

**BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)**



BID DOCUMENT

Tender for Supply of : - SMF VRLA Batteries of various capacity
Tender Enquiry No. : - UPW/CFA-MM/VRLA Bty/2020-21
Date of Issue :- 05.06.2020
Date of Submission : - 25.06.2020 up to 14:30 hrs
Date of Opening : - 26.06.2020 AT 15:00 hrs.
Bid validity : -150 days

(Note: Kindly see all clarifications/corrigendum on website & read Bid Document carefully before submission & ensure that all documents are fully authenticated by the Authorized Signatory with his Digital signature)

Tender ID: 2020_BSNL_562917

MM SECTION

**O/O Chief General Manager Telecom
U.P. (WEST) Telecom Circle
Room No: 403, 4th Floor, Shastri Nagar TE Bldg
Meerut 250004
Phone No - 0121- 2603565. Fax No - 0121- 2603800
E-mail : agmmmco@bsnl.co.in**

SECTION-1
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

MM Cell, Room No: 403, 4th Floor, Shastri Nagar TE Bldg, O/o CGMT UP West Circle Meerut

From:

To,

AGM (MM)

All Prospective Bidders.....

Room No: 403, 4th Floor, MM Cell,

O/o CGMT UP West Circle

Shastri Nagar TE Bldg,

Meerut- 250 004.

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No. UPW/CFA-MM/VRLA Bty/2020-21

Dated: 05.06.2020

Sub: - Tender documents for Supply of SMF VRLA Batteries of various capacity

TE No.: UPW/CFA-MM/VRLA Bty/2020-21 issued on 05.06.2020

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

Section	Title	Pages
1.Part A	Detailed NIT	3-6
1. Part B	Newspaper NIT	Deleted
2.	Tender Information	7-8
3 Part A	Scope of work	9
3 Part B	Technical Specifications/ Requirements	10
3 Part C	Schedule of Requirements(SOR)	11
4 Part A	General Instructions to Bidders(GIB)	12-30
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5 Part A	General (Commercial) Conditions of Contract (GCC)	41-57
5 Part B	Special (Commercial) Conditions of Contract (SCC)	58-59
5 Part C	General Conditions of Warrantee & AMC	60-62
6.	Undertaking, declaration & Certificates	63-67
7.	Proforma (s)	68-86
8.	Bidder's profile & Questionnaire.	87-88
	Appendix-1 to Section 4 Part A	89-97
9	Bid Form & Price Schedule	98-101

If interested, kindly submit your bid offers online (through CPP Portal of Government of India website: www.eprocure.gov.in) on or before date & time specified in Clause 6 of detailed NIT.

Sd/-

AGM (MM)

O/o CGMT U.P. (West) Telecom Circle

Phone No - 0121- 2603565. Fax No - 0121- 2603800

E-mail : agmmmco@bsnl.co.in



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

MM Cell, Room No: 403, 4th Floor, Shastri Nagar TE Bldg, O/o CGMT UP West Circle Meerut – 250004

TE No. UPW/CFA-MM/VRLA Bty/2020-21

Dated: 05.06.2020

Online Tenders (Digitally Signed) are invited by CGMT, UP (West) Circle, BSNL Meerut from eligible bidders for procurement of the following Items.

Sl. No	Name of items	Qty	Tech. Spec. No.	Download period of Bid Document	Date & Time of submission/ opening of Tender.	Estimated cost of procurement (in Rs.)	Bid Security in the form of DD/ BG (in Rs)	Cost of Tender document including GST (in Rs)	No. of Eligible bidders among which the order will be placed
1	2	3	4	5	6	7	8	9	10
SMF VRLA Batteries: Rates to be quoted on Lead price for the month of Feb 2020 Rupees 134806/- Per M.T. as per BSNL CO New Delhi letter no. 40-4/2012/MMS/Vol-II/32 dated 04.03.2020									
1	200AH	2	TEC GR No. TEC/GR/TX/ BAT-001/04 JUN 2011 with amendment No. 1 dtd. 24.07.2012 and latest amendment if any	05.06.2020 to 25.06.2020	Up to 25.06.2020, 14:30 Hrs/ 26.06.2020 on 1500 Hrs	19.78 Crore	3000	4720/-	1
2	400AH	463					1169300		2
3	600AH	443					1666200		2
4	1000AH	75					469400		1
5	1500AH	8					80200		1
6	2000AH	14					184000		1
7	2500AH	9					154300		1
8	3000AH	4					79200		1
9	4000AH	2					54800		1
10	5000AH	3					96000		1
Total		1023					3956400		

- 1.1 The quantity /no. / Sites stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25% to +25% of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.
- 1.2 25% of the Estimated Quantity/requirement in this tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). Out of 25% procurement from MSEs, 20% shall be procured from MSEs owned by SC/ST entrepreneurs. 3% from within the 25% shall be earmarked for procurement from MSEs owned by women. However, in case eligible Micro & Small



All clauses are complied

Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

1.3 The evaluation of the tender will be done Item wise.

1.4 Integrity Pact Program is implemented for this tender for which signing of Integrity Pact is mandatory for the purchaser and bidder. Format of Integrity Pact is provided in the tender document in Section 7(H). To oversee the implementation of Integrity Pact Program, IEMs have been appointed by BSNL Corporate Office vide Letter No. CA/MMT/15-1/2015 dated 08.11.2019. Details of IEMs are available under the link https://www.bsnl.co.in/opencms/bsnl/BSNL/about_us/company/iem_bsnl.html on BSNL website.

Note: Clause 1.4 above is applicable only if tender's estimated value exceeds the threshold of Rs. 10.0 Crores.

2. Purchase of Tender Document: Tender document can be obtained by downloading it from the website www.eprocure.gov.in

2.1 The bidders downloading the tender document are required to submit the tender fee (along with applicable GST) amount as specified in Column 9 through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (Cash), O/o CGMT UP (West) Telecom Circle, BSNL Meerut" and payable at Meerut.

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

3.0 **Availability of Tender Document:** The tender document shall be available for downloading from 05.06.2020 onwards up to **25.06.2020**

3.1 In this case the tender is invited through e-tendering process; hence the physical copy of the tender document would not be available for sale.

4. Eligibility Criteria: The bidder should

a) The Indian companies registered to Manufacture the Tendered Items in India, having valid TAC/ TSEC from DOT/ BSNL for the tendered items against Technical specification and have successfully executed commercial /educational orders issued by BSNL /DOT of the tendered item are only eligible to participate in the Tender.

However, the bidders having applied for TSEC and having successfully executed commercial /educational orders issued by BSNL /DOT of the tendered item(s) are also eligible to participate in tender subject to submission of the copy of Form QF 103 as proof.

If the bidder is not participating itself in the tender & the distributor is participating in that tender then OEM has to give the authority letter to one distributor to participate in the tender. In such situation, the OEM will also give the certification that after sale, service & support will be given by OEM itself.

Either the Indian bidder on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.



If a bidder submits bid on behalf of the Principal/OEM, the same bidder shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/products.

- b) have Valid PAN.
- c) have Valid Goods and Services Tax Registration Certificate No(s).
- d) A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- e) indemnify BSNL that no loss of Input Tax credit is borne by BSNL due to a default of supplier, in case the supplier gets black-listed during the tenure of BSNL contract [In Proforma given in Section 6(E)].
- f) In case of multiple GST numbers, all the numbers can be provided as Annexure.

Note: It may kindly be noted that:

- (i) Procurements would not be made from a GST black-listed supplier as BSNL would not be able to avail the input tax credit charged by the supplier in case the supplier is GST black-listed i.e. poor compliance rating.
- (ii) GSTIN registration number(s), which need to be quoted mandatorily.

