

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

BID DOCUMENT

E-TENDER FOR THE SUPPLY OF 200SETS of 400 AH VRLA BATTERY

E-TENDER NO.

DGM B&CCS-CM/TENDER/VRLA BTY/2020-21

DATED: 02.09.2020

DATE & TIME OF BID OPENING(TOC): - 27/10/2020 - 14:30 Hrs.

This Tender document contains 64 pages in total.

**BHARAT SANCHAR NIGAM LIMITED
CHENNAI TELEPHONES
O/o DEPUTY GENERAL MANAGER B&CCS,
6th FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING,
NO.238, RK Mutt ROAD, Mandaveli, CHENNAI - 600 028.**

Tel No: 2462 0125

Fax No. 2462 0115

Signature of the Bidder

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

CHENNAI TELEPHONES

O/o DEPUTY GENERAL MANAGER B&CCS, Mandaveli,Ch-28.

Phone Number - 044-24740122 / FAX - 044-24710555

From:

DEPUTY GENERAL MANAGER B&CCS,

6th FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING,

N0.238, RK Mutt ROAD, Mandaveli, CHENNAI - 600 028.

No. DGM B&CCS-CM/TENDER/VRLA BTY/2020-21/

dated 02.09.2020

Sub: - Tender documents for supply of 200 sets of VRLA Battery for the year 2020-21 through E-procurement.-Reg

Tender No.: DGM B&CCS-CM/ TENDER/VRLA BTY/2020-21 dated 02.09.2020

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

Section No.	Item	Page No
1. Part A	Detailed NIT (DNIT)	3
1. Part B	Newspaper NIT (NNIT)	6
2.	Tender Information	7
3 part A	Scope of work	8
3 part B	Technical Specification	8
3 Part C	Schedule of Requirements (SOR)	8
4 part A	General instructions to bidders(GIB)	9
4 part B	Special instructions to Bidders	21
4 part C	E-tendering instructions to bidders (if applicable)	23
5 part A	General(commercial) conditions of contract(GCC)	26
5 part B	Special (commercial) conditions of contract(SCC)	36
6(A)	Undertaking & declaration	37
6(B)	No Near-Relationship Certificate	38
7(A)	Proforma for Bid security	39
7(B)	Proforma for Performance Security Bond	41
7(C)	Letter of authorization to attend bid opening	42
7(D)	Model amendment letter intimating conditions for extension of delivery period	43
7(E)	Model amendment letter for extension of delivery period	44
7(F)	Proforma for clause by clause compliance	45
7(G)	No deviation Statement	46
7(H)	Proforma for agreement	47
8	Bidders profile and questionnaire	49
9(A)	Bid form	51
9(B)	Price schedule	52
10	Mandate form (E-payment of suppliers bills through RTGS)	53
11	Vendor Master Form	54
Appendix	Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)	56
Annexure 1	Particulars for Input Invoice	61
Annexure-2	Check list	63

The prospective bidders may kindly submit their offers by means of online bids for Electronic Tendering at the portal detailed in 'Special Instructions to Bidders for E-Tendering' up to 13.59 hours of 27/10/2020 and bids will be opened at 14:30 hours of 27/10/2020.

DGM B&CCS-CM

Signature of the Bidder

SECTION -1 _ Part A
DETAILED NOTICE INVITING TENDER

No. DGM B&CCS-CM/ TENDER/VRLA BTY/ 2020-21 /

dated 02.09.2020

Digitally Sealed tenders on Rupee payment basis are invited through e-tendering process by the Chief General Manager, BSNL, CHENNAI TELEPHONE DISTRICT from the eligible bidders for supply of following item.

1. Description of items:-

Sl. No	Size of Battery	Approved Quantity* (in Nos.)	Specification	Estimated Value of Procurement	Amount of Bid security(Rs.)	Cost of Tender document (incl of 18% GST)
1.	400AH VRLA BATTERY	200 sets	GR No.TEC/GR/TX /BAT-001/04 June2011 with Amendment No.1 dt 24.07.2012 (with latest Amendment if any)	Rs.2,48,79,113/-	Rs. 4,97,582/-	Rs.2360/-

NOTE: 1. The quantity in nos. stated above is 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 and conditions.

2. Purchase of Tender Document:

Tender document can be obtained by downloading it from the website www.chennai.bsnl.co.in following "Link for E-tenders by Chennai Telephones". The tender document for participating in E-tender shall be available for downloading from <https://www.tenderwizard.com./BSNL>:- from 03/10/2020/15:00 hrs up to 27/10/2020/13:58 hrs.

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

- The bidders cannot participate in the tender without downloading official copy of the tender document.

2.1. The bidders downloading the tender document are required to submit the tender fee amount through DD / Bankers cheque **of an amount of Rs 2360/-** (i.e Rs.2000/- + 18%GST) along with the tender bid failing which the tender bid shall be left unopened/rejected.

The DD/banker's cheque shall be drawn from any Nationalized/Scheduled bank in favor of **ACCOUNTS OFFICER (C&A) HQ, BSNL, CHENNAI TELEPHONES** and payable at Chennai.

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

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

3. Availability of tender document:- The tender document shall be available for downloading from **03/10/2020 /15:00 hrs up to 27/10/2020/13.58 hrs.**

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

Signature of the Bidder

4. Eligibility Criteria:

(a) The bidder should

- 1) Be Indian Companies registered to manufacture the tendered item indigenously in India. The bidder should be either manufacturer or authorized to supply from their principal manufacturer and should have Memorandum of Understanding (MOU) with the manufacturer for supply.
- 2) Have obtained valid & current Type Approval Certificate/Technical Specification Evaluation Certificate (TSEC) from QA BSNL, for tendered item in bidder's name against the technical specification mentioned in the tender Document and proof for successful execution of Educational/commercial orders of DOT New Delhi/CGMTS Kolkata/MTNL/BSNL for tendered item (i.e. Inspection certificates issued by BSNL QA) against G.R mentioned in tender document.
 - (a) The bidder should have valid PAN No.
 - (b) The bidder should have valid Goods and Services Tax Registration Certificate No(s). or mention as Unregistered dealer Or exemption certificate No.
 - (c) Submit a self-declaration along with the evidence that the bidder is not black listed by GST authorities.
 - (d) In case the supplier gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to default of supplier.
 - (e) In case of multiple GST numbers, all the numbers can be provided as Annexure.
 - (f) GSTIN registration number(s), need to be quoted mandatorily.
- 3) Proof of experience for supply of Battery sets made in the form of Purchase orders and preferably performance certificate during the last Five years.

All documents submitted will be self attested by the bidder.

Note for BSNL Users Cells only: *It may kindly be noted that*

(i) Procurements should 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.

4. The bidders shall submit necessary documentary proof (self attested) showing that they meet the eligibility criteria along with their tender bid self attested by Bidder.

