



**भारत संचार निगम लिमिटेड**  
(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

O/o PRINCIPAL GENERAL MANAGER (CFA)  
CHENNAI TELEPHONES  
No. 2, KUSHKUMAR RD, NUNGAMBAKKAM, CHENNAI- 600034.

## E-TENDER DOCUMENT

**E-TENDER FOR REPAIRING OF VARIOUS CAPACITIES & TYPES OF SMPS POWER PLANT MODULES & CONTROL CARDS, STAGE I & II SURGE PROTECTORS, LVD SYSTEMS, CONTROL PANELS INCLUDING ALARM PANELS WORKING IN ALL EXCHANGE/SITES (CFA) IN CHENNAI TELEPHONES INCLUDING RURAL AREAS OF THIRUVALLUR, CHENGALPET AND KANCHEEPURAM DISTRICTS**

### E-TENDER NO.

DGM(SP-CFA)/TENDER/SMPS POWER PLANT REPAIR/2022-23/7 dated  
07-03-2023

**Estimated Tender value: Rs. 69,95,700/-**

**Bid security (EMD): Rs. 1,39,914/-**

SINGLE STAGE BIDDING- TWO STAGE OPENING (TECHNICAL BID & FINANCIAL BID)

**Last Date of Submission : - 28.03.2023 11:00 Hrs**  
**DATE OF OPENING (TOC) : - 29.03.2023 12.00 Hrs**

### Venue

O/o DEPUTY GENERAL MANAGER SP-CFA,  
IV FLOOR, No.2, KUSHKUMAR ROAD,  
NUNGAMBAKKAM, CHENNAI - 600 034.  
Tel No: 044-2825 5511 Fax No: 044-2825 7222



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No. 2, KUSHKUMAR RD, NUNGAMBAKKAM, CHENNAI- 600034

### **TENDER FORM**

**E-TENDER FOR REPAIRING OF VARIOUS CAPACITIES & TYPES OF SMPS POWER PLANT MODULES & CONTROL CARDS, STAGE I & II SURGE PROTECTORS, LVD SYSTEMS, CONTROL PANELS INCLUDING ALARM PANELS WORKING IN ALL EXCHANGE/SITES (CFA) IN CHENNAI TELEPHONES INCLUDING RURAL AREAS OF THIRUVALLUR, CHENGALPET AND KANCHEEPURAM DISTRICTS**

E-Tender No: DGM(SP-CFA)/TENDER/SMPS POWER PLANT REPAIR/2022-23/7 dated 07-03-2023

Estimate cost of tender : Rs.69,95,700/-/-

Cost of tender document : Rs. Rs.1180/- (Rupees One Thousand And one hundred and eighty only)/- (Rs.1000 +GST 18%)

Bid Security/EMD : Rs. 1,39,914/-

Online Tender conducted through: <https://etenders.gov.in/eprocure/app>.

Contract period : Two year

Tender forms Available online [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following "Link for E-tenders by Chennai Telephones".

**Due Date /Time of Receipt of Bid Documents: 11.00 Hrs of 28.03.2023**

Interested eligible bidders may submit their bids through offline and online through E- Tendering at the portal <https://etenders.gov.in/eprocure/app> as detailed in 'Special Instructions to Bidders for E-Tendering' i.e up to 11:00 hours of 28.03.2023.

Technical bids will be opened at 12.00 hours of 29.03.2023

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(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**CHENNAI TELEPHONES**

**Office of the Principal General Manager (CFA),  
No.2, KUSHKUMAR ROAD, NUNGAMBAKKAM, CHENNAI-600034.**

**Part-1(A)**

**NOTICE INVITING TENDER**

**No: DGM(SP-CFA)/TENDER/SMPS POWER PLANT REPAIR/2022-23/7 dated 07-03-2023**

The Principal General Manager (CFA), BSNL, Chennai Telephones on behalf of Bharat Sanchar Nigam Limited invites on line item rate bids from prospective bidders as Digitally Sealed tender bids through **e-tendering process** for "Repair of 25A/50A/100A/200A/Control Panel, STAGE I & II SURGE PROTECTORS, LVD SYSTEMS, Control cards and Alarm cards in SMPS Power Plant modules of different Makes and Capacities in all the exchanges/sites (CFA) in BSNL Chennai Telephones, Chennai and adjoining areas under Kancheepuram, Chengalpet and Thiruvallur Districts" from those who are having experience for a total period of 2 years in repairing of SMPS Power Plant with contract for a minimum value of **Rs.5,00,000/-**

