Service Provider ” { ASP (i.e.,) To be paid to the E - Portal vendor - M/s ITI Limited }

**Note: After successful submission of Registration details and Vendor Registration fee and processing fee (as applicable), please contact Tender Wizard Helpdesk**

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

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

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

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

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

TENDER WIZARD offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this

purpose, representatives of bidders (i.e., Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

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

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

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

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

## 10. E-Reverse Auction

E-Reverse Auction would be conducted item wise on net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part. And also, If only one techno-commercially eligible bidder is available, BSNL reserves the right to go for manual negotiation.

The following would be parameters for e-Reverse Auction:

Sl No	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	One or Two hours
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	5 minutes

3.2	Automatic Extension Time-Duration	10 minutes
3.3	Maximum no of Auto-Extension	6 Automatic Extension
4	Criteria of Bid-Acceptance	'Beat on Starting Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	L1 of the respective item of Financial-Part
6	Minimum Bid-Decrement	Will be intimated later
7	Display of 'Pseudo Identity' of Bidders during bidding	All Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current Rank	Yes

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

## 11. Other Instructions

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

Important Note: It is strongly recommended that all authorized users of Supplier organizations should

thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of TENDER WIZARD.

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on TENDER WIZARD
2. Register your organization on TENDER WIZARD well in advance of your first tender submission deadline on TENDER WIZARD.



3. Get your organization's concerned executives trained on TENDER WIZARD well in advance of your first tender submission deadline on TENDER WIZARD.
4. **Submit your bids well in advance of tender submission deadline on TENDER WIZARD (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc).**

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

## 12. Important Note:

In case of internet related problem at a bidder's/BSNL 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 eProcurement/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).

## 13. Minimum Requirements at Bidders end

- (i) Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7)
- (ii) Broadband connectivity.
- (iii) Microsoft Internet Explorer 6.0 or above
- (iv) Digital Certificate (Class III)(s)

## 14. Helpdesk (as given below) to get your registration accepted/activated.

### Helpdesk

Mobile No

: Mobile : 9894191904 / 9941947400

E-mail ID

**twhelpdesk680@gmail.com,**

## 15. BSNL Contact:

BSNL's Contact Person-1	BSNL's Contact Person-2
<i>AGM Tender</i> Telephone No. 044-28216414 From 10:00 hours to 17:30 hours on working days	<i>AGM TP</i> Telephone No. 044-28212624 From 10:00 hours to 17:30 hours on working days

## 16. Offline Submission:

The bidder is requested to submit the following documents at O/o AGM (Tender),  
No:2, Kush Kumar Road., Nungambakkam, Chennai-34 on or before the date & time of  
submission of bids specified in covering letter of this tender document, in a Sealed Envelope.  
The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN  
BEFORE' (due date & time).

1. Bid security declaration in original.
2. DD/ Bankers cheque against payment of tender fee.
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A.

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

**1. APPLICATION**

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

**2. STANDARDS**

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

**3. PATENT RIGHTS**

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

**4. PERFORMANCE SECURITY**

4.1 All suppliers (including MSE/NSICs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 3% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

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

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

**5. INSPECTION AND TESTS**

5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the cable and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any cable 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 cable 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 cable 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 cable 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 cable 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 cable shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods and documents shall be completed within time frame stated in note 7 of Clause 6 of Section-2 (Tender information).

6.3 All Technical assistance for installation, commissioning and monitoring of the cable 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**

Deleted.

## **8. INCIDENTAL SERVICES**

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

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

## **9. SPARES**

9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in Sec-4 Part A clause 9.

- (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.

(b) In the event of termination of production of the spare parts, the supplier shall:

(i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and

(ii) following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

9.2 Over a period of three years starting from the date of final acceptance, the supplier shall supply, at its own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of its need.

## **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 cable, inadequate quantity of material to meet cable requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) **twelve months** after the stores have been taken over under clause 5.5 above.

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

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

## **11. PAYMENT TERMS**

11.1 Payment of specified percentage of the price as stated in clause 4 of Section -2 (Tender Information) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

(a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.

(b) Acknowledged Delivery Challan in original.

(c) Inspection Certificate of QA (Payable copy in original)

(d) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.