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/EMD:

5.1 The bidder shall furnish the bid EMD in the following way:-

- a) Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), O/o CGMT UP (West) Telecom Circle, BSNL Meerut" and payable at Meerut either separately for each package or total for all no. of packages participated.
- b) Bank Guarantee from a scheduled bank drawn in favour of 'DGM (MM), **O/o CGMT UP(W) Telecom Circle** Bharat Sanchar Nigam Limited, Meerut which should be valid for 180 days from the tender opening date, either separately for each package or total for all no. of packages participated.

5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME/NSIC for the tendered item.

6. **Date & Time of Submission of Tender bids:** on or before 14: 30 Hrs of 25.06.2020

6.1 In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. **Opening of Tender Bids:** At 15:00 Hrs on 26.06.2020

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

8.1 In this case the tender is invited through e-tendering process; hence the tender shall be opened through 'Online e-procurement module of NIC Government of India'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event from the comfort of their offices. Kindly refer Section-4 Part C of Tender document for further instructions.



- 8.2 Opening Officers would be conducting Online Tender Opening Event
9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
11. CGMT UP (West) Telecom Circle, BSNL Meerut reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.
- 12.2 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.
- 12.3 All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

AGM (MM) O/o CGMT U.P. (West) Telecom Circle
Phone No - 0121- 2603565. Fax No - 0121- 2603800
E-mail : agmmmco@bsnl.co.in



All clauses are complied

SECTION- 2 Tender Information

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: Single Stage.
- b) No. of Envelopes for submission of Bids: Two Nos.
- c) E-reverse auction: Not applicable for this tender

1.1 The bidder shall submit Techno-commercial & Financial bid simultaneously.

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

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

3. The tender is invited under two envelopes system, the first electronic envelope will be named as techno-commercial& will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd electronic envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents :-

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

- i) EMD/BG
- ii) Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT & Clause 1 Section 4 Part B
- iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.4 of Section 4 Part A
- v) Integrity Pact as per Section 7 (H) (applicable only if tender's estimated value exceeds the threshold of Rs. 10.0 Crores)
- vi) Clause by clause compliance as per clause 11.2 of Section-4 Part A
- vii) Bidder's Profile & Questionnaire duly filled & signed.
- viii) Non-Relation Certificate duly filled & signed.
- ix) Undertaking & declaration duly filled & signed as per proforma 6(A) Section-6
- x) Documents stated in clause 10 of Section-4 Part A.
- xi) Tender/ Bid form- Section 9 Part A
- xii) Electronic Form- Tender Document digitally signed

b) **Financial envelope** shall contain:

- i) Electronic Form- financial along with Price Schedule (Section 9 Part-B (I and II(a) & II(b)) BoQ xls file.

4. The following documents are required to be submitted offline (i.e. offline submissions in physical form) to

Assistant General Manager (MM)



All clauses are complied

**MM Cell,
Room No: 403, 4th Floor, Shastri Nagar TE Bldg,
O/o CGMT UP West Circle
Meerut – 250004**

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) EMD – Bid security (original copy)
- ii) DD/ Banker's cheque of Tender fee
- iii) Latest and valid MSE Certificate (if applicable)
- iv) Power of Attorney in accordance with clause 14.4 of section 4 Part A and authorization for executing the power of Attorney.
- v) Copy of valid TSEC/TAC or Form QF 103 for having applied for TSEC
- vi) Integrity Pact as per Section 7 (H) (applicable only if tender's estimated value exceeds the threshold of Rs. 10.0 Crores)

(For Detail please refer Clause 2 of Section 4 Part C)

Note: Online bid shall be opened only for those bidders whose above documents are received up to date & time given in DNIT.

5. Payment terms

As per Clause 11 of Section-5 Part-A.

6. Delivery Schedule

The delivery of the goods and documents shall be completed within five (5) months from the date of issue of Purchase Order. First month is for the lead period and evenly distributed supply is expected in remaining four months. The actual delivery schedule will be given in purchase order.

However, the purchaser reserves the right to decide the delivery schedule as per requirement at the time of placing APO/PO.

7. Consignee

The Supplier has to deliver the material in the geographical area of UP (West) Telecom Circle at different SSAs/CTSD of Circle in fully packed condition (as per packing prescribed in the specification) and duly marked. The detail of consignees will be intimated in Purchase order.



SECTION- 3 Part A

SCOPE OF WORK

- A. General : The VRLA Batteries are required for use in Maintenance & Development of CFA Network, CM Network & Bharatnet OLT locations for float application compatible with SMPS Power Plants
- B. Scope of Work: **Supply of VRLA Batteries of various capacity**



All clauses are complied

SECTION- 3 Part B

TECHNICAL SPECIFICATIONS/ Requirements

- A. General :** The Batteries should be compatible with SMPS Power Plants for float application only and horizontally stacked.
- B. Technical specifications:** The equipment shall conform to the Technical specifications as mentioned below :

TECHNICAL SPECIFICATIONS

S. No.	Name of the Items	Spec. No.
1.	VALVE REGULATED LEAD ACID (VRLA) BATTERIES of Various Capacity	TEC GR No. TEC/GR/TX/BAT-001/04 JUN 2011 with amendment No. 1 dtd. 24.07.2012 & latest amendments if any



SECTION-3 Part C

SCHEDULE OF REQUIREMENTS (SOR)

S.NO.	Name of the Items	Quantity	Unit of Measurement
1	200AH	2	Sets in Nos.
2	400AH	463	
3	600AH	443	
4	1000AH	75	
5	1500AH	8	
6	2000AH	14	
7	2500AH	9	
8	3000AH	4	
9	4000AH	2	
10	5000AH	3	

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



All clauses are complied

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

1.0 DEFINITIONS

- (a) "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), UP (West) Telecom Circle Meerut(UP)
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- (c) "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods under the contract.
- (d) "**The Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "**The Purchase Order**" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "**Contract**" appearing in the document.
- (g) "**The Contract Price**" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "**Validation**" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) "**Telecom Service Provider**" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.
- (k) "**Installation/AT**" means installation of equipment at Exchanges/Sites of BSNL UP(West) Circle/ Acceptance Testing of that installed equipment
- (l) "**QA**" means Quality Assurance wing of BSNL
- (m) "**GST Act**"/ "**GST**" means Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and



All clauses are complied

Service Tax Act, 2017 (UGST), Rules & any other GST related legislation in India and taxes levied under that.

2.0 ELIGIBILITY CONDITIONS:

2.1 Kindly refer to clause 4 of Section – 1 Part A i.e. Detailed NIT & Clause1 of Section 4 Part B

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

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

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

5.0 CLARIFICATION OF BID DOCUMENTS

5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **14 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be 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 in writing by FAX or Email or by Addendum through e-tendering portal (for tenders invited through e-tendering process)to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.



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

7.0 DOCUMENTS COMPRISING THE BID

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

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- (b) Bid Security 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

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

9.0 BID PRICES

9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Custom Duty, Goods & Services Tax, 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(I and II(a) & II(b)). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

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

- (a) The Basic Unit price (Ex-Factory Price) of the goods, CIF, Assesible Value, BCD, Cesses, CGST/SGST/IGST, Freight, Forwarding, Packing, Insurance, GST(CGST, SGST, IGST) on Freight already paid or payable by the supplier shall be quoted separately item wise.
- (b) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at Section 3 part C.