**1. Schedule of E-tender Process**

Available period of e-tender document for downloading	Website from where the document is to be downloaded	Tender Fee payable by bidders other than MSME (Rs)	Bid Security payable by bidders other than MSME (Rs)	Due date for submission of bids	Due date for opening of Technical bids
From 11.00 hours of 08.03.2023 to 11:00 hours of 28/03/2023	<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> .	Rs.1180/- (Rupees One Thousand And one hundred and eighty only)	Rs. 1,39,914/-	Upto 11.00 hrs (online) on 28.03.2023	At 12.00 hours of 29.03.2023

**DESCRIPTION OF ITEMS**

SL NO	UNIT	Total Quantity
1	25 A Modules	143
2	50 A Modules	346
3	100 A Modules	681
4	200 A Modules	100
5	Control Panel & Alarm Panel	200
6	HVLVD	200
7	Surge	200

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

2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following “Link for E-tenders by Chennai Telephones” The tender document for participating in E-tender shall be available for downloading from <https://etenders.gov.in/eprocure/app> as mentioned in clause 1 above.

Bidders must register on the <https://etenders.gov.in/eprocure/app> portal, if not already registered earlier and follow all instructions for participating in bidding for the tender.

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

2.1 The bidders downloading the tender document are required to submit the tenderfee amount through DD / Bankers cheque of an amount of Rs. Rs.1180/- (Rupees One Thousand And one hundred and eighty only)/-(i.e Rs.1000/- + 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 **BSNL COBA COLLECTION A/C**and payable at Chennai.

2.2 The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small &Medium Enterprises for the construction/ Operations/ Maintenance services in Telecom Industry/ maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for Construction/ Maintenance of underground telecom cables/ Maintenance and Installation of OF cables /Telecom outdoor network/BTS maintenance GSM/ Mobile BTS sites, Battery Sets, Power

Plants, DG Sets, Installation of Telecom Services etc. MSE bidders claiming exemptions from Tender fee & EMD as per MSME guidelines must also register their UdyogAadhaar Memorandum No. on Central Public Procurement Portal (through the e-procurement website and submit registration proof in this regard along with their bid. If the UAN is not registered on CPPP, bidder shall not be able to avail the benefits available to small and micro vendors as contained in Public Procurement Policy for MSEs, 2012. Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs, URN certificate should broadly cover the Equipment/ services offered in Tender.

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 document would not be sold.

3. **Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL <https://www.chennai.bsnl.co.in> and <https://etenders.gov.in/e procure/app>. The same tender document is uploaded on BSNL website shall be made available on e-tender portal <https://etenders.gov.in/e procure/appfrom> 11.00 hrs of 28.03.2023 onwards for start on online bid submission.

- Physical copy of the tender document would not be available for sale.
- The Tender document shall not be available for download from e-tender portal on its submission / closing date

**Eligibility Criteria:**

**4.1 General Qualification**

- a. The Bidder must be Indian registered Companies under Companies Act 1956/2013 or LLP or a Firm registered under applicable Acts
- b. The Bidder must not be black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard
- c. The Bidder must have a valid PAN & valid registration under GST Act, EPF and ESI in India. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration (Latest GSTR 3B & Copy of REG 06) at the time of award of work/ LOI/signing of contract, if declared successful.
- d. The bidder should submit a self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- e. In case the supplier gets black-listed during the tenure of BSNL contract and input tax credit could not be availed by BSNL due to default of supplier, then the same along with penalty imposed will be recovered from the supplier with interest at prevailing rate.
- f. In case of multiple GST numbers, all the numbers can be provided as Annexure.
- g. GSTIN registration number(s), which need to be quoted mandatorily.

**4.2 Technical Qualification**

- a. The bidder should have experience in repairing of SMPS power plant with any TSPs including

BSNL with contract for a minimum value of Rs. 5,00,000 for the total period of 2 years. Proof in the form of experience certificate issued by Authorized signatory of work order issuing office in any LSA in India for having repairing of power plant shall be attached.

b. The power plant manufacturer/OEM should also participate in this tender with the repairing experience and turn over as mentioned above.