(e) E-way bill as prescribed in the GST law in case of movement of goods

(f) Proof of payment of GST, if applicable.

(g) 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 invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.

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

- a) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- b) Copy of insurance certificate.

4) BSNL can adjust / forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoice. Further the supplier undertakes to comply with the provision of GST Law as may be applicable.

**Note:** "If the supplier fails to furnish necessary supporting documents i.e. GST invoices etc. in respect of the Duties/Taxes, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm."

11.2 The balance 5% payment shall be released within 6 months from the date of supply of the cable in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

Further, in case of any dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains.

Additionally, in case the dispute is not settled due to any act of the supplier and input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier.

11.2.1 "100% payment (in place of 95% specified in clause 11.1 above) may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance payment of 5% of the value of supplies (specified in clause 11.2 above) valid for a minimum period of **seven** months is furnished by the supplier along with an undertaking that the goods / stores supplied shall be free from shortages / damages. 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. No payment will be made for goods rejected at the site on testing.

11.4. The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier.

The bidder company is required to submit Vendor Master form available at Appendix 2.

## **12. PRICES**

12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes as specified in Clause-12.2 mentioned below.

12.2 For changes in taxes 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 GST applicable at that time

(b) In case of reduction of GST during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.

(c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

12.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

## **13. CHANGES IN PURCHASE ORDERS**

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

(a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;

(b) the method of transportation or packing;

(c) the place of delivery; or

(d) the services to be provided by the supplier.

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

## **14. SUBCONTRACTS**

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

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

15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

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

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

(a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below

(b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.

(c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA 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. However for deliveries made after expiry of the contracted delivery period, without prior concurrence of the purchaser, should be accepted by the consignee and such delivery will not



deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.

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

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

(b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

(c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.

(d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.

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

16.3 In cases where the scheduled delivery period is distributed month-wise or is in 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 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:

(a) The Store has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.

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

16.5 GST (if applicable) on account of liquidated damages due to delay in supply of goods space 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.**

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 of this section;
- b) if the supplier fails to perform any other obligation(s) under the Contract; and

- c) Equipment does not perform satisfactorily in the field in accordance with the specifications;
- d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

#### 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

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
Up to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL(Note: BSNL will forward a list containing names of three empaneled 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 pendent-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.

**29 B) 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):--
- The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
  - 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;
  - 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;
  - 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)
Up to 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.

11. Following Arbitration clause may be incorporated in Contracts POs, APOs, Tenders, and 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 commercial contracts between Central Public Sector Enterprises(CPSEs)/Port Trusts inter se and also between CPSEs and Government Department(s) / organisations(s) (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments). Such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no.4(1) 2013-DPE (GM) / FTS-1835 dated 22<sup>nd</sup> May'2018.

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.

#### **I. 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.

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

20.3 The venue of the arbitration proceeding shall be the office of the CGM, CHTD, BSNL, Chennai.

## 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 TP, 2nd Floor, No.2, Kushkumar Road, Nungambakkam, Chennai-34, the User cell of Planning Branch of Chennai Telephones.

## 23. DETAILS OF THE PRODUCT

The bidder should furnish the name of its collaborator (if applicable), brand name, model number and type of the products offered in this tender. The technical literature 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 cable;

And / or

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

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

24.3 The vendor while applying for extension of time for delivery of cable/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 cable/ 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 the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

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

## **26. General Guidelines:**

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

## **27. GST Invoice:**

- 27.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 27.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 27.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- 27.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.
- 27.5 Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.
- 27.6 BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 27.7 It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 27.8 E-waybill number should be mentioned on the invoices.
- 27.9 Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
  - (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost would be borne by supplier.
  - (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required



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

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

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

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

**ANNEXURE**

Sr. NO	Particulars for 'Input Invoice'
1.	Name and Register addresses of the supplier
2	GST registration number of supplier
3	Name of BSNL Entry
4	'Bill to ' and 'Ship to' address of BSNL
5	GST Registration number of BSNL
6	Date of Invoice
7	Invoice Number
8	Place of Supply( Including State)
9	Type of Tax( CGST<SGST and IGST)
10	Rate of Tax
11	Value of Goods/Service and Type/rate/amount of Tax should be separately mentioned
12	Quantity of Goods
13	Total Value of Invoice
14	Description of supply of goods/service
15	HSN code in case of goods
16	Accounting code in case of service
17	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.