5. Bid Security:

5.1 The bidder shall furnish the bid EMD in one of the following ways

- (a) Demand Drafts/Banker's Cheque drawn in favor of **ACCOUNTS OFFICER (C&A) HQ, BSNL, CHENNAI TELEPHONES** and payable at Chennai. No interest shall be payable on EMD received in the form of DD/banker's cheque.
- (b) Bank Guarantee (as prescribed format given in the section -7(A)) from a scheduled bank drawn in favor of CGM, Chennai Telephones, Chennai which should be valid for 210 days from the tender opening date.
- (c) The MSE units shall be exempted from submission of Bid security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

6. Date & Time of Submission of Tender bid:

1. **Last Date/ Time of submission of Bid Online: up to 13.59 Hrs on 27/10/2020**
2. **Last Date/Time of Submission of documents in hardcopy(Offline) : up to 14.00 Hrs on 27/10/2020.**

Note 2:- In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

Signature of the Bidder

7. Online opening of Tender Bids: At 14.30 Hours on 27/10/2020**8. Place of opening of Tender bids:**

- 8.1 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.
- 8.2 However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the chamber of DGM B&CCS-CM, 6th flr, RKNagar Telephone Exgh Bldg, 238, RK Mutt Road, Mandaveli, Ch-28. where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.
11. CGM, CHTD reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
- 12.1 The bidder shall furnish a declaration 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 E-tender Portal (<https://www.tenderwizard.com/BSNL>)
- 12.2 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 12.3. For further instructions regarding submission of bids online, the bidder shall visit the homepage of the portal (<https://www.tenderwizard.com/BSNL>)

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

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

DGM B&CCS-CM

Phone Number - 044-2462 0125

FAX Number 044-2462 0115

Email id:- dgm.bccs.Chennai@gmail.com

Signature of the Bidder

SECTION-1 (Part B)**NEWS PAPER N.I.T. FOR PROCUREMENT OF VRLA Batteries****BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

CHENNAI TELEPHONES

O/o DEPUTY GENERAL MANAGER B&CCS-CM,
6th FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING,
NO.238, RK Mutt ROAD, Mandaveli, CHENNAI - 600 028.

Notice Inviting Tender

Tender No. DGM B&CCS-CM / VRLA BTY/2020-21/ dated 02.09.2020

Sealed tenders are invited by CGM, BSNL, Chennai Telephone District, Chennai from the prospective bidders for supply of the following item.

Sl no	Name of item	Quantity in Sets	Estimated cost in Rs.	Date/Time of tender opening
1.	400 AH VRLA battery	200 Sets	Rs. 2,48,79,113/-	27/10/2020/14:30 HRS

This tender is being conducted through e-procurement Portal <https://www.tenderwizard.com/BSNL> Last date of receipt of tender is **27/10/2020 upto 13:59 Hrs.** For further information, kindly visit Chennai website "www.Chennai.bsnl.co.in" following "Link for E-tenders by Chennai Telephones"

DGM B&CCS-CM
Chennai Telephones
Tel. No. 044-2462 0125
Fax no. 044-2462 0115.

Signature of the Bidder

Section- 2

Tender Information

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

Note:

The Eligibility cum technical Bid will be opened in the presence of the representatives of the bidders at O/o DGM B&CCS –CM RKN Tel exgh 6th floor Mandaveli, Chennai-28., by **14.30 hrs on 27/10/2020**.

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

- 2) Bid Validity Period:-180 days from the tender opening date. **A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**

- 2) In two envelopes system, the first envelope will be named as Techno Commercial and will contain documents of bidders satisfying the eligibility / Technical & Commercial conditions and 2nd envelope will be named as Financial Envelope containing financial quote.

- i. These envelopes shall contain one set of the following documents

(a) Techno-Commercial envelope shall contain: As per clause 7 Section 4 Part A with all relevant bid annexure duly filled and signed.

(b) Financial Envelope shall contain

Electronic Form-Financial along with Price schedule (Section 9 Part-B)

- ii. The documents are required to be submitted offline (i.e. offline submissions) to **DE TENDER, 3rd Floor, No.238, R K Nagar Telephone Exchange, R.K Mutt Road, Mandaveli, Chennai-600 028**, 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.”

Note:

At the time of opening the bids, initially offline submitted envelopes (as mentioned at Sec 4 Part A, Clause 7) of all bidders will be opened. The Electronic envelope consisting of Commercial, Technical bid of only those bidders will be opened who would have submitted required documents as offline submissions as per clause 7 of Section 4 Part A in a sealed envelope bearing tender number, name of item and the phrase” Do not open before (due date and time of opening of tender)”..

- 4) Payment terms:
As per clause 11 of Sec 5 Part A
- 5) Delivery Schedule: - Actual Delivery schedule will be given in the PO. (First one month for lead period and evenly distributed supplies are expected in remaining three months).
- 6). Consignee details: will be given in purchase order.

Signature of the Bidder

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

SUPPLY OF 160 Sets of 400 AH VRLA BATTERY for the use at the BTS locations of the CM wing of CHTD for the year 2020-21.

SECTION -3 Part B**TECHNICAL SPECIFICATION (Schedule of Requirement)**

The equipment shall confirm the Technical specification
GR No.TEC/GR/TX/BAT-001/04June2011 with Amendment No-1 dtd 24-07-2012
(& WITH LATEST AMENDMENT IF ANY)

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

S.NO	GOODS/SERVICES	QUANTITY
1	400 AH VRLA BATTERY SET	200 Sets

Note:

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

The delivery of the goods and documents shall be completed within the scheduled delivery date from the date of issue of Purchase Order.

Signature of the Bidder

SECTION – 4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS:

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

2.0 ELIGIBILITY CRITERIA:

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

3.0 COST OF BIDDING:

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

4.0 DOCUMENTS REQUIRED

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

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall submit his queries through e-Tender Portal and also notify the purchaser in writing or by FAX to the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 10 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded as clarification to the concerned tenderer on ETS portal, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from ETS portal.

Note: For Clarifications in the tendering procedure, a Pre-bid meeting is scheduled on 12/10/2020 @ 14:30 hrs at the O/o DGM B&CCS-CM, RK Nagar Tel Exgh, Mandaveli, Ch-28..

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

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

<u>S. No.</u>	<u>Section</u>	<u>Clause</u>	<u>Brief Description of the clause</u>	<u>Ref Page No in Bid</u>	<u>Comments of Bidder</u>
---------------	----------------	---------------	--	---------------------------	---------------------------

6.0 AMENDMENT OF BID DOCUMENTS

- 6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or

Signature of the Bidder

in response to a clarification requested by a prospective bidder, modify bid documents by amendments. Amendments if any to the tender document will be notified in the above website then and there. It is the responsibility of the vendors who download the tender document to note these amendments and submit tenders accordingly.

6.2 The amendments shall be notified in writing through E-tender portal to all prospective bidders to the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

6.3 In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

Bidders to note that scanned copy of all the relevant documents as listed below are required to be uploaded on the ETS Portal and original documents attested/authorized are to be submitted to DE TENDER, 3rd FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING, no.238, RK Mutt ROAD, Mandaveli, CHENNAI-600 028, offline in a sealed cover.