#### **4.3 Financial Qualification**

- a. The Bidder must have minimum annual turnover of 30% of annual estimated cost of tender, during each of the last two consecutive financial years (i.e. 2020-21 and 2021-22) from telecom business
- b. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criterion
- c. The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid

#### **Note:**

- a. The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid attested by authorized signatory of Bidder.
- b. All eligibility criteria documents submitted will be self-attested by the bidder.

#### **5. Bid Security:**

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

- a. Demand Drafts drawn in favor of **BSNL COBA COLLECTION A/C** and payable at Chennai. Bid security will not carry any interest.
- b. Bank Guarantee (as prescribed format given in the Part –7(B)) from a scheduled bank drawn in favor of PGM CFA, Chennai Telephones, Chennai which should be valid for 2years 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. **(Registration of UAM (Udyog Aadhar memorandum) by ministry of MSME vendors on CPPP(Central Public Procurement Portal) is mandatory)**

#### **6. Due Date & Time of Submission of Tender bid:**

Last Date/ Time of submission of Bid Online: up to 11.00 hrs of 28.03.2023

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

#### **7. Online opening of Tender Bids: At 12.00 hrs of 29.03.2023**

**8. Venue 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, one authorized representative of each bidder (i.e. Supplier organization) can attend the TOE at the chamber of DGM SP-CFA, IV FLOOR, No.2, KUSHKUMAR Road, NUNGAMBAKKAM, CHENNAI-600 034 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

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

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

11. PGM (CFA), 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.

11.1 The bidder shall furnish a declaration under his/her 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://etenders.gov.in/e procure/app>).

11.2 In case of any correction / addition / alteration / omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

11.3 For further instructions regarding submission of bids online, the bidder shall visit the homepage of the portal (<https://etenders.gov.in/e procure/app>).

12. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the service and of the rates except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of service.

13. If there are varying or conflicting provisions made in any one document forming part of the contract, is accepted i.e. the accepting authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

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.

14. All computer generated documents should be duly attested / signed by the issuing organization. Digitally or Manually **Signed Tender document should only be uploaded.**



**Part- 2**  
**SCOPE OF WORK**

1. The E-tender is for "Repairing of 25A/50A/100A/200A capacity SMPS power plant modules of different makes (Amararaja, DACs, Delta, Eltek, Ericsson, Exicom, ITI, Lineage, Lucent etc.) and capacities, Stage I & II Surge Protectors, LVD Systems and Control Panels with Alarm Panels in all exchanges/sites (CFA) in BSNL Chennai Telephones, Chennai and adjoining areas under Kancheepuram, Chengalpet and Thiruvallur District". The tender is valid for Two years from the date of execution of agreement. The contract is further extendable for one year in terms of six months on mutual consent on the same rates, terms and conditions.

2. Approximate quantities of modules to be repaired are as under.

**Description of items:-**

SL NO	UNIT	Total Quantity
1	25 A Modules	143
2	50 A Modules	346
3	100 A Modules	681
4	200 A Modules	100
5	Control Panel & Alarm Panel	200
6	HVLVD	200
7	Surge	200

3. The warranty period for repair of modules, Surge Protectors, LVD Systems and control panels shall be 90 days from the date of handing over of repaired modules/control panels. If the module/Surge Protectors /LVD Systems/ control panel under this warranty period goes faulty, the contractor shall carry out repair of the module/ control panel free of charge within three days from the date of intimation of the defect. Other terms with regards to penalty shall remain same
4. The contractor shall collect the module from the concerned SDE/SDOT/JTO in charge within THREE days from the date of intimation under proper receipt to the concerned in charge. However under emergency condition the collection of modules to be done on the same day.
5. Rates quoted shall include all types of faults removing with using required materials i.e. the contract is for all repairs which includes replacement of any part of the same make if required.
6. The contractor will be held responsible for any damages caused to human or material during the execution of work.
7. No tools/materials/spares will be supplied by the BSNL

8. The contractor will responsible for any loss arising out of his negligence to any property or person affected and claims by third party
9. The Tenderer is advised to visit sites before quoting the rates for repair of SMPS
10. The success rate of repair should be 100%. In case it is observed that any module is beyond repair, in exceptional cases due to being extensively burnt etc., contractor will furnish full justification for not accepting the same for repair. However contractor shall not declare Repair Not Possible (RNP) of Modules more than 3% of the total accepted modules of each make throughout the tender period (Two Years)
11. Repaired modules will be tested by the concerned SDE/SDOT/JTO officer in charge within TWO days on receipt of repaired modules; if it is found O.K. then a certificate of this may be issued to the contractor. Otherwise same shall be returned to the contractor for necessary action
12. The components found to be of inferior quality and not being according to the specification will be rejected at the cost of contractor.
13. The material used by the contractor should be of standard make as per latest specification.