Sr. No	Particulars for 'Receipt Voucher'
1.	Name and Registered addresses of the supplier
2	GST registration number of supplier
3	Name of BSNL Entry
4	'Bill to ' and 'Ship to' address of BSNL
5	GST Registration number of BSNL
6	Date of document issued
7	Document Number
8	Place of Supply( Including State)
9	Amount of advance taken
10	Type of Tax (CGST,SGST and IGST)
11	Rate of Tax
12	Quantity of Goods
13	In case invoice has more than one tax rates, rate of tax and amount of tax for each supply should be mentioned separately.

Note: Invoice used at a later stage against receipt in voucher to mention this document number.

Refund voucher to be issued against the advances received if no supply is made and no invoice is raised.

28. Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017, on grounds of Defence of India and National Security.

28.1 Bidder's from a country which shares a land border with India will not be eligible to participate in this tender, unless the bidder is registered with Department for Promotion of Industry and Internal Trade (DPIIT) under Order (Public procurement No. 1) issued by Ministry of Finance, Department of Expenditure in line with OM No. F.No.6/18/2019-PPD dt 23rd July, 2020 inserting Rule 144 (xi) in GFR 2017.

28.2 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

28.3 "Bidder" (including the term 'tenderer', 'consultant', or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of the Order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

28.5 The beneficial owner for the purpose of 27.4 above will be as under:

28.5.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

28.5.2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

28.5.3. In case of unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

28.5.4. Where no natural person is identified under 27.5.1 or 27.5.2 or 27.5.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

28.5.5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

28.6 An agent is a person employed to do any act for another, or to represent another in dealings with third person.

28.7 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**28.8 In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids.**

28.9 Bidders not having a land border with India are to submit Annexure – I. Firms which do not submit Annexure – I will be considered as non-responsive and could be summarily rejected.

28.10 Bidders having a land border with India are to submit Annexure – II. Firms which do not submit Annexure – II will be considered as non-responsive and could be summarily rejected.

**ANNEXURE - I**

**Certificate with regard to the bidder not having a land border with India**

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s. \_\_\_\_\_ is not from such a country.

For and on behalf of (Name of firm/entity) Authorized signatory

ANNEXURE – II

**Certificate with regard to the bidder having a land border with India**

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

I hereby certify that, M/s. \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority should be attached.

For and on behalf of (Name of firm/entity) Authorized signatory

## SECTION –5 Part B

### SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

#### 1. Quality Assurance and Testing:

a) The supply will be accepted only after quality assurance tests are carried out by the Quality Assurance Wing of BSNL as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by Excise Authorities.

b) The QA units of BSNL while clearing the cable/ stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per Purchase Order, of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.

**Note:** Generally cable (indigenous or imported) upon completion of TAC/Validation shall have to be supplied after successful testing by Quality Assurance Wing of BSNL.

2. Spares: (Not Applicable)

3. Loading: (Not Applicable)

## SECTION-6

### UNDERTAKING & DECLARATION

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

**a) Certified that:**

I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

**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 Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: .....

Signature of Tenderer

Place: .....

Name of Tenderer .....  
Along with date & Seal



## 6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

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

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

Signature

(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

## 6(C) NON BLACK LISTING CERTIFICATE

T E NO

To  
The General Manager (CFA),  
Chennai Telephones,  
No.2, Kushkumar Road,  
Chennai-600 034.

We hereby certify that we have not been black listed by any BSNL Circle or any other Government Departments at any time so far.

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

Signature: .....

(Name in Block Letters of the  
SIGNATORY)

In the Capacity of

**SECTION- 7**  
**PROFORMAS**

**7A. BID Security Declaration Certificate**

Tender No. \_\_\_\_\_ Date: \_\_\_\_\_

“I have read the clause regarding bid declaration certificate and I accept that if I withdraw (or) modify the bids during period of validity etc., my bid will be suspended/debarred/banned for the period of one year.