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

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

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



- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.
- 9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.
- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - b) Type Approval Certificate given by Telecom Engineering Centre (TEC) DOT/ TSEC issued by the Quality Assurance Circle of BSNL or proof of having applied for TSEC (Copy of Form QF 103 be attached).
 - c) Inspection Certificate issued by BSNL (QA) for execution of educational/ Commercial Order.
 - 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 14.4 (a) and (d) and authorization for executing the power of Attorney as per clause 14.4 (b) or (c).
 - f) Documentary proof of GST registration.
 - g) 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.
 - h) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
 - i) Certificate of incorporation.
 - j) Article or Memorandum of Association or partnership deed or affidavit of sole proprietorship as the case may be.
 - k) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
 - l) Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.



OR

I.E. M (Industrial Entrepreneur Memorandum) Acknowledgment issued from Secretariat for Industrial Assistance (SIA).

m) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.

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 such as Infrastructure Assessment Advice issued by BSNL QA.

10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the 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/ software used in the Desktops and Servers like Hard disk, Monitors, Memory etc. shall be original, new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. **(Not Applicable for this Tender)**

10.6. For supply of any software i.e. operating system or any applications software the bidder should submit a Certificate Of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is/ are being supplied. **(Not Applicable for this Tender)**

10.7 Documentary evidence/ Declaration to the effect that the type of software to be utilized in the system/ equipment i.e. Packaged/ Canned OR Customized shall be furnished by the bidder. In case of Packaged/ Canned, the portion of value which represents consideration paid or payable for transfer of right to use such goods subject to provisions laid down in Central Excise/Custom Notifications".
(Not Applicable for this Tender)

11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and



All clauses are complied

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

12.0 BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise i.e. NSIC for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME/NSIC should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise i.e. NSIC claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the



All clauses are complied

Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)

- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Advance Purchase Order(APO) satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.
- 12.7 The bid security may be forfeited:
- 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
 - If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

13.0 PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID

- 14.1. The bidder shall submit his bid online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature, by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. (Please refer Section 4 Part C for further instructions.)
- 14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the



person or persons signing the bid

14.3 The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on CPP Portal of Government of India .

14.4 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 authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Clause 3 of Section 2 (tender information).

15.1.1 The bids may be called under Single Stage Bidding & Two Envelope System.

The Bidders shall submit his bid online in two electronic envelopes:-

The first electronic envelope will be named as Techno-Commercial bid. This envelope will contain scanned copy of Demand draft for cost of bid document, Bid Security as per clause-12 or Latest and valid MSE Certificate in case of MSE Bidders and documents of bidders satisfying the Eligibility, Technical & Commercial conditions as per clause 2&10.

The second electronic envelope will be named as Financial Bid containing Price Schedules as per Section-9 Part-B (Part I or II as applicable).[For more detail refer clause 5.2 of Section-4 Part C]

15.1.2 The Bidders shall also submit following offline documents in a envelope, the Demand draft for cost of bid document (as specified in Section-I Part A DNIT), Original Bid Security as per Clause-12 or Latest NSIC Certificate in case of MSE Bidders, General power of attorney (Original ink signed) as per Clause 14.4 and Valid & latest TAC/TSEC from DOT/ BSNL or Form QF 103 for having applied for TSEC. [For more detail refer clause 5.1 of Section-4 Part C]

15.2 (a) The offline envelope shall be addressed to the purchaser at the following address:

Assistant General Manager (MM)
MM Cell,
Room No: 403, 4th Floor, Shastri Nagar TE Bldg,
O/o CGMT UP West Circle
Meerut – 250004



All clauses are complied

- (b) The offline envelope shall bear the name of the Tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The offline envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the envelope unopened in case it is declared to be received late.
- (d) The offline envelope should be sent by Courier / registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the envelope is delivered in time would vest with the bidder.
- (e) The offline envelope delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT to AGM (MM) at the venue (address as given in clause 15.2 (a) above). The purchaser shall not be responsible if the envelope are delivered elsewhere.
- (f) Venue of Tender Opening: Tender will be opened online and offline in the chamber of **AGM(MM) O/o CGMT UP(West) Circle UP(West) BSNL, Room No: 403, 4th Floor, Shastri Nagar TE Bldg, Meerut – 250004**. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently in the office of **AGM(MM) O/o CGMT UP(West) BSNL, Room No: 403, 4th Floor, Shastri Nagar TE Bldg, Meerut – 250004**.

15.3 If the offline envelope is not sealed and marked as required in 15.1.2 & 15.2, the bid shall be rejected.

16.0 SUBMISSION OF BIDS

- 16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I Part A i.e. DNIT.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17.0 LATE BIDS

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

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual



bidding process) as per clause 15.

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

19.0 OPENING OF BIDS BY PURCHASER

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

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the 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) The bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in DNIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to 'MM' cell for retention.

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

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

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

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

(iii) 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



All clauses are complied

BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

- 19.5** Tender opening committee will check first the availability of Bid Security, Type approval certificate and cost of tender document, and if any of these are not available in offline/Physical envelope sent to AGM(MM), the bid will be out rightly rejected and the online bid will not be opened.

20.0 CLARIFICATION OF BIDS

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. 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 (Section-9 Part-B Part-I), column 20 (Section-9 Part-B Part-II(a)) or column 19 (Section-9 Part-B Part-II(b)) does not tally with its breakup, 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 alongwith all applicable Taxes, packing Forwarding Freight & Insurance charges etc. as arrived in Col. 16 of Price schedule in Section 9 Part-B Part-I (Indigenous items) and Col. 23 of Price schedule in Section-9 Part-B Part-II(a) & Col 22 of Price schedule in Section 9 Part-B Part-II(b) (Imported items) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes(if any) applicable on the movement of Goods.
- (a) Duties ,taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO.
- (b) Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the Duties ,Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
- (c) In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties ,Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the



HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.

- (e) If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties ,Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the firm.
- f) 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 GSTIN 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.

23.0 CONTACTING THE PURCHASER

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

24.0 PLACEMENT OF ORDER

- 24.1. The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3etc keeping other levies & charges unchanged.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of



respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

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

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER (APO)

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



All clauses are complied

acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.

- 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.

28. SIGNING OF CONTRACT

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

29. ANNULMENT OF AWARD

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

30. 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) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 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-4PartA, 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) days 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 equipment in time;
- b) Equipment does not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1.

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

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

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

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

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

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



Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

36. Security Clause (Not applicable for this Tender)

The bidder shall furnish complete information about proposed equipment/software in his bid in the Performa as given below, which is required to be submitted to DOT for security clearance of the said equipment/software.

The bidder shall also furnish details of security clearance of proposed equipment/software, if already obtained for same specification of equipment by any other telecom operator/circle etc.

It is clarified that purchase order shall be issued by the purchaser only upon the receipt of the approval of security clearance form the DoT. The purchaser shall not be liable for any penalty due to delay caused in receiving the approval from the DoT for security clearance of the equipment. Any expenditure incurred by the Purchaser for complying with security clearance related provisions as prescribed under Applicable Law shall be borne by the supplier. In the event there is a breach of the security related provisions as prescribed under Applicable laws, any penalty imposed by the DoT on the purchaser shall be paid by the supplier to the purchaser. Further any testing of supplier's equipment including requirement of testing equipment shall be met by vender on his own cost.

In case of foreign Original Equipment Manufacturer (OEM), the bidder shall sign a MOU indicating therein that Transfer Of Technology (TOT) of all critical equipments/ software to Indian manufacture(s) shall take place within a period of three years form the date of purchase order placed by the purchaser. The bidders shall unequivocally and unconditionally comply with the Govt. instructions as are issued by the Govt. from time to time with respect to security clearance of the equipment and software.

37. Reservation/ Procurement from MSE units: The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro,



Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.