*Note:*

- a. The work description is only indicative and all the delivery of goods and / or services should meet the technical specifications of the tender document.*
- b. The quantities given may change as per the requirements of the purchaser as already mentioned in the relevant tender conditions.*

(End of Part-2)

## **Part-3(A)**

### **Tender Information**

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

The Technical Bid will be opened in the presence of the representatives of the bidders as per schedule in clause1 of NIT. 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.**

- 3. Bid Documents :**

In two envelopes system, the first envelope will be named as techno commercial and will contain documents of bidders satisfying the eligibility/Technical& commercial conditions and 2<sup>nd</sup> envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents

- Techno-Commercial envelope shall contain: As per clause 7 Part4(A).
- Financial Envelope shall contain: As per Price schedule (Part 12 )

- (a) Financial Envelope shall contain**

- Electronic Form-Financialbid with Price scheduleduly filled and signed.

**Note:** At the time of opening the bids, initially offline submitted envelopes (as mentioned at Clause 7 of Part-4(A)) 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 Part-4(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 9 of Part – 5(A).
- 5. Delivery Schedule:-** Actual Delivery schedule will be given as per the Work order. As per Clause 10 of Part – 5(A).
- 6. Consignee Details :** -Consignee for receipt of materials will be given in Work order.
- 7. Right to e-reverse :** BSNL shall have the right to e-reverse the price bid after opening of the financial bid in case the rate quoted by the lowest bidder found to be abnormally very low / high.

E-reverse auction available with the portal, if required will be conducted after the opening of the 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 is on the higher side (OR) otherwise as recommended by the TEC.**

This E-reverse auction option facility can be applied for the Price bid in case the rate quoted by the lowest bidder found to be abnormally very low / high.

8. 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 those costs, regardless of the conduct or outcome of the bidding process.

## Part -3(B)

### TECHNICAL SPECIFICATIONS

"Repairing of 25A/50A/100A/200A capacity SMPS power plant modules of different makes (Amararaja, DACs, Delta, Eltek, Ericsson, Exicom, ITI, Lineage, Lucent etc.) and capacities, Stage I & II Surge Protectors, LVD Systems and Control Panels with Alarm Panels in all exchanges/sites (CFA) in BSNL Chennai Telephones, Chennai and adjoining areas under Kancheepuram, Chengalpet and Thiruvallur District".

- (i) All the spares utilized for repairing SMPS modules / control panels should be new and free from all defects/ faults in materials, 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/ repaired and shall perform in full conformity with the specifications and drawings.
- (ii) The modules repaired / parts supplied should be guaranteed for proper functioning for **90 days** from the date of repair after installation and acceptance to the satisfaction of the purchaser. In case any defect is noticed within this period, the defective materials shall have to be repaired/ replaced by the Contractor immediately or in any case within three days from the date of written notice to this effect by the purchaser or any other person authorized on his/her behalf, at no additional cost to the purchaser.
- (iii) The modules / surge protectors / LVD Systems / Control Panels should be attended/ repaired on or before the **last date specified in the work order (within five working days from the date of release of work order)**. All the packing, transport, delivery and handling charges are at the contractor's cost.
- (iv) Power Plants have to be handled with extreme care and there should not be any damage to the power plants while carrying out repairing work.

Note:

- 1) The work description is only indicative and all the delivery of goods and/ or services should meet the technical specifications of the tender document.
- 2) The quantities given may change as per the requirements of the purchaser as already mentioned in the relevant tender conditions.

### **Guidelines for Effective Implementation and Coordination**

1. The contractor has to maintain all material details item-wise.
2. The contractor should send progress reports of the works being carried out by him in required proforma with monthly periodicity.
3. After the completion of work, the contractor shall make sincere efforts to make over the equipment to the purchaser as per the tender conditions at the earliest.