7. DOCUMENTS COMPRISING THE BID:

The bidder shall furnish as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid documents. The bid prepared by the bidder shall ensure the availability of the following components. Bidders to note that scanned copy of all the relevant documents as listed below are required to be uploaded on the ETS Portal and original documents attested/authorized are to be submitted to DE TENDER, 3rd FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING, no.238, RK Mutt ROAD, Mandaveli, CHENNAI-600 028, offline in a sealed cover before due date and time of opening Tender.

TECHNO-COMMERCIAL BID

- I. Cost of the tender document and EMD
- II. Valid Type Approval Certificate (TAC) from TEC/TSEC issued by QA of BSNL.
- III. Valid & current MSME certificate duly certified by MSME authorities and/or Bid Security (in the form of BG/DD) in accordance with clause 12. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- IV. Inspection certificates issued by BSNL (QA) as a proof for successful execution of educational / Commercial orders of DOT/MTNL/BSNL as mentioned in clause 2 of this section.
- V. The original or copy of Letter of Authorization/Power of Attorney, to sign the bid documents, duly attested by Notary Public. Power of attorney shall be as per clause 14.3 of this section. The authorizing person/authority should be the authorized signatory of the firm/partnership deed with necessary proof like board resolution/partnership agreement.
- VI. Downloaded bid documents shall be digitally signed by the authorized signatory for having read, understood and complying with all the terms and conditions of the Tender document. All documents submitted will be self attested by the bidder.
- VII. Bid form (Section 9 Part A)-completed and signed in accordance with Clause 8.
- VIII. Articles or Memorandum of Association or Partnership Deed or proprietorship deed as the case may be.
- IX. Certificate of Incorporation of the firm.
- X. A Clause-by-Clause Compliance to Technical specification & commercial conditions as per clause 11.2 (c).(Sec3, Part A,B, Section 4 Part A,B& C, Sec 5 part A&B)
- XI. Latest Annual Report attested by a chartered accountant and /or a certificate for the total bid value from its bankers as an evidence that he has financial capability to perform the contract. Documentary evidence about technical and production capability necessary to perform the contract.
- XII. Non – Relation certificate in proforma duly filled and signed as per clause 33 of section 4 part A
- XIII. Completed Mandate form as per Section 10.
- XIV. Document proof of applicable rate of GST/VAT/ Sales Tax/Excise duty Registration.
- XV. Xerox copy of PAN Card.
- XVI. Undertaking & Declaration duly filled and signed as per section 6 (A)
- XVII. Bidders profile and questionnaire duly filled and signed
- XVIII. Documents establishing bidders eligibility and qualification as per clause 10 of section 4 part A
- XIX. Undertaking duly signed by the bidder and its technology/consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.
- XX. List of all directors including their name(s), Director Identification Number(s)(DIN) and address(es) along with contact

Signature of the Bidder

telephone numbers of office & residence.

- XXI. Registration certificate from Sate Director of Industries or from Secretariat for Industrial Assistance (SIA),Ministry of Industries, Govt. of India.
- XXII. Approval from Reserve Bank of India/SIA in case of foreign collaboration.
- XXIII. Declaration as per clause 12.1 of Sec 1 DNIT
- XXIV. Undertaking as per clause 10.5 of Sec 4 Part A

FINANCIAL BID

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

8. BID FORM

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

9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Custom Duty, Goods & Services Tax on packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B(I&II). 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. The item is governed by the Price variation clause no. 4 section- 4 part B of the tender.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner
 - (i) The Basic Unit price (Ex-Factory Price) of the goods, CIF, Assessable Value, BCD, Cesses, IGST, Freight, Forwarding, Packing, Insurance, GST(CGST, SGST, IGST) on Freight already paid or payable by the supplier shall be quoted separately item wise.
 - (ii) The supplier shall quote as per price schedule given in section 9, Part B for all the items given in schedule of requirement at Section 3 Part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non -responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient details to enable the Purchaser to arrive at the price of equipment/system offered.
- 9.5 "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account".
- 9.6 The price approved by BSNL for procurement will be inclusive of Levies and Taxes, packing, forwarding, freight and insurance as mentioned in Clause 9.1 subject to other terms and condition as stipulated in Clause 22.2 of Section 4 Part A and clause 11 of Section -5 Part A of Bid document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to the consignee address as per PO.
- 9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the documents as mentioned in clause 7 and whichever is required as per terms and conditions of Bid Documents.
- 10.2 The bidder shall furnish documentary evidence that he has financial technical and production capability necessary to perform contract
- 10.3 In order to enable the purchaser to assess the provenness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 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,

Signature of the Bidder

ease of installation, maintainability etc... Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval.

OR

In case goods offered have already been type approved/validated by the purchaser, documentary evidence to this effect shall be submitted by the bidder.

- 10.5 A signed undertaking from Authorized signatory of the bidder that shall certify that all components/parts/assembly/ shall be original, new components/parts/assembly/ and that no refurbished/duplicate/second hand components/parts/assembly/ are being used or shall be used.
- 10.6 Documentary proof of GST registration.

11. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- A detailed description of goods with essential technical and performance characteristics;
 - 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
 - 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) General (Commercial) Conditions and Special (commercial) Conditions (Section 5 part A & B) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(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. BID SECURITY

- 12.1 The bidder shall furnish a bid security for an amount specified in detailed NIT (Section 1). The bid security shall be in the form of a Bank guarantee issued by a scheduled bank in favor of the Purchaser valid for 210 days from the date of tender opening.
- 12.2 The MSME bidders are exempted from payment of bid security
- A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - MSME unit is required to submit its monthly delivery schedule.
 - If a vender registered with body specified by Ministry of Micro, Small and Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be summarily rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders..
- 12.5 The bid security of the unsuccessful bidder will be returned/ discharged as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.

Signature of the Bidder

- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no.24.4 &27.3 of this section.
- 12.7 The bid security may be forfeited:
- (a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the Bid form or extended subsequently, or
 - (b) In the case of successful bidder, if the bidder fails :
 - (i) to sign the contract in accordance with clause 28 or
 - (ii) to furnish performance security in accordance with clause 27.
 - (c) In both the above cases, i.e. 12.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of BSNL in this regard

13. PERIOD OF VALIDITY OF BIDS

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

14. FORMAT AND SIGNING OF BID

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

14.3 POWER OF ATTORNEY

- a. The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
- b. The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body Corporate.
- c. In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d. Attestation of the specimen signatures of such authorized signatory of the bid by the Company's /firm's bankers shall be furnished. Name, Designation, phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- e. In case the representative of the bidder company, who uploads the documents on e-Tender portal using his digital signature certificate(DSC), is different from the authorized signatory for the bid (Power of attorney holder) then the representative who uploads the documents on the e-Tender portal using DSC issued in his name, shall also be made as one of the power of attorney holder by the bidder company, in addition to the authorized signatory for the bid.