All clauses are complied

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

1.1 The bidder should have

- a) The Indian companies registered to Manufacture the Tendered Items in India, having valid TAC/ TSEC from DOT/ BSNL for the tendered items against Technical specification and have successfully executed commercial /educational orders issued by BSNL /DOT of the tendered item(s) are only eligible to participate in the Tender.

However, the bidders having applied for TSEC and having successfully executed commercial /educational orders issued by BSNL /DOT of the tendered item(s) are also eligible to participate in tender subject to submission of the copy of Form QF 103 as proof.

If the bidder is not participating itself in the tender & the distributor is participating in that tender then OEM has to give the authority letter to one distributor to participate in the tender. In such situation, the OEM will also give the certification that after sale, service & support will be given by OEM itself.

Either the Indian bidder on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

If a bidder submits bid on behalf of the Principal/OEM, the same bidder shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/products.

- b) Valid PAN.
c) have Valid Goods and Services Tax Registration Certificate No(s).
d) A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
e) indemnify BSNL that no loss of Input Tax credit is borne by BSNL due to a default of supplier, in case the supplier gets black-listed during the tenure of BSNL contract [In Proforma given in Section 6(E)].
f) In case of multiple GST numbers, all the numbers can be provided as Annexure.

Note: It may kindly be noted that:

- (i) procurements would not be made from a GST black-listed supplier as BSNL would not be able to avail the input tax credit charged by the supplier in case the supplier is GST black-listed i.e. poor compliance rating.
(ii) GSTIN registration number(s), which need to be quoted mandatorily.

- 1.2 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.



- 1.3 The proof of manufacturing in India, Type Approval Certificate (TAC) or Technical Specification Evaluation Certificate (TSEC) and successful execution of educational/ commercial orders shall form part of the bid.
- 1.4 That bidders having type approval of the specified GR are eligible to participate in the tender.
- 1.5.1 In case the validity of the TSEC is likely to expire during the validity of this tender or during currency of the purchase order, if placed on him, the tendering firm shall take proper action either to get this or to obtain a fresh TSEC, as the case may be, 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 to firm's account and no extension in time over the period stipulated in the purchase order shall be admissible.
- 1.5.2 No purchase order will be placed on any firm unless it is able to produce the valid Type Approval Certificate /TSEC with tendered specification either within Two (2) months from the date of opening of tender or within 14 Days (time for submitting the unconditional acceptance of the A.P.O.) from the date of issue of A.P.O., whichever is earlier. Otherwise the A.P.O. shall be cancelled along with forfeiture of EMD/ Bid security at the risk and cost of the defaulting firms.

2. Bid Security

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

3. Distribution of Quantity

- (i) The Purchaser intends to limit the number of technically and commercially responsive bidders **to the number as specified in Section-1 Part A 'Detailed NIT' (Column No. 10)** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

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

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



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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder at the L-1 prices (Col. 2)					Qty earmarked for MSE bidder(s) at the L-1 prices (Col. 3)
	L1	L2	L3	L4	L5 and so on	
One bidder	80%	Nil	Nil	Nil	Nil	25%
Two Bidders	48%	32%	Nil	Nil	Nil	25%
Three Bidders	40 %	24 %	16 %	Nil	Nil	25%
Four Bidders	32 %	24 %	16 %	8 %	Nil	25%
More than four bidders	32%	In the inverse ratio of their evaluated quoted prices				25%

Note 1(a): Table 1(B) shall be followed if the tender has provision for reservations for MSE units. The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed as per Clause 37 of Section 4 Part A.

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

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

Note 3: If L-1, L-2, L-3, etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. 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 bidders.

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

4.0 PRICE VARIATION CLAUSE:

4.1 As per BSNL HQ Letter No. 40-1/2007-MMS Dt: 25/09/07 PV Clause for lead in the matter of procurement of VRLA Batteries will be applicable with the following guidelines:

- (i) The formula for calculation of prices for lead to be followed is "Average LME price of Lead in USD x SBITT selling rate averaged over the month.
- (ii) LME price of Lead is indicated in Rs. per MT i.e. for 1000 kg. So for every increases/decrease of Rs.1000 in price of Lead per MT effect will be Re.1 per kg. The weight / content of Lead of each size of battery proposed to be taken



- into accounts is indicated in the table below. Based on this, the content of Lead (in kg) in a size of battery may be considered to be the PV factor (in Rs.) for that size of battery.
- (iii) For every increase or decrease of Rs.1000 in average LME price of Lead per M/T, price of battery of that size shall increase / decrease accordingly.
- (iv) The PV amount so worked out may be added to / subtracted from the approved composite price of the respective VRLA battery with allowing ED & ST only (as per duty/tax rate of L-1/approved price). Freight or any other charges shall not allow on it.
- (v) The base price of Lead for the purpose of PV Shall be worked out & circulated every month by BSNL HQ.
- (vi) The content of the lead or various size of batteries procured in BSNL to be taken into account for finalization of prices is indicated in the table below:

LEAD Content of Various Sizes of VRLA Batteries.

P.V. Factor For Different Sizes of VRLA Battery											
	200 AH	300 AH	400 AH	600 AH	1000 AH	1500 AH	2000 AH	2500 AH	3000 AH	4000 AH	5000 AH
Wt./ Content of Lead in Kg.	188.80	288.48	421.68	593.6400	1010.88	1460.64	2021.76	2473.92	2921.28	4043.52	4947.84
PV (in Rs.) for every increase / decrease of Rs.1000 in Average LME price of Lead per MT	188.80	288.48	421.68	593.6400	1010.88	1460.64	2021.76	2473.92	2921.28	4043.52	4947.84

4.2 Basic price of Lead: - As per BSNL HQ New Delhi letter No.40-4/2012/MMS/Vol-II/32 dated:04.03.2020, for the purpose of procurement of VRLA Batteries of various sizes in BSNL units for which inspection certificate issued by QA Circle in the month of March 2020, the Lead price for the month of Feb 2020 is Rupees **1,34,806.00** Per M.T. **(Rs. One Lac Thirty Four Thousand Eight Hundred Six Only) per metric tonne excluding all taxes and levies. The bid price should be based on above lead price.**

4.3 Price Variation Formula: - As given in Clause 4.1 above

4.3.1 Original/ Photostat copy of relevant circular from BSNL (duly attested) as applicable for Lead has to be produced for price variation as documentary evidence along with the bills preferred for payment.

4.3.2 The Price variation (PV) will be calculated on the basic price element of the approved rate and the same shall be used to arrive at the composite price on monthly basis based upon the price circular of Lead issued by BSNL HQ. The PV shall be applicable within the original delivery schedule only.

4.3.3 Price Variation on basic Lead contents shall be allowed on the Base Price only. Freight element and any other charges shall not be admissible for Price Variation. The admissible basic Lead price for a particular month will be = Basic price (approved)+/-(Increase/Decrease in Lead rate x PV Factor).

4.3.4 In case of supply made under extended delivery period the PV will be regulated as follows: In case of any decrease due to reduction in raw material price, benefit will be passed on to the purchaser. However, no increase in price



will be allowed to the supplier due to hike in raw material(s) price during the extended delivery period. In such cases the price of raw material(s) prevailing in the last month of the original delivery schedule shall prevail.



All clauses are complied

Section- 4 Part C

E-tendering Instructions to Bidders

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. 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 tendering, BSNL U.P.(West) Circle has decided to use the Portal (<http://www.eprocure.gov.in>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

1. Tender Bidding Methodology

Sealed Bid System – 'Single Stage - TWO Envelope'

2. Broad outline of activities from Bidders prospective

1. Procure a Digital Signing Certificate (DSC)
2. Register on Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP
6. Bid-Submission on CPPP
 - a) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
 - b) Utmost care may be taken to name the files/documents to be uploaded on CPPP. These should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QACertificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words /characters
QACertificate	allowed	Upper & lower cases allowed

- c) It is advised that all the documents to be submitted (See clause 5 of section 4 Part C) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a secret



folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked.