(End of Part - 3)

## Part-4(A)

### GENERAL INSTRUCTIONS TO BIDDERS

#### 1. DEFINITIONS

- a) "The Purchaser" means the PGM CFA, Bharat Sanchar Nigam Ltd (BSNL), Chennai Telephones, Chennai.
- b) "The Bidder" means the individual or firm who participates in this Tender and submits its bid.
- c) "The Contractor/Supplier" means the individual or firm carrying out the work under the contract.
- d) CFA means Consumer Fixed Access comprising all the equipment which are installed in the exchanges/sites to provide fixed line Voice & Data services.
- e) "The Work Order" means the order placed by the Purchaser on the Contractor by reference therein. The Work order shall be deemed as "Contract" appearing in the document, signed by the Purchaser including all attachments and appendices thereto and all documents incorporated.
- f) "The Contract Price" means the price payable to the successful tenderer(s) under the Work Order for the full and proper performance of its contractual obligations.
- g) "Services" means "Repair of 25A/50A/100A/200A SMPS Power Plant modules, LVD Systems, Surge Protectors and control panel & Alarm cards of Different Makes in all exchange/sites (CFA) in Chennai Telephones, Chennai and Kancheepuram, Chengalpet & Thiruvallur Districts"
- i) "Exchange/site-in-charge" means the SDE / JTO level officer nominated by the purchaser to supervise the work at exchange/site.
- j) "AGM-in-charge" means the Divisional Engineer/AGM level officer nominated by the purchaser for supervising the works.

#### **2. Bidder Eligibility:**

The bidder should have at least past two year experience certificate of satisfactory performance in similar services preferably with Government /Public Sector or reputed Private Ltd, Companies / Organizations/ Firms. A Local office is to be available in Chennai for the bidder.

Refer to Clause 4 Part-1(A) i.e. Detailed NIT

#### **3. FORMAT AND SIGNING OF BID**

3.1 The bidder shall submit his/her 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.

3.2 The bid shall contain no inter lineation, 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.

3.3 One original set of documents establishing Prime eligibility conditions, Technical bids and financial bids in separate covers as mentioned in clause-15 should be dropped in the Tender box available in the O/o DGM (SP-CFA), IV Floor, No. 2, KushkumarRoad, Nungambakkam, Chennai-600 034 before due date and time of opening Tender.

#### 4. BIDDOCUMENTS

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

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

#### 5. CLARIFICATIONOFBIDDOCUMENTS

5.1 A prospective bidder, requiring any clarification of the Bid Documents shall submit the queries through e-Tender Portal and also notify the purchaser in writing or 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 CPPP portal, as agenda, for all the prospective bidders who have downloaded the official copy of the tender documents from CPPP portal.

**Note: For Clarifications in the tendering procedure, a Pre-bid meeting is scheduled on 15.03.2023 @ 11:00hrs at the O/o DGM SP-CFA, 4<sup>th</sup> floor, No.2, KushKumar Rd, Nungambakkam, Chennai - 34.**

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

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

Sl No	Part	Clause	Brief Description of the Clause	Ref. Page No in Bid	Comments of the Bidder
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5.4 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.

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

5.6 **Post bid clarification:** No post bid clarification at the initiative of the bidder shall be entertained. However the BSNL at their own discretion may call for any clarification regarding the bid document within a stipulated time, if any after opening of technical bid. In case of non-compliance to such clarification, the bid shall be out rightly rejected without entertaining further correspondence in this regard.

**6. AMENDMENT OF BID DOCUMENTS:**

6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments. Amendments if any to the tender document will be notified in the above website then and there. It is the responsibility of the vendors who download the tender document to note these amendments and submit tender 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 CPPP Portal and original documents attested/authorized are to be submitted to DGM (SP-CFA), IV FLOOR, No.2, KUSHKUMAR RD, NUNGAMBAKKAM, CHENNAI-600 034, 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. Bidders to note that scanned copy of all the relevant documents as listed below are required to be uploaded on the CPPP Portal and original documents attested/authorized are to be submitted to DGM SP-CFA, IV FLOOR, No.2, KUSHKUMAR RD, NUNGAMBAKKAM, CHENNAI-600 034, offline in a sealed cover to be submitted in tender box before due date and time of opening Tender.