The original set of Prime eligibility conditions, Technical bids and financial bids in separate covers to be sent to DE TENDER, 3rd FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING, No.238, RK Mutt ROAD, Mandaveli, CHENNAI-600 028 before due date and time of opening Tender.

Signature of the Bidder

15. SEALING AND MARKING OF BIDS:

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

15.1.1 The bid should be submitted online using Single stage bidding & Two Envelope methodology.

- a. The first envelope will be named Techno-Commercial bid. This envelope will contain documents of bidder's satisfying the eligibility/ Technical & commercial conditions as per clause 2, 7 & 10 with bid security as per clause 12.
- b. The second envelope will be named as Financial bid containing price schedules as per section 9 part B.
- c. The cover of first envelope shall contain the "Original & copy" of techno-commercial bid duly marked as "TECHNO-COMMERCIAL BID".
- d. The cover of second envelope shall contain the "Original & copy " of the financial bid, duly marked as "FINANCIAL BID".

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

15.2

- a) All the envelopes shall be addressed to the purchaser at the following address

DE TENDER,

**3rd FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING,
No.238, RK Mutt ROAD, Mandaveli, CHENNAI-600 028.**

- b) All the envelopes shall bear name of the tender, the tender number and the words '**DON'T OPEN BEFORE (Due date and time)**' and also mentioning item(s) for which the bid is submitted.
- c) The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as received 'late'
- d) Tender may be sent by 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 tenders are delivered in time would vest with the bidder.

Bids delivered in person on the day of tender opening shall be delivered up to 14.00 hours on 27/10/2020 to DE TENDER, 3rd FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING, No.238, RK Mutt ROAD, Mandaveli, CHENNAI-600 028. The purchaser shall not be responsible if the bids are delivered elsewhere.

- e) **Venue of tender opening:-** Tender will be opened in the **Chamber of DE TENDER, 3rd FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING, No.238, RK Mutt ROAD, Mandaveli, CHENNAI-600 028. at 14.30 hours on the due date (27/10/2020).** If due to administrative reason the venue of the bid opening is changed, it will be displayed prominently on notice board.

15.3 If both the envelopes are not sealed and marked as required by para 15.1 & 15.2 the bid shall be rejected

16. SUBMISSION OF BIDS

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

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

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

17. LATE BIDS

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

18. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

Signature of the Bidder

15.

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

18.4 Cancellation /Withdrawal of this E-tender

BSNL CHTD has all rights to cancel/terminate/withdraw this tender even at any stage of floating as well as after finalization of tender / issue of work order / issued which is in currency, under prior intimation to Bidder/successful bidder with maximum Two weeks of Time, where any/all clauses of agreement(s)/assurance(s) of this e-tender shall become null and void. BSNL CHTD will not entertain any loss if any arising in this regard.

19. OPENING OF BIDS BY PURCHASER

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

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

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

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

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

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

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

iv) The following information should be read out at the time of Financial bid opening

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

19.4 The date fixed for opening of bids, if subsequently is declared as holiday by BSNL, the revised date of schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

Signature of the Bidder

21. PRELIMINARY EVALUATION

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, freight etc., the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 14 does not tally with its break up quoted in col 4, 6, 8,10, 12 &13, the same shall be corrected by summing up the break ups. If there is any discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- 21.4 Prior to the detailed evaluation, pursuant to Clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Documents. For purposes of these Clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the Bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.7 Bidders participating in the tender are expected to have no past history of adverse complaints / recurrence of fault incidences in the materials supplied / performance of service to any of the BSNL units. If the supplied units have not met the BSNL requirements fully as per the SPEC, they will be treated as a complaint. **The bidders having complaints exceeding 5% in their past supply are liable to be rejected by the evaluation team.**
- 21.8 Self declaration stating that "No past history of adverse complaints/ recurrence of fault incidences in material supplied/poor performance of services to any of the BSNL units." Is to be submitted by bidders. The bid submitted will be rejected at any stage even after award of contract if found the declaration submitted is not true.

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
 - (a) **The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc. as arrived in Col. 16 of Price schedule in Section 9 Part-B Part-I (Indigenous items) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes(if any) applicable on the movement of Goods.**
 - (i) "Duties, taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO
 - (ii) Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
 - (iii) In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage if 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 any 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

Signature of the Bidder

the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.

- (iv) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST office where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.
- (v) "If the supplier fails to furnish necessary supporting documents i.e. 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
- (vi) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.
- (vii) If the supplier does not disclose the correct details on the invoice or on the GSTN viz., Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

23. CONTACTING THE PURCHASER

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

24. PLACEMENT OF ORDER

- 24.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within Scheduled Delivery Date (SDD), the unit prices with applicable revised duties / taxes will be paid to suppliers irrespective of their ranking viz., L1/L2 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 bidder 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 L1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 bidder, as envisaged in clause 3 (distribution of quantity) in section 4 part B, shall be supplied by the L1 bidder as part of whole contract

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements as per DNIT, without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in this running tender/contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled a fresh.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the

Signature of the Bidder

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

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER

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

27.2 The bidder shall within 14 days of issue of the advance purchase order, give his acceptance along with performance security in conformity with proforma provided with the bid document at Section -7B

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

28. SIGNING OF CONTRACT

28.1 The issue of Purchase order shall constitute the award of contract on the bidder.

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

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 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 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 issued by "TEC" shall be furnished.

Signature of the Bidder

31. REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied with, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of which shall result in outright rejection of the bid.
- (a) Clauses 12.1, 12.2 & 13.1 of Section 4 Part A : The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - (b) Clause 2,7 & 10 of Section 4 Part A: If the eligibility conditions as per clause 2 of Section 4 Part A are not met and / or documents prescribed to establish the eligibility as per Clauses 7 & 10 of section 4 Part A are not provided, the bids will be rejected without further evaluation.
 - (c) Clause 11.2 (c) of Section 4 Part A. If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.
 - (d) While giving compliance to, Section -5 Part A, General Commercial conditions, Section-4 Part B, Special instructions to Bidders, Section-5Part B Special (commercial) conditions of contract and section-3 Technical Specifications ambiguous words like "Noted", " Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - (e) Section -9 Part B -Price Schedule: If Prices are not filled in as prescribed in price schedule.
 - (f) Section -4 Part A clause 9.5 on discount which is reproduced below:
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for noncompliance of any of the provisions mentioned in clause 31.1 (a), 31.1(b) of Section 4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the bidder company is not satisfied with the decision of the Bid opening team, he / they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 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 desirous participants 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) 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 satisfactorily in the field in accordance with the specification;

Signature of the Bidder

- d) 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. NO NEAR-RELATIONSHIP CERTIFICATE

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

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

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

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

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

34. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document / paper/ certificate submitted by the participant bidder is found/ discovered to be false/ fabricated/ tempered/ manipulated either during bid evaluation or during award of contract or thereafter , then the purchaser will take action as per clause-1 of appendix-1 of this section.