7. Submission of offline documents as per Clause 5.1 in a sealed envelope to **AGM(MM) O/o CGMT UP(West) Circle BSNL ,Room No: 403, 4th Floor, Shastri Nagar TE Bldg, Meerut – 250004** on or before due date & time.
8. Attend Public Online Tender Opening Event (TOE) on CPPP : Opening of Techno-commercial Part.
9. View Post-TOE reports posted by BSNL on CPPP
10. Attend Public Online Tender Opening Event (TOE) on CPPP: Opening of Financial-Part (Only for Technical Responsive Bidders)
11. View Post-TOE reports posted by BSNL on CPPP

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

“Note: - MSE bidders are mandatorily required to declare UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for tenders invited electronically through CPPP.”

3. Digital Certificates

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

4. Registration

To use the Central Public Procurement Portal (<https://www.eprocure.gov.in>). Vendor need to register on the portal. The vendor should visit the home-page of the portal (www.eprocure.gov.in) and go to the e-procure link then select Bidders Manual Kit. Note: Please contact NIC Helpdesk (as given below), to get your registration accepted/activated

NIC Helpdesk	
Telephone	1800-233-7315
E-mail ID	cphp-nic@nic.in [Please mark CC: support-nic@ncode.in]
BSNL Contact-1	
BSNL's Contact Person	Sh Jitendra Kumar AGM(MM)
Telephone	0121-2601875 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	agmmmco@bsnl.co.in
BSNL Contact-2	
BSNL's Contact Person	Sh Yashwant Kumar ADT(MM-II)
Telephone	0121-2602885 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	agmmmco@bsnl.co.in

5. Method for submission of bid documents



All clauses are complied

In this tender the bidder has to participate in e-tender online. Some documents are to be submitted physically offline.

5.1. Offline submission

The bidder shall submit the following documents offline in Physical form to **AGM(MM) O/o CGMT UP(West) Circle BSNL, Room No: 403, 4th Floor, Shastri Nagar TE Bldg, Meerut – 250004** on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security (Original copy).
2. DD/ Bankers Cheque - drawn in favor of **Account Officer (Cash), O/o CGMT UP (W), BSNL Meerut**, payable at Meerut, against payment of tender fee/Bid Cost.
3. Latest and valid MSE Certificate (if applicable)
4. Power of Attorney in accordance with clause 14.4 of section 4 Part A and Authorization for executing the Power of Attorney (Original ink Signed)
5. Copy of valid TSEC/TAC or Form QF 103 for having applied for TSEC.
6. Integrity Pact as per Section 7 (H) (applicable only if tender's estimated value exceeds the threshold of Rs. 10.0 Crores)

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid- submission also.

5.2 Online submission:

Contents of first Electronic Envelope i.e. Techno Commercial Envelop
1. Scanned Copy of Bank draft of requisite value in token of purchase of tender document as per clause 2.1 of Section-I Part A DNIT
2. Scanned Copy of Bid Security in the form of BG as per Clause 12 of Section-4 Part A (as per Proforma 7(A) of Section-7)
3. Latest and valid MSE Certificate as per Clause 12, Section-4 Part A (if applicable)
4. Scanned Copy of valid TSEC/TAC or Form QF 103 for having applied for TSEC
5. Scanned copy of Power of Attorney as per clause 14.4 (a) and (d) and authorization for executing the power of Attorney as per clause 14.4 (b) or (c) of Sec-4 A. (as per Proforma 7(G) of Section -7)
6. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT & Clause 1 Section 4 Part B
7. Copy of Inspection Certificate issued by BSNL QA
8. Original Tender document digitally signed
9. No deviation statement and Clause-by-Clause compliance as per clause 11.2 (c) & 31.1(c) of section-4 Part(A) in the format of 6(C) & 6(D) of section 6 of Bid Document
10. Bidder's Profile & Questionnaire dully filled in as per Section -8
11. Bid Form duly filled in as per Section-9 Part A
12. Detailed un-priced Bill of Material [refer Section-3 Part C]
13. Documentary proof of GST registration as per clause 10.1(f) of Sec 4 Part A.
14. Irrevocable Undertaking by front bidder and its technology/consortium partner as per Clause 10.1(g) & (in Format 7(F) of Section 7)



All clauses are complied

15. Near relative certificate(s) as per clause no.34 of section-4 Part A and as per proforma 6(B) Section 6
16. Copy of Certificate of Incorporation as per clause 10.1 of section-4 Part A
17. Copy of Article of Memorandum of Association or Partnership deed or Proprietorship deed as the case may be as per clause 10.1 of section-4 Part A
18. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
19. Registration Certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA) OR I.E. M (industrial Entrepreneur Memorandum) Acknowledgment issued from Secretariat for Industrial Assistance (SIA) as per clause 10.1 of section-4 Part A
20. Approval from Reserve Bank of India/ SIA in case of foreign collaboration.
21. Audited Annual Report and/or Latest Balance Sheet /a certificate from its banker as evidence that he has financial capability to perform the contract (Refer 10.2 (a) of Section 4 Part A)
22. Documentary evidence about technical and production capability necessary to perform the contract.(refer 10.2(b) of Section 4 Part A)
23. Undertaking & Declaration duly filled & signed as per proforma 6(A) Section-6
24. A declaration as per Clause 14.3 of Section-4 Part A
25. Integrity Pact as per Section 7 (H) (applicable only if tender's estimated value exceeds the threshold of Rs. 10.0 Crores)
26. Any other supporting documents

Contents of second Electronic envelope i.e. Financial Envelop

Original Price Schedule (BOQ)duly filled in as per Section-9 Part B (Part-I) (Download the BOQ xls file , duly fill in the required details & upload)

Note:

(i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'The document <name> called vide clause _____ is not applicable on us.

(ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

6. Price schedule / BOQ

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule / BOQ file shall render it unfit for bidding. Following steps may be followed

1. Down load price schedule / BOQ xls file
2. Fill rates in down loaded price schedule / BOQ xls file
3. Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), and go to the Bidders Manual Kit. The compatible support



All clauses are complied

software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

The help information provided through 'CPPP 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 CPPP.

Note: The special instructions to contractors/Bidders for e-submission of bids online through www.eprocure.gov.in can be accessed by following link

<https://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>

7. Key Instructions for Bidders

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 CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
3. Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP ((BSNL should not be responsible any problem arising out of internet connectivity issues).

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

"Note: - MSE bidders are mandatorily required to declare UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012 for tenders invited electronically through CPPP."

8. Minimum Requirements at Bidders end

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



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

1. APPLICATION

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

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

- 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 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 equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall be completed within time frame stated in Clause 6 of Section-2 (Tender information).
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory



evaluation, validation/ type approval and field trial, if any.

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

7. TRAINING

- 7.1 The bidder shall provide training for installation and maintenance staff of the purchaser free of cost where required.
- 7.2 The bidder shall specify in its bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.
- 7.3 The bidder shall provide all training material and documents.
- 7.4 Conduct of training of the purchaser's personnel shall be at the suppliers' plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

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 equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) 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 equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11. PAYMENT TERMS

- 11.1 Payment of 95% of the price shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
- (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.

(h) Consignee receipt in form of Bill Cum Payment Challan (BCPC)

Note :- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. or 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).

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 invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

11.2 The balance 5% payment shall be made within a period of 6 months from invoice date to ensure availability of input tax credit (ITC) & subject to condition that there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O. Further, in case of any dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains. Additionally, in case the dispute is not settled due to any act of the supplier and input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier.