For and on behalf of (Name of firm/entity) Authorized signatory

**7(B) For the Performance Guarantee**

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

Dated:.....

**Sub: Performance guarantee.**

Whereas CGM ,BSNL CHTD R/o .....  
 has issued an APO no. .... Dated ...../...../20.... Awarding the work of .....  
 ... to M/s .....  
 R/o ..... (hereafter referred to as "Bidder") and BSNL  
 has asked him to submit a performance guarantee in favour of of Rs. ..../- (hereafter  
 referred to as "P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity  
 Date ") Now at the request of the Bidder, We .....  
 Bank .....Branch having .....  
 ..... (Address) and Regd. office address as .....  
 .....  
 (Hereinafter called 'the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the **CGM ,BSNL CHTD** that if in the opinion of the **Bharat Sanchar Nigam Limited, Chennai Telephones** 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 **CGM ,BSNL CHTD** the said sum limited to P.G. Amount or such lesser amount as **CGM ,BSNL CHTD** may demand without requiring **CGM ,BSNL CHTD** to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. Any such demand from the **CGM ,BSNL CHTD** shall be conclusive as regards the liability of Bidder to pay to **CGM ,BSNL CHTD** or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and **CGM ,BSNL CHTD** 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 **CGM ,BSNL CHTD** 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 **CGM ,BSNL CHTD** 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 **CGM ,BSNL CHTD** or any indulgence by **CGM ,BSNL CHTD** to Bidder or any other matter or thing whatsoever which under

the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the **CGM ,BSNL CHTD** under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case **CGM ,BSNL CHTD** demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**BSNL Chennai Telephones, Chennai**"

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: ..... (Signature of the Bank Officer):

Date: ..... Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank:

.....

.....

Telephone Numbers.....

Fax numbers .....

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

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

**Subject:** Authorization for attending Bid opening

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

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

.....  
Signature of the Representative

Signature of Bidder/ Officer  
authorized to sign

.....

Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

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

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

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

Registered Acknowledgement Due

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

Address of the purchaser

-----  
-----

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 alongwith 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

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

To

M/s .....

.....

Registered Acknowledgement Due

Address of the purchaser

.....

.....

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 &amp; Questionnaire

(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

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

2. Present Correspondence Address

.....

.....

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

FAX No. ....

3. Address of place of Works/

Manufacture .....

.....

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

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

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

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

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

.....

.....

.....

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

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

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

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

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

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

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



9. (i.e. manufacture of the tendered item) in Delhi? If so state its Address

.....

.....

**B) Questionnaire**

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

1.1 If Yes, Give details

.....

.....

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

2.1 If Yes, Give details

.....

.....

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

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

4. Suggestion for improvement of the tender document.

.....

.....

.....

Place.....

Signature of contractor .....

Date ..... 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 .....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 @ 3% 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...

Signature .....

Witness Name .....

Signature..... In the capacity of .....

Name ..... Duly authorized to sign the bid for and on

Address ..... behalf of .....

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

S.No	SoR Item Description	Total quantity	Basic Unit Price excluding all taxes & 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 and charges but excluding ITC (net total cost)	HSN for goods and SAC for services
				Rate*	Amount	CGST		SGST		IGST						
						Rate	Amount	Rate	Amount	Rate	Amount					
1	2	3	4	5	6=5x4	7	8=7x(4+6)	9	10=9x(4+6)	11	12=11x(4+6)	13=4+6+ [(8+ 10) or 12]	14=(8+ 10) or 12	15=13-14	16=3x15	17
1	4F OF cable	100 Km														

**Notes for bidder:**

- 1 Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required
- 2 If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4 & the Goods and Services Tax (GST) in column 7 to 12
- 3 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.
- 4 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
- 5 **\* %age Rate of FF & packing should be shown of Basic Unit Price excluding all taxes & charges ( i.e as %age of Col.4)**
- 6 The FF & packing amount quoted shall not be subject to change after bid evaluation/ ordering on account of change of Copper, Lead base price, changes in duties & taxes of item, etc.
- 7 Bidder must mandatorily mention HSN & SAC numbers