Note for Tender opening Committee:-At the time of tender opening the TOC will check / verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents/ papers/ certificates. The documents/ papers to be submitted in respective bid part have been explicitly stated in clause-7 of section-4 part A. This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserved it along with the bids received on line in case of e-tendering. These papers will be treated as authentic one, in case of any dispute.

35. Security clause as per latest guidelines and requirement.

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

Signature of the Bidder

SECTION – 4 Part B SPECIAL INSTRUCTIONS TO BIDDERS

1. The special instructions to bidders shall supplement the “Instructions to the Bidders” and in case of any conflict with those in Section 4 PART A i.e. General instructions to bidders (GIB), the provisions herein shall prevail.

1. Eligibility conditions:-

1. Be Indian Companies registered to manufacture the tendered item indigenously in India, having obtained clearance from Reserve Bank of India wherever applicable.
2. Have obtained valid & current Type Approval Certificate/Technical Specification Evaluation Certificate (TSEC) from QA BSNL, for each of the tendered item in tenderer's name against the technical specification mentioned in the tender document.
3. Proof of successful execution of Educational/commercial orders of DOT New Delhi/CGMTS Kolkata/MTNL/BSNL for each of the tendered item (Inspection certificates by QA) against G.R mentioned in the tender document
4. 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.

2. Bid security

The bank guarantee /DD for bid security or MSME registration certificate for claiming exemption from submission of bid security, as prescribed in Clauses, 12.1 & 12.2 of Section-4 A Part A of the bid document, and the type Approval Certificate/TSEC and Proof of execution of E.O / C.O. as required under clause 4 of DNIT of section 1 Part A 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.

The Purchaser intends to limit the number of technically and commercially responsive **TWO bidders** as given in table 1(A) 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. Below table shows the distribution of quantities of each tendered item restricted number of eligible bidders.

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

No. of Bidders	Distribution Quantity
2	L- 1 : 60% & L- 2 : 40%

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

No of Bidders to be approved (Col 1)	Allotted Qty to the respective bidders(Col 2)					Qty earmarked for MSE bidder(s) (Col 3)
	L1	L2	L3	L4	L5 and so on	
One Bidder	75%	NIL	NIL	NIL	NIL	25%
Two Bidders	45%	30%	NIL	NIL	NIL	25%

NOTE :

1. 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.
2. 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.
3. 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

Signature of the Bidder

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. 25% earmarked for MSE bidder includes sub target of
 - i) minimum 3% reservation for Women owned MSE bidder and
 - ii) 5% procurement from the MSE's owned by SC/ST entrepreneurs.

4. PRICE VARIATION (PV) CLAUSE:

- 4.1 The Tenderers must not confuse the price quoted by them with the base price mentioned at para 4.2 below. While quoting the price, they are at liberty to take all factors into account such as market price, trend of the raw materials for which compensation in the form of PV is not allowed by the company etc. It is made clear to them that base price is the reference point for calculating the increase or decrease only due to change in raw material price/prices for which the PV is permitted. Under no circumstances, they are allowed to tamper with base price mentioned against para 4.2 below. Any statement made, i.e. any mention of Base price in contrary to para 4.2 below shall be ignored and the company shall be at liberty to reject such offers.
- 4.2 Base Price of Basic Raw Material:-The prices will be quoted at lead prices. The lead price for the purpose of PV shall be computed on the average LME (London Metal Exchange) price in Indian Rupees. The lead price for the month of July 2020 is Rs. 1,32,560/- per M.T.(excluding All Taxes and Levies).
- 4.3 Price Variation Formula:- as per BSNLCO LR No: 40-1/2007-MMS dated 25-09-2007 & 16-11-2007.

Price Variation (in Rs.) for every increase / decrease of Rs.1000 in Average LME price of Lead per MT. LEAD Content of Various Sizes of VRLA Batteries and the price of various capacities of batteries will increase/decrease as per PV table below.

Capacity of VRLA Battery	400 AH
Wt./Content of Lead in Kg	421.68
PV (in Rs) for every increase/ decrease of Rs.1000 in Average LME price of Lead per MT	421.68

- 4.4 Original/ Photostat copy of relevant circular from BSNL, H.Q., New Delhi (MMS Section) (duly attested) of the concerned basic raw material has to be produced for Price Variation as documentary evidence along with the bills preferred for payment.
- 4.5 Base price of basic raw material i.e., Lead (on which the price variation is applicable) as prevalent during that month in which inspection certificate is issued will apply for the price variation clause and applicable for the quantities for which IC certificate by QA is released in that month. The price variation is to be calculated on the basis of the monthly price and will be applicable to the date of issue of the inspection certificate by QA wing..
- 4.6 Any increase in the price of Basic raw material i.e. Lead (on which the price variation is applicable) beyond the Schedule Delivery date will be to the Supplier's account but the benefit of any down ward revision will go to the purchaser.
- 4.7 Price Variation on basic raw material shall be limited to components included in the base price at 4.2. Freight element and any other charges not mentioned in the break up shall not be admissible for price variation.
- 4.8 It is made clear that the Suppliers have to make their own arrangement for the raw material from the market and the company shall not provide any assistance or essentiality certificate in this regard. The above guidelines have been given only for the purpose of Price Variation.

Signature of the Bidder

Section - 4 Part C

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in the tender Documents. Submission of Bids through online process is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, CHTD has decided to use the portal (<https://www.tenderwizard.com/BSNL>) through ITI, a Government of India Undertaking. Benefits to Suppliers are outlined on the Home-page of the portal.

1. Tender Bidding Methodology: Sealed Bid System – Two Stage – Using Two Envelopes', In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signature Certificate (DSC)
2. Register on Electronic Tendering System® (ETS) of <https://www.tenderwizard.com/BSNL>
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS – Query to BSNL (Optional) – View response to queries posted by BSNL
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
9. Post-TOE Clarification on ETS (Optional) – Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully.

3. Digital Certificates

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

4. Registration and Training

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

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

ITI's Helpdesk

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

Signature of the Bidder

BSNL Contact Person-1,
DE(TENDER), Phone Number - 044-24740122 FAX Number 044-2471 0555
Email id:- derfnomcr@gmail.com [between 10:00 hrs to 17:30 hrs on working days]
BSNL's Contact Person-2,
SDE GSM(Tender/MM), Telephone no. 044-24740122
Email id:- sdebsstenderkkn@gmail.com between 10:00 hrs to 17:30 hrs on working days

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

The entire bid-submission would be online on Tender wizard portal. Broad outline of offline submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents / Addendum
- Two Electronic Envelopes containing I). Technical BID for EOI-Part 2). Financial Bid for EOI-Part

Bidders are requested to ensure uploading scanned copies of EMD, EMBG/ MSME, EPF, ESI Financial proof for 2 previous yrs and Experience certificates in the online mode even though the same was submitted in the offline mode.

6. Offline Submissions :

The bidder is requested to submit the following documents- one original set of Eligibility bid, technical bid and financial bids in separate covers offline to DIVISIONAL ENGINEER TENDER, O/o DGM B&CCS-CM, 6th FLOOR, R K NAGAR TELEPHONE EXCHANGE BUILDING, No: 238, RK Mutt ROAD, Mandaveli CHENNAI-28 Tel No: 2474 0122 Fax No. 2471 0555 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) as mentioned in the Clause 14 of EOI document.