11.2.1 100% Payment (in place of Payment 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 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 equipment/stores supplied shall be free from damages/shortages. In case purchaser intimates shortages/ damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Circle Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Purchase Order/ Tender document.

11.3. Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.



- 11.4. No payment will be made for goods rejected at the site on Installation/AT.
- 11.5. 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 give the following information for this purpose:-
- Beneficiary Bank Name:
 - Beneficiary branch Name:
 - IFSC code of beneficiary Branch
 - Beneficiary account No.:
 - Branch Serial No. (MICR No.):

12. PRICES

- 12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.
- 12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
- Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
 - In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
 - 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:
- drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
 - the method of transportation or packing;
 - the place of delivery; or
 - 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 letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 D & 7 E. .

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

16. LIQUIDATED DAMAGES

16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of 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 equipment for dispatch within the contracted original delivery period.
 - (c) The Supplier has carried out dispatch/ dispatched the equipment within 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 equipment 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 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 comes to an end or ceases to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

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

- 18.1 In case of default by Bidder(s)/ Vendor(s) such as
- (a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;



- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

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

19. 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. I. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 lakhs)

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 invoke 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
Above Rs. 5 lakhs 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 empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 rd 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 upto Rs. 5 crores.

[29B. Fast track procedure —

- (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1).-
 - (a) *The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;*
 - (b) *The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;*
 - (c) *An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;*
 - (d) *The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.*
- (4) *The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.*
- (5) *If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.*
- (6) *The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.*



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

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

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

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

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

9. The Arbitration proceeding shall be held at Circle or SSA Headquarters (as the case may be).
10. Subject to 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.

20.ii Arbitration Clause 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 Enterprises(s) and Government Departments(s) through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)

In the event of any dispute or difference relating to the interpretation and application of the provision of commercial contracts between Central Public Enterprises (CPSEs)/Port Trust inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Custom & Excise Departments) such dispute or difference shall be referred by either party for resolution through AMRCD as mentioned in DPE O.M. No. 4 (1)/2013-DPE(GM)/FTS-1835 dated: 22.05.2018.

21. SET OFF



All clauses are complied

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 MM and the concerned User Branches of BSNL.

23. DETAILS OF THE PRODUCT

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

24. FALL CLAUSE

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

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

And / or

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

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



and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

- 24.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "*We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.*"
- 24.4 In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

25. COURT JURISDICTION

- 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 Meerut 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 and Compliances

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 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 premises of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premises.



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

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

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

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



Annexure A1

Sr. No.	Particulars for 'Input Invoice'
1	Name and registered address of the supplier
2	GST registration number of supplier
3	Name of BSNL entity
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
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 address of the supplier
2	GST registration number of supplier
3	Name of BSNL entity
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 issued at a later stage against receipt 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.



All clauses are complied

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 tax invoice/gate pass issued by Tax/GST Authorities.
- b) The QA units of BSNL while clearing the equipment/ 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 equipment (indigenous or imported) upon completion of TAC/Validation shall have to be supplied after successful testing by Quality Assurance Wing of BSNL.

2. Spares:

- a) The supplier shall be required to provide a list of spare parts recommended for maintenance for three years along with rates at card/ module level, if spares are necessary for the item to be purchased. The purchaser may elect to purchase the recommended spares from the supplier at any time including at the end of warranty/ AMC, provided that such purchase shall not relieve the supplier from any warranty/ AMC obligations under the contract.
- b) The cost of spares shall be discounted @ 15% over warranty/ AMC period (if there is a provision for AMC in the contract) to arrive at the final price of the equipment for the purpose of tender evaluation.
- c) Over a period of three years starting from the date of final acceptance of the equipment or after the procurement of spares, supplier shall supply at its own cost, spare parts needed which have not been included in the offer, if required by purchaser. These spares should be supplied within a maximum period of thirty days from the notification by the purchaser of its need, without demur.
- d) In the event of termination of production of the equipment/ spare parts, the supplier shall notify the purchaser at least two years in advance of the impending termination to enable the purchaser to procure life time spares. The



supplier shall also provide at its own cost to the purchaser, the blue print drawings and specifications of spare parts if and when requested.

3. Loading:

- (a) In case any item is not quoted by a Bidder mentioned in the SoR of the tender document or the price of any item is not available in its own bid, then the bid shall be loaded by the highest price quoted by any of the bidders for that item. The loaded item shall be supplied at lowest cost quoted by any of the bidder.
- (b) Cases in which the bidder has quoted for less quantity for any of the items than that indicated in the SoR of the tender document, then the price bid shall be loaded to the extent of the difference in quantity of the item to meet the full requirement of the SoR on a pro-rata basis for the purpose of evaluation & ordering.
- (c) No de-loading of the bid is envisaged, if the quoted quantity in the bid is higher than that requested in the tender for the purpose of evaluation.
- (d) AMC cost shall not be paid for all items supplied free of cost on account of the loading. The same principle shall be applied for the cost towards services and all other items
- (e) Offer to the L1 bidder(s) after correcting the arithmetical errors and effecting change in unit prices due to loading shall not tantamount to counter offer. If not accepted by the bidder, then he/ she shall be liable to be barred from participating in future tenders/ EOIs/ RFPs of BSNL for a period of two years.



Section 5 Part C
General Conditions of Warrantee & AMC

1. Period of Warranty : As per Clause 10 of Section 5 Part A
2. Repair of faulty equipment and setting up of Repair Facilities:
 - a) The supplier shall establish adequate repair facilities for repair of faulty equipment in India within a period six months from the date of purchase order. The number and location of repair facilities should be such as to meet the requirement of repairs and turn-around time provided in the special conditions in Section-5 Part B. The performance bank guarantee shall not be released until the purchaser is satisfied that sufficient repair facilities have been established in addition to the fulfillment of other conditions of the contract. The purchaser reserves the right to blacklist a supplier who does not meet the repair obligation as per the conditions of contract.
 - b) The supplier shall quote rates for repair of each card/ module in Section-9 Part B Part I, II(a) & II(b) as a percentage of the cost of that module and also in value in rupees. Total cost of repair for each type of module shall be loaded for the purpose of evaluation. **(Not Applicable for this Tender)**
3. **Annual Maintenance Contract (AMC): (Not Applicable for this Tender)**
 - a) AMC shall come into effect after completion of warranty period and shall remain valid for ____ years. Warranty of equipment/ Units/ terminals shall start from the date of acceptance by the consignee of the last batch of equipment/Units/terminals in the Circle.
 - b) Terms and conditions of AMC shall be applicable during Warranty period including imposition of penalties except that no charges for services provided under Warranty/ extended warranty shall be payable. Amount for penalties will be deducted from the pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply or AMC or from the charges due for AMC.
 - c) It shall be mandatory for the bidders to undertake the Annual maintenance contract for ____ years to be signed at the time of acceptance of APO for entire quantity proposed to be ordered. The selected bidder has to submit a signed copy of the AMC agreement along with the A.P.O.
 - d) For this purpose the bidder shall quote all inclusive Comprehensive AMC charges for each year. However, GST shall be paid extra as applicable. AMC charges shall be included in evaluation of price bid, by applying a discounted rate of 12% per year to arrive at the NPV (Net Present Value). The quote for AMC should be as a % (percent) of equipment cost (excluding input tax credit under GST i.e. net cost to



BSNL) and it is mandatory to quote yearly charge in Rupees in a column in price sheet under Section-9 of tender document. The concerned User cell should specify the minimum charge in percentage for AMC for evaluation purpose.