**Declaration by bidder**

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

**Name of Bidder:**

Appendix-1 to Section 4 Part A of referred at clause 32		
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee .	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii)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.
	b) Certificate for claiming exemption in respect of tender fee 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.	
	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
1(b)	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD. iii)Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods & services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD. iv)Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods & services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
3	Non-receipt of acceptance of APO/AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Enforcement of BID Security declaration.
4.1	Failure to supply and/ or Commission the cable and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the cable and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. lii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied cable does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO / Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD.  OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded cable (Financial penalty = Price – price determined for degraded cable) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<div>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; OR</div> <div>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 cable (Financial penalty = Price – price determined for degraded cable) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</div> <div>iii) Withdrawal of TSEC/ IA issued by QA Circle.</div>
6	Submission of claims to BSNL against a contract	<div>i) Recovery of over payment from the outstanding dues of Vendor including PG &amp; SD etc. and by invoking “Set off” clause 21 of Section 5 Part A or by any other legal tenable manner.</div> <div>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.</div>
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	(c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
Note 5:- The claims may be submitted with or without collusion of BSNL Executive / employees.		
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		



S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL cable(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/ Sabotages functioning of the BSNL network cables such as exchanges, BTS, BSC/ MSC, Control cable including IN etc., transmission cables but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and / or any other TSP(s).</p> <p>d) Hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc. e)undertakes any action that affects/ endangers the security of India.</p>	<p>(i) Termination of PO/ WO.</p> <p>(ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>lii) 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 cable/ material (or its part).</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
		<p>(Continued from page 59)</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 cable (Financial penalty = Price – price determined for degraded cable) himself and/ or through a committee.</p> <p>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 cable/ 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 cable (Financial penalty = Price – price determined for degraded cable) himself and/ or through a committee. 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
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	i) Termination of contract, if any.  ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.  iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	i) Termination of contract, if any.  ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
12	The following cases may also be considered for Banning of business:	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
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2	
	(c) If the vendor/ supplier fails to submit required Documents / information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
<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.		



## Proforma Appendix -2 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*	: <table border="1" style="width: 100%; height: 20px;"></table>			
	: <table border="1" style="width: 100%; height: 20px;"></table>			
	: <table border="1" style="width: 100%; height: 20px;"></table>			
Address *	: <table border="1" style="width: 100%; height: 20px;"></table>			
	: <table border="1" style="width: 100%; height: 20px;"></table>			
	: <table border="1" style="width: 100%; height: 20px;"></table>			
Town/District*	: <table border="1" style="width: 100%; height: 20px;"></table>			
City*	: <table border="1" style="width: 100%; height: 20px;"></table>			
State*	: <table border="1" style="width: 100%; height: 20px;"></table>			
Postal/Pin code*	: <table border="1" style="width: 100%; height: 20px;"></table>	Country*	: <table border="1" style="width: 100%; height: 20px;"></table>	

### Contact Details:

Telephone Number	: <table border="1" style="width: 100%; height: 20px;"></table>	Fax No.	: <table border="1" style="width: 100%; height: 20px;"></table>
Email_id	: <table border="1" style="width: 100%; height: 20px;"></table>		
(Mandatory for E-Tendering)			
Name of Contact Person	: <table border="1" style="width: 100%; height: 20px;"></table>	Mobile No.	: <table border="1" style="width: 100%; height: 20px;"></table>
Alternate Contact Person	: <table border="1" style="width: 100%; height: 20px;"></table>	Mobile No.	: <table border="1" style="width: 100%; height: 20px;"></table>

### Tax information:

PAN	: <table border="1" style="width: 100%; height: 20px;"></table>
Service Tax reg. no.	: <table border="1" style="width: 100%; height: 20px;"></table>
LST(Local VAT Reg.No.):	: <table border="1" style="width: 100%; height: 20px;"></table>
CST Reg. No	: <table border="1" style="width: 100%; height: 20px;"></table>
Tax Registration no.	: <table border="1" style="width: 100%; height: 20px;"></table>
(for Foreign Vendors)	

### Income Tax Exemption details:

IT exemption no.	: <table border="1" style="width: 100%; height: 20px;"></table>	IT exemption rate	: <table border="1" style="width: 100%; height: 20px;"></table>
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IT Exemption date : 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 ☐

- b) I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.  
 c) I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

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
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