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

7. Special Note on Security of Bids

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

As part of the Electronic Encrypted functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Password created by the server itself. The Pass-word is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tender in systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

8. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

9. Important Note:

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

Signature of the Bidder

BSNL will promptly re-schedule the affected event(s).

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>).

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc). While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7) □ Broadband connectivity. □ Microsoft Internet Explorer 6.0 or above □ Digital Certificate(s)

E-reverse auction/ Limited tender option available with the portal, if required will be conducted after the opening of financial bids in case of more than one techno-commercially qualified bidders. However, in case of only one techno-commercially qualified bidder, the Tender Inviting authority reserves the right to go for manual negotiation, if the rates quoted by the bidder are on the higher side.

Signature of the Bidder

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

1. APPLICATION

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

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

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

5. INSPECTION AND TESTS

- 5.1 The Purchaser or its representative shall have the right to inspect and test the goods 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

Signature of the Bidder

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 at different locations as given in the purchase order.

6.2 The delivery of the goods and documents shall be completed within 4 months from the date of issue of Purchase Order. First one month for lead period and evenly distributed supplies are expected in remaining three months. **The actual delivery schedule will be given in purchase order.**

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

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

7. TRAINING

7.1 The bidder shall provide training for the maintenance staff of the purchaser free of cost where required.

7.2 The bidder shall specify in his 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

8.1 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 clause 9 of Section- 4 Part A.

- (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 his 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 his 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

Signature of the Bidder

provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) 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 All the payment will be made through electronic fund transfer (EFT) wherever the purchaser bank has got NEFT/RTGS facility. The supplier has to fill in mandate form given in section-10.

95% Payment will be made on proof of receipt of goods.

For claiming the payment on receipt of goods by the consignee, following documents are to be submitted to the paying authority.

- a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
- b) Acknowledged Delivery Challan in original.
- c) Inspection Certificate of QA(Payable copy in original)
- d) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- e) E-way bill as prescribed in the GST law in case of movement of goods
- f) Proof of payment of GST, if applicable.
- g) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note :-

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- 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 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 95% may be made on delivery , provided that an additional Bank Guarantee for an amount equal to Balance payment of 5% of the value of supplies valid for a minimum period of seven months is

Signature of the Bidder

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

- 11.3 Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.
- 11.4 No payment will be made for goods rejected at the site on testing.
- 11.5 The bidder has to give the mandate for receiving the payment above electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/supplier. The bidder company is required to give the following information for this purpose:-
- (i) Beneficiary Bank Name
 - (ii) Beneficiary Branch Name & address
 - (iii) IFSC Code of beneficiary Branch
 - (iv) Beneficiary account No.
 - (v) Branch Serial No. (MICR No)

12. PRICES

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

13. CHANGES IN PURCHASE ORDERS

- 13.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:
- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
 - (b) the method of transportation or packing;
 - (c) the place of delivery; or
 - (d) the services to be provided by the supplier.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. SUBCONTRACTS

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close /cancel

Signature of the Bidder

this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

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

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

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

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

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

16 LIQUIDATED DAMAGES

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

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

- (a) Should the supplier fail to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles

Signature of the Bidder

- 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 upto 20 weeks only as per provision at para (a).
- 16.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/installment but there is delay in month-wise/installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months./installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/installment.
- 16.4 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 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 he 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 come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

18 TERMINATIONS FOR DEFAULT

Signature of the Bidder

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

- 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;
- Failure to perform any any other obligation(s) under the Contract; and
- Equipment does not perform satisfactory in the field of accordance with the specifications;
- 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. Arbitration and jurisdiction

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 lakh).

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:

- A party wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 60 days notice to all 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.
- 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 lakh to Rs.5 crores	Sole Arbitrator to be appointed from a panel of Arbitrators of 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 third Arbitrator who shall be the presiding arbitrator by the two arbitrators. BSNL will appoint the arbitrator from its panel

- Neither party shall appoint its serving employees as arbitrator.
- 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 reference from the stage where his predecessor had left it both parties consent for the same, otherwise, he shall proceed de novo.
- 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.
- Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29B of the Arbitration and Conciliation Act 1996 for resolution of all disputes shall be followed where claim amount is upto Rs.5 crore.

[Fast Track Procedure]

- 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 subsection(3).
- The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree

Signature of the Bidder

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 pleading, documents and submissions filed by the parties without oral hearing.
 - (b) The arbitral tribunal shall have the power to call for any further information or clarifications from the parties in addition to the pleadings and documents filed 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 of 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 29A 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 the 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 Crore	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 the parties and in terms of provisions of the Act.

- (8). In case of Arbitral tribunal of three Arbitrators, each party shall be responsible to make arrangements for 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 equally shared by the parties. In case of Sole Arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.
- (9). The Arbitration proceeding shall be held at Circle or SSA headquarters (as the case may be).
- (10). Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the Arbitration proceedings under this clause.

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

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

- III. Applicable Law and Jurisdiction:

- (a) The supply order for Goods or services including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase order has been placed.
- (b) Foreign companies operating in India or entering into Joint ventures in India shall have to obey the law of the land and

Signature of the Bidder

there shall be no compromise or excuse for ignorance of the Indian legal system in any way.

21 SET OFF

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

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

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

22. INTIMATION OF SUPPLY STATUS

The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to DE TENDER, 3rd Floor, No:238, RK Mutt Road, RK Nagar, Mandaveli, Chennai-28.

23. DETAILS OF THE PRODUCT

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

24. FALL CLAUSE

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

- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service; and /or
- (b) The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

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

24.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/ state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period.

24.4 In case under taking as in Clause 24.2(a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

25. COURT JURISDICTION:

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

25.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him

Signature of the Bidder

shall be subject to the jurisdiction of the Competent Court at the place from where Contract/PO has been issued.
 'This Contract/PO is subject to jurisdiction of Court at Chennai "

26. GST Invoice

- 26.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 26.2 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. In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- 26.3 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.
- 26.4 In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.
- 26.5. Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 26.6. BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 26.7. It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 26.8 E-waybill number should be mentioned on the invoices.
- 26.9 Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
 - (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.
 - (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:
 - (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
 - (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
 - (iii) Supplier needs to pay the entire self-assessed tax on timely basis.
 - (iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
 - (v) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier
 - (vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.
- 26.10 Refer Annexure below(placed as Annexure- A1) for clause stating that all the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice
- 26.11. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.
- 26.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.

Signature of the Bidder

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 Quality Assurance Wing of BSNL as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by Excise Authorities.
- b) The QA Units of BSNL while clearing the 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.

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. 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 his own cost, spare parts needed which have not been included in the offer. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of his 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 his own cost to the purchaser, the blue print drawings and specifications of spare parts if and when requested.