- e) The bidder shall establish at least one Nodal Repair Center in the country or each region/circle of BSNL within a period of 4 months (from the date of placement of PO) or as defined in the bid document, where their equipment is allotted for supply to keep the turn around time for repair of faulty terminals/units to minimum.
- f) The supplier shall provide the list of Nodal Repair Center and designated Courier service/ agency with their addresses/ Tel. No./ Fax. No./ E-Mail etc. within 4 months from date of placement of P. O.
- g) The supplier (including designated courier service/ agency) shall accept all the faulty equipment/ terminals/ units for repair or replacement within prescribed turnaround time.
- h) The bidder shall submit a performance bank guarantee towards fulfillment of obligations under AMC, in each Circle equivalent to 2% of the cost of equipment as per P.O. or the first year AMC charge pertaining to that Circle whichever is higher, in a prescribed proforma. The PBG shall be submitted at least two months in advance of date of start of AMC. The PBG shall be valid for a period of _____ years to cover one year or as specified over and above the _____ years AMC period. The PBG shall be extendable for a further period as required if there is any delay in start of AMC for any reason. For the additional equipment, the amount of PBG shall be increased at the same rate as indicated above, within a time period of one month of the date of such equipment getting covered under AMC.
- i) The Performance Bank Guarantee against the P.O. will be released only after submission of PBG against AMC in each Circle and fulfillment of other obligations of AMC or P.O. which are pre-requisite for release of the PBG.
- j) For the services rendered during the half-year, the payment shall be made at the end of each half year at circle office, normally within a period of 21 days from the date of submission of bills duly certified by the concerned unit.
- k) In case the supplier fails to repair the faulty equipments/ terminal/ units and deliver the repaired one in the concerned BSNL office within stipulated turnaround time of _____ days, it shall be liable to pay penalty at the rate as defined in the bid document Rs. _____ per equipment/ PCB/ Assembly/ Sub-assembly/Terminal/ unit per day/ week or part thereof for the entire period counted from the date of making over the faulty equipment/ Units by BSNL to suppliers/ designated courier to the actual date of delivery of repaired Units including Saturday, Sunday and holidays. Capping on penalty will be 25% of the AMC value for the corresponding period or as decided on case-to-case basis of the AMC value for that period.
- l) Any Unit neither returned during the turnaround time period nor declared as RNP (Repair Not Possible) within 60 days of its handing over to the



All clauses are complied

designated courier/ agency/ center, an amount equivalent to 1.5 times the cost of equipment/ unit shall be levied from the supplier. This cost will not be counted as penalty, for the purpose of 25% cap on penalty as mentioned in above Para.

- m) Not more than 1% of the total equipment/ units sent in an year (of AMC) for repair will be declared as RNP (Repair Not Possible) by the supplier. BSNL shall reimburse up to a maximum of 1% of the cost of equipment sent for repair against replacement cost of equipment declared as RNP.
- n) The consumables should not be part of AMC except the large capacity batteries supplied if any, with the BSCs/ BTSs etc. in WLL tenders in future. However, if BSNL so desires, the supplier shall be bound to provide these items at the itemized price in their bids for initial currency period of AMC.



SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal



All clauses are complied

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 of the tenderer
With date and seal



All clauses are complied

6(C) CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

SI.	CLAUSES	COMPLIANCE
(A)	(B)	(C)
1	All clauses of TE No: UPW/CFA-MM/VRLA BTY /2020-21 Dt: 05.06.2020	FULLY COMPLIED

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



All clauses are complied

6(D) DEVIATION STATEMENT

Sl.	CLAUSES	REMARKS
(A)	(B)	(C)
1.	All clauses of TE No: UPW/CFA-MM/VRLA BTY /2020-21 Dt: 05.06.2020	NO DEVIATION

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



All clauses are complied

6(E) INDEMNITY UNDERTAKING
(As per the clause 4(e) of Section-1 Part-A)

The tenderer/supplier hereby irrevocably agrees to indemnify BSNL that in case Input Tax Credit is denied to BSNL due to failure of the tenderer/supplier to comply with the relevant laws/ regulations applicable in India or overseas or due to blacklisting of tenderer/supplier by GST authorities, the tenderer/supplier shall reimburse an amount equal to amount payable by BSNL and BSNL reserves the right to recover the same from the tenderer/supplier.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal



All clauses are complied

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee (To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
..... (Hereafter referred to as Bidder) has approached us
for giving Bank Guarantee of Rs./- (hereafter known as the "B. G.
Amount") valid up to / / 20..... (hereafter known as the "Validity date") in favour of
DGM (MM), O/o CGMT UP(West) Telecom Circle BSNL Meerut (Hereafter referred to
as BSNL) for participation in the tender of work of
..... vide tender no.

Now at the request of the Bidder, We Bank
.....Branch having
..... (Address) and Regd. office address as
..... (Hereinafter called "the Bank") agrees to give this guarantee as hereinafter
contained:

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



All clauses are complied

said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
8. **In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o CGMT UP(West) Telecom Circle BSNL" payable at Meerut.**
9. **The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.**

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers



7(B) For the Performance Guarantee

(To be typed on Rs.100/- non-judicial stamp paper. Performance Guarantee should be valid for 02 years)

Dated:.....

Sub: Performance guarantee.

Whereas DGM (MM), O/o CGMT UP(West) Telecom Circle R/o Shastri Nagar Telephone Exchange Building Meerut (hereafter referred to as BSNL) has issued an APO no. Dated/...../20..... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favor of DGM (MM), O/o CGMT UP(West) Telecom Circle BSNL Meerut 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 BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forbear to enforce any of the terms and



All clauses are complied

conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

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

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers



7 (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 A Due

Address of the purchaser

To

M/s

.....

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

Ref :Your letter no..... dated

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning.

In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

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

Please intimate your acceptance of this letter alongwith the additional BG within ten days



All clauses are complied

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/PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)
for and on behalf of.....



All clauses are complied

7(E)- Model Amendment Letter for Extension of Delivery Period

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

Registered Acknowledgement Due

Address of the purchaser

To

M/s
.....

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

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

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

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

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



All clauses are complied

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

Yours faithfully,

(.....)
for and on behalf of.....

Copy to :

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

(All concerned)



All clauses are complied

7(F) PROFORMA FOR

Irrevocable Undertaking by front bidder and its technology/consortium partner

This is to certify that we, M/s..... (Name
& full address) as the front Bidder of this tender and our technology / consortium partner,

M/s..... (Name & full address) both shall be
liable

for due performance of the contract jointly and severally, failing which both of us shall be
liable to be barred from having any business dealing with BSNL for a period of 2(Two)
years.

Signature:

Name in Block letters :
Status: Director/Manager/Partner/
Proprietor of the Company
[on behalf of the front bidder]
technology/consortium partner]

Signature :

Name in Block letters :
Status: Director/Manager/Partner/
Proprietor of the Company
[on behalf of



All clauses are complied

7(G) PROFORMA OF POWER OF ATTORNEY (Refer Clause 14.3 of Section-4 Part

A)

Non-Judicial Stamp

POWER OF ATTORNEY

Be it known all to whom it concerns that: -

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

I, the Proprietor/We all the Partners/Directors of M/s _____
(Address)

_____ hereby

appoint Shri _____ s/o _____
_____ residing at _____

_____ as my/our Attorney to act in my/our name
and on behalf and sign and execute all documents/agreements binding the firm for all
contractual obligations (including references of cases to arbitration) arising out of
contracts to be entered into by the firm with the CGMT, UP (W) Circle, Shastri nagar
Exge. Building, Garh Road Meerut, U.P. in connection with their Tender Enquiry No.
_____ dated _____ for the
supply of _____ due for opening on
_____.