3. Repair of faulty equipment and setting up of repair facility.

- a) The supplier shall have adequate repair facilities for repair of faulty equipment in India. The number and location of repair facility should be such as to meet the requirement of repairs obligations under this 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 as a percentage of the cost of that module and also in value in rupees.

4. 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. 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.
- (b) 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.
- (c) 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.

Signature of the Bidder

SECTION -6**6(A): UNDERTAKING & DECLARATION**

For understanding the terms and condition of tender and specification of work.

- a). Certified that
1. I/we _____ have read, understood and agree with all the terms and conditions, specifications included in the tender documents and offer to execute the work at the rates quoted by us in the tender form.
 2. If I/ we fail to enter into the agreement and commence the work/supply in time, the EMD/SD deposited by us will stand forfeited to the BSNL.
- b). the tenderer hereby covenants and declares that:
1. All the information, documents, Photo copies of the documents/certificates enclosed along with the tender offer is correct.
 2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/cancel the LOA/Purchase/Work order if issued and forfeit the EMD/SD/Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

Place:

Signature of Tenderer

Name of tenderer along with date
& seal

Signature of the Bidder

6(B): NEAR-RELATIONSHIP CERTIFICATE

Tender No :

Due to open on :

To
The DGM B&CCS-CM,
Chennai Telephones,
2nd Floor, R K Nagar Telephone Exchange Building,
238, R Mutt Road, Mandaveli, Chennai-600 028.

Dear Sir,

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

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

Signature:.....

(Name in Block Letters of the SIGNATORY)

In the Capacity of

Note:

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

Signature of the Bidder

SECTION -7 PROFORMAS

7(A) : BID Security/EMD Guarantee

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

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

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

Signature of the Bidder

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's cheque in favour of " ACCOUNTS OFFICER (HQ),BSNL Chennai Telephones payable at Chennai.'
- 8 The Bank Guarantee that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:-

Date:-

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorised power of attorney Number

Name of the Bank officer

Designation

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

Signature of the Bidder

7(B) : PERFORMANCE GUARANTEE

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

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

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

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

Place:-

Date:-

(Signature of the Bank Officer)

Rubber stamp of the bank
Authorised power of attorney Number
Name of the Bank officer
Designation
Complete postal address of Bank
Telephone Number
Fax Number:

Signature of the Bidder

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 RepresentativeSignature of Bidder/ Officer authorized to sign on behalf of
the BidderName of the Representative
.....Signature of the alternative Representative
.....

Name of the alternative Representative

Above Signatures Attested

Note

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

Signature of the Bidder

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

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

Registered A Due
Address of the purchaser

_____To
M/s
.....Sub: This office contract no..... dated placed on you for supply of
.....

Ref :Your letter no..... dated

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

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

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

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

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

Signature of the Bidder

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

Registered Acknowledgement Due
Address of the purchaser

To
M/s
.....

Sub: This office contract no..... dated placed on you for supply of
Ref : 1. Your letter no..... dated requesting DP extension
2. This office letter no. dated intimating conditions for DP extension
3. Your letter no..... dated accepting the conditions for DP extension

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

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

(a) Liquidated damages shall be levied in accordance with agreed clause 16.2 &16.3 Section-5 Part A of terms and conditions of the tender/ PO.

(b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- 5 Part A.

(c) The prices during this extended delivery period shall be governed as per Clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) From the date of its opening, on whichever is lower basis.

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

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

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

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

Signature of the Bidder

7(F) :-Proforma for CLAUSE BY CLAUSE COMPLIANCE

SECTION NO	CLAUSE NO	COMPLIANCE

I/we..... do hereby gone through all the clauses mentioned in tender document and hereby assure that I/we will abide by all the terms and conditions in it.

SIGNATURE OF SUPPLIER/BIDDER

Signature of the Bidder

7(G)- NO DEVIATION STATEMENT**NO DEVIATION STATEMENT**

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

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

Signature of the Bidder

7H- PROFORMA FOR AGREEMENT**THIS AGREEMENT IS EXECUTED ON the****2020****TENDER FOR SUPPLY OF 400 AH VRLA Battery sets to GSM wing BSNL Chennai Telephones.****By and in Between**

BSNL, Chennai Telephone having office at 238, R.K.Mutt Road, Chennai 600028 and represented by General Manager (hereinafter referred to as the 'Party of First Part' or '**the Purchaser**' which expression shall include the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the **first part** empowered to execute this agreement.

And

M/s _____ having Address at _____ (hereinafter referred to as the Party of Second Part' or '**the Supplier**' which expression shall include the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the **second part** through its _____ empowered to execute this agreement.

Whereas the Supplier has offered to enter into contract with the said BSNL Chennai Telephones for the **SUPPLY OF 400 AH VRLA Battery sets to GSM wing BSNL Chennai Telephones.**, vide Tender No: No.DGM B&CCS-CM/TENDER/VRLA BTY/ 2020-21 dtd 02.09.2020 on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposit have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between parties to these presents as follows :

- 1) The Supplier shall, during the period of this contract that is to say from..... to..... or completion of whichever is earlier or until this Contract shall be determined by such notice as is hereinafter mentioned, supply," **SUPPLY OF 400 AH VRLA Battery sets to GSM wing BSNL Chennai Telephones.**," as described in tender documents. (annexed to the agreement), when the Department or the GM CM in that behalf require. It is understood by the Supplier that the quantity of cables mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT (Notice Inviting Tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, Purchase Orders as may be found requisite to be given during Supply of the material shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement or "The Contract "wherever herein used.
- 3) The Supplier shall adhere to the time schedule required for the supply of material / cable prescribed in the purchase

Signature of the Bidder

work orders and / or as per the tender conditions.

4) The Supplier hereby declares that nobody connected with or in the employment of B S N L is not/shall not ever be admitted as partner in the contract.

5) The Supplier shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the supplier and the Government having bearing on the supply of cables and payments under the contract.

6). The Liquidated Damages (LD) will be deducted as per tender document Section-5 Part A clause 15 & 16

In witness whereof the parties presents have here into set their respective hands and seals the _____ day of _____ and year _____

Signature of the Officer signing
on behalf of BSNL with Seal

(Name of the Officer signing the
Document)

Signature of the Supplier

(Name of the **Supplier** signing
the Document)

Above written Witness

1

2

Signature of the Bidder

SECTION- 8**Bidder's profile & Questionnaire.**

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....

.....

.....

Telephone No. Mobile No.

FAX No.

3. Address of place of Works/

Manufacture

.....

Telephone No. Mobile No.

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

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

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

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

.....

.....

7. Permanent Account No. :

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

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

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

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

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

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

Signature of the Bidder

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

.....

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

1.....

GSTN 2.....

GSTN 3..... and so on.

.....

B) Questionnaire

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

1.1 If Yes, Give details

.....

.....

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

2.1 If Yes, Give details

.....

.....

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

Name of the tendered Item

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

4. Suggestion for improvement of the tender document.

.....

.....

Place.....

Date

Signature of contractor

Name of Contractor

Signature of the Bidder

SECTION-9 Part-A BID FORM

To

.....
<complete address of the purchaser>
.....
.....