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



All clauses are complied

Witness (with Address)

Signature of the

Proprietor/Partners/Directors

1.

1.

2.

2.

3.

Accepted

(Signature of Signatory of Tender Offer of the firm)

ATTESTED

Notary Public

(Signature with Official Seal)

OR

REGISTERED

Before

(SUB – REGISTRAR) (of concerned State)

Signature with Official Seal



All clauses are complied

7 (H) INTEGRITY PACT

(On plain paper, applicable only if tender's estimated value exceeds the threshold of Rs. 10.0 Crores)

To,

The Prospective Bidder

Dear Sir,

It is here by declared that BSNL is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the BSNL.

Yours faithfully

S/d

AGM (MM) O/o
CGMT UPW
Meerut



To,

AGM (MM)
O/o CGMT UPW
Meerut

Dear Sir,

I/We acknowledge that BSNL is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by BSNL. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Section 9 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, BSNL shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours
faithfully

(Duly authorized signatory of the Bidder)



All clauses are complied

(To be submitted on Plain Paper)

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) / hereinafter referred to as "The Principal"

and _____

hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws rules and regulations and economic use of resources and of fairness and transparency in its relations with its Bidders) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during his participation in the tender process and during the contract execution

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender



process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically and commit any offence under Indian Penal code (IPC)/Prevention of Corruption (PC) Act.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidders/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other in connection with the award of the contract.

(f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to Independent External Monitors (IEMS) and shall wait for their decision in the matter.

(g) To disclose and transgression with any other company that may impinge on the anti corruption principle.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure in BSNL Procurement Manual, which is in-force on the date of Publication of tender.

Section 4- Compensation for Damages

(i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(ii) If the Principal has terminated the contract according to Section 3, or if the



Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to liquidated damages (LD) of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee (PBG) in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors

(i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.

(ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact.

(iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder. Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

Section 8- External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access in all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the CMD BSNL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any



internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4.The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractor(s) /Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosures of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the Independent External Monitor (IEM) shall inform CMD BSNL and recuse himself/herself from that case.

5.The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6.As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7.The Monitor will submit a written report lo the Chairperson of the Board of the Principal within 4 to 6 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8.If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9.The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e New Delhi The arbitration clause provided in the tender document / contract shall not be applicable for any issue/ dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come



to an agreement to their original intensions.

5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

For the Principal

Place_____

Date_____

For the Bidder/Contractor

Witness 1_____

Witness 2_____



SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
.....
Telephone No. Mobile No.
FAX No.
3. Address of place of Works/ Manufacture
-
.....
Telephone No. Mobile No.
4. State the Type of Firm: 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. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address
.....



.....
10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.

GSTN 1.....

GSTN 2.....

GSTN 3..... and so on

11. Whether UAM number declared on CPPP. Yes/No (in case of MSE bidders)

12. UAM number (in case of MSE bidders)

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



Appendix-1 to Section 4 Part A

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



	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.



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



S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . (b) for Quantity in excess of that supplied by Vendor to BSNL. (c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	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.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.



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



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



S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con-td.		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/Goods and Services Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	
	(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.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(b) 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.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		



Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.

Note 9: 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.



SECTION-9 Part-A
BID FORM

To

DGM (MM)

From,

.....
O/O CGMT UP (W), Bharat Sanchar Nigam Limited,

.....
Shastri Nagar Tele. Exge. , Garh Road,

.....
Meerut-250004.

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

Ref: Your Tender Enquiry No.dated

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

Dated: day of 20...

Signature

Witness

Signature.....

Name

Address

Name

In the capacity of

Duly authorized to sign the bid for and on

behalf of



SECTION-9 Part-B

Part I - Price Schedule for Indigenous Items (Download the [BOQ xls](#) file, duly fill in the required details & upload)

Name of the bidder:

S.No	SoR Item Description	Total quantity (No. of sets)	Basic Unit Price excluding all taxes & charges	GST								All inclusive Unit cost	Amount of Input tax Credit (ITC) to be availed by BSNL	Unit price excluding ITC amount (net unit cost to BSNL)	Total price inclusive of all levies and charges but excluding ITC (net total cost)	HSN for goods and SAC for services
				FF packing		GST										
				Rate *	Amount	CGST		SGST		IGST						
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	200AH	2														
2	400AH	463														
3	600AH	443														
4	1000AH	75														
5	1500AH	8														
6	2000AH	14														
7	2500AH	9														
8	3000AH	4														
9	4000AH	2														
10	5000AH	3														

Notes for bidder:

- Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required
- If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4 & the Goods and Services Tax (GST) in column 7 to 12
- The bidder who submits the offer with concessional Goods and Services Tax (GST) shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/services.
- In case , dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 7 to 12 & 14
- * %age Rate of FF & packing should be shown of Basic Unit Price excluding all taxes & charges (i.e as %age of Col.4)**
- The FF & packing amount quoted shall not be subject to change after bid evaluation/ ordering on account of change of Copper, Lead base price, changes in duties & taxes of item,etc.
- Bidder must mandatorily mention HSN & SAC numbers

Declaration by bidder

- We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date".
- "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.

Signature of the Authorised Signatory



SECTION- 9 Part-B (NOT APPLICABLE FOR THIS TENDER)
Part – II(a)- Price Schedule for Items to be supplied under Imported Category
(Applicable for System Integrator Bid or OEM-Bid without High Sea Sales provision)

Name of bidder:
 GSTN Numbers:

S.No	SoR Item Description	Total quantity	Assessable value for computation of Custom Duty	Custom Duty						Basic Unit Price of bidder to BSNL including BCD, Cesses, other logistics to bidder (but excluding	FFP & I charges	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)	inclusive of all levies and charges but excluding ITC	CTH Code	HSN for goods and SAC for services				
				BCD		EC and SHEC (Cesses)		IGST				CGST		SGST		IGST											
				Rate	Amount	Rate	Amount	Rate	Amount			Rate	Amount	Rate	Amount	Rate	Amount							Rate	Amount		
1	2	3	4	5	6=5x4	7	8=6x7	9	10=(4+6+8)x9	11	12	13=11x12	14	15=14x(11+13)	16	17=16x(11+13)	18	19=18x(11+13)	20=11+13+[(15+17) or 19]	21=[(15+17) or 19]	22=20-21	23=3*2	24	25			

Notes for bidder:

- 1 IGST (Col. 10) paid under the Custom Duty will not be available as ITC to BSNL. The IGST paid by the bidder should not be included in arriving price shown in Col. 11 as it may be claimed as ITC by bidder themselves.
- 2 Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required/ applicable for Bidder for effecting supplies. For evaluation of bid either (CGST+SGST) or IGST will be taken into consideration. (This is for column No. 14 to 19)
- 3 If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-11 & the Goods and Services Tax (GST) in column 14 to 19 with calculations based on basic AMC cost quoted in Col. 11.
- 4 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.
- 5 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 No. 21.
- 6 Under Column No. 13 "FFP & Insurance Charges*" should be calculated as % age of "Basic Unit Sale Price for BSNL" indicated under Column No. 11.
- 7 The FFP & I Amount quoted under Col. 13 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.
- 8 Bidder must mandatorily mention full 8-digit HSN & 6 digit SAC mandatorily for correct rate of BCD, Cesses and GST..
- 9 Values under Col 11 onwards shall be subject to revision only by ordering authority based on changes in rates of BCD and Cesses after issue of APO.

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 CTH Code, HSN/ SAC shown in Col 24 & 25 are correct & credit of GST for the amount shown in column 21 above are admissible as per GST Laws.

Signature of the Authorised Signator