From,

.....
<complete address of the Bidder>
.....
.....

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe 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 ofdays from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us

Dated: day of 20...

Witness

Signature.....

Name

Address

Signature

Name

In the capacity of

Duly authorized to sign the bid for and on behalf of

Signature of the Bidder

SECTION-9 Part-B

Part I - Price Schedule for Indigenous Equipment

Sl.No.	SoR Item Description	Total quantity	Basic Unit Price excluding all taxes & charges	FF packing		GST						All inclusive Unit cost	Amount of Input tax Credit (ITC) to be availed by BSNL	Unit price excluding ITC amount (net unit cost to BSNL)	Total price inclusive of all levies and charges but excluding ITC (net total cost)	HSN for goods and SAC for services
						CGST		SGST		IGST						
				Rate *	Amount	Rate	Amount	Rate	Amount	Rate	Amount					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
					(5x4)		7x(4+6)		9x(4+6)		11x(4+6)	4+6+{(8+ 10) or 12}	(8+ 10) or 12	13-14	3x15	
	400 AH VRLA Battery	200 sets														

Note:-

- 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.
- Percentage Rate of FF & packing should be shown on Basic Unit Price excluding all taxes & charges (i.e as Percentage 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 as applicable.

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 and credit for the amount shown in column 14 above are admissible as per GST Laws.

Signature of the Bidder

SECTION-10**MANDATE FORM**E Payment of suppliers bills through RTGS

Serial No	Particulars
1	Company's Name
2	Address
3	Phone No
4	Particulars of Accounts NAME OF THE ACCOUNT
5	Bank Name
6	ACCOUNT NO
7	Branch Name& Address
8	IFSC CODE OF BRANCH

I/we hereby declare that the particulars given above are correct and complete. I/We undertake that till a change is requested by us the payment shall continue to be in the above account only. I/We also agree to bear the RTGS charges in case such charges are levied by any bank for processing the RTGS transaction.

Date

Signature of the authorized signatory(Seal of the company)

**Certified that the particulars furnished above are correct as per our records.

Bank Stamp

Signature of the Authorised Officer
(From the Bank)

Signature of the Bidder



VENDOR MASTER FORM



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

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

Title* : Mr. Ms. M/s Dr.

Name* :

Address* :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no.
(for Foreign Vendors) :

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Signature of the Bidder

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/ Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

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

SWIFT Code :
(for Foreign Vendors)

IBAN :
(for Foreign Vendors)

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

Industry Status:

Micro/ SSI Status : Yes ☐ No ☐

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

Note:

1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
3. If Bank Particulars are not provided, the payment will be made by Cheque only.
4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation**Date:****Company Seal****(For Office Use)**

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

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

Signature of the Bidder

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	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)	Submitted 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 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 three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for three years from date of issue of banning order.
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .	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 three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for three years from date of issue of banning order.

Signature of the Bidder

	<p>(iv) If detection of default after issue of PO/ WO</p> <p>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 three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for three years from date of issue of banning order.</p>	
	<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	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>
4.1	<p>Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Termination of PO/ WO. 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.</p>
4.2	<p>Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. 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.</p>

Signature of the Bidder

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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.
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	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.

Signature of the Bidder

	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	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.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

Signature of the Bidder

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) inspite 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> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	b) inspite of Court Orders.	<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>
	If the Central Bureau of Investigation/Independent External Monitor (IEM) / Income Tax/ Goods and Services Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
11	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
12	(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.	

Signature of the Bidder

(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.		
(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.		

Annexure -A1

Sl 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,IGST)
10	Rate of Tax
11	Value of Goods/Service and type/rate/amount of Tax should be separately mentioned
12	Quality of Goods
13	Total value of Invoice
14	Description of supply of Goods/Services

Signature of the Bidder

15	HSN code in case of goods
16	Accounting code in case of service.
17	Incase invoice has more than one tax rates, rate of Tax and amount of Tax for each supply should be mentioned separately

SI 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 document issued
7	Document number
8	Place of supply(including state)
9	Amount of advance taken
10	Type of Tax(CGST,SGST,IGST)
11	Rate of Tax
12	Quantity of Goods
13	Incase invoice has more than one tax rates, rate of Tax and amount of Tax, rate of tax for each supply should be mentioned separately.
	Note : Invoice issued at a Later stage against receipt voucher to maintain this document number. Refund voucher to be issued against the advances received if no supply is made and no invoice is raised.

Signature of the Bidder

CHECK LIST

The check list shall be filled up and enclosed with the Tender document

SL. No.	ITEMS	Whether available Yes/No	Remarks
1	Bid security details(DD/BG)		
2	DD or bankers cheque for the tender fee(Rs.2360/-)		
3	MSME/NSIC certificate if applicable		
4	Registration certificate		
5	Chennai Office details		
6	Digitally signed copy of tender documents, Corrigendum and Addendum.		
7	Authorization to sign bid document		
8	Proprietary deed/ Partnership deed/ MOA		
9	Power of attorney in case of Partnership Company.		
10	Bid form (section-9A) with validity for 180days		
11	No near relative certificate (section-6B)		
12	Authorization letter for attending bid opening (section-7C)		
13	Profile of bidder & questionnaire (section-8)		
14	Vendor master form (section-11)		
15	Mandate form (section 10)		
16	GST registration copy		
17	PAN card copy		
18	Undertaking signed by the bidder and it technology partner (clause 7.xlx pg11)		
19	Document proof of applicable rate of VAT/Sales Tax/ED		
20	Non Blacklist by GST Authority-self declaration		
21	Clause by clause compliance (section-7F)		
22	Undertaking & Declaration(section 6A)		
23	Declaration for no addition / deletion / correction done in Tender document as per clause 12.1 of NIT		
24	No-deviation declaration (section-7G)		
25	Proof of experience for supply of Battery sets made in the form of Purchase orders and preferably performance certificate during the last five years		
26	Proof of financial health of bidder certified by Chartered Accountant /Bank		
27	IT returns copy of last 2 years		
28	Valid Type Approval Certificate (TAC) from TEC/TSEC issued by QA of BSNL for 400AH Battery		
29	Inspection certificates issued by BSNL (QA)		
30	Under taking as per clause 10.5 of sec 4 part-A (all components/parts/assembly/ shall be original, new..)		
31	List of All directors with contact details		
32	Financial bid		
33	Certificate of incorporation of firm		
34	Amendments/Corrigendum issued		
35	Declaration- "No past history of adverse complaints/		

Signature of the Bidder

	recurrence of fault incidence in material supplied/poor performance of services.. as per clause 21.8 sec4Part A		
36	Proof of Manufacturing in india TAC		
37	Details of Product name,Type,HSN,Technical literature as per clause 23 of sec5 Part A		
38	Detailed BOM as per sec3 partC for SOR items		
39	Self declaration stating Non Blacklist by any of the Govt-central /state/PSU over the supplies made.		

Any other documents as mentioned in Tender document.

Signature of the Bidder