**No indication of the Prices in any form shall be made in the Technical Bid, which leads to rejection of Bid.**



**7a) TECHNO-COMMERCIAL BID**

- a. Techno-commercial envelope shall contain: - (ONLINE SUBMISSION)
- 1) Scanned copy of DD/Banker Cheque or Bank Guarantee (if opted for EMD)
  - 2) Scanned copy of Valid MSE Certificate/Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/EMD) are to be mandatorily uploaded by the bidder in their online Technical bid part(1st electronic Envelope i.e. Technical Envelope) on e-tender portal (cphp portal) failing which the tender bid shall be archived unopened/ rejected on e-tender portal at bid opening stage.
  - 3) Scanned copy of DD/Banker Cheque or Bank Guarantee (if opted for Tender Fee)
  - 4) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/EMD (wherever applicable)
  - 5) Certificate(s) showing fulfillment of the Eligibility Criteria(s) stated in Clause 4 of the Detailed NIT.
  - 6) Power of Attorney (POA) & authorization for executing the power of Attorney in accordance with Clause 14.3 of Section 4 Part A. (not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.
  - 7) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
  - 8) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
  - 9) Attestation of the signature of the authorized signatory, issuing POA, by Bank.
  - 10) Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
  - 11) Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-1.
  - 12) Letter of authorization for attending bid opening event as per Section -7 Part (C).
  - 13) No Near-Relationship Certificate duly filled & signed as per Section-6 Part B.
  - 14) Undertaking & declaration duly filled & signed as per Section-6 Part A
  - 15) Tender / Bid Form-Section 9 Part A.
  - 16) Valid PAN
  - 17) Valid registration under GST Act
  - 18) Valid EPF registration certificate in India
  - 19) Valid ESI registration certificate in India
  - 20) Checklist of the documents submitted as per PART 13 (CHECKLIST).
  - 21) GFR Declaration as per Annexure-1 and Annexure -2
  - 22) Local Content Declaration as per Annexure-4
  - 23) 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.
  - 24) Bid form (Part -9 )-completed and signed in accordance with Clause 8 of Part -4(A).
  - 25) A Clause-by-Clause Compliance to Technical specification & commercial conditions as per clause 11 of Part - 4(A)
  - 26) Latest Annual Report and /or a certificate for the total bid value from its bankers as an evidence that he has financial capability to perform the contract

- 27) Undertaking & Declaration duly filled and signed as per Part 6 (A)
- 28) No addition/deletion/modification. Self Declaration as per clause 11.1 of Part 1 (A) NIT
- 29) Undertaking for use of original components/parts as per clause 10.4 of this Part 4 (A).
- 30) Vendor Master Form as per Part 11.
- 31) A self-declaration from the bidder that he/she or the firm has not been terminated/ nullified or not blacklisted on any of the earlier tenders of BSNL/MTNL.
- 32) IT Return certificate for last two years.
- 33) All documents submitted should be self-attested by the bidder.
- 34) Self-declaration that the bidder is not blacklisted by GST authorities.

b. Tender Fee & EMD, if applicable, is required to be submitted by the bidder preferably through Online Payment mode as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document .In case of MSE (Micro & Small Enterprise) Bidder, valid MSE Certificate / Udyam Registration certificate, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee/EMD shall be required to be submitted.

However, scanned copies of the following documents (which ever applicable)

- 1) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee / EMD
- 2) DD/Banker Cheque or Bank Guarantee (if opted for EMD)
- 3) Valid MSE Certificate/Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/EMD) are to be mandatorily uploaded by the bidder in their online Technical bid part(1st electronic Envelope i.e. Technical Envelope) on e-tender portal failing which the tender bid shall be archived unopened/ rejected on e-tender portal at bid opening stage.

c. Originals of bank instruments such as DD or EMBG towards Tender Fee, EMD/Bid Security respectively (if not submitted through e-payment mode), shall be submitted by bidder on any date before or within 5days of bid submission end date failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope) shall be rejected.

During tender process, BSNL's tender inviting authority may require the bidder to produce original copy of any document such as Power of Attorney, Integrity pact, Bid Form, security agreement ect, submitted as scanned copy, in Technical bid part on e-tender portal (1st electronic Envelope), which the bidder will have to comply with. The following additional documents shall also be submitted.

**7 b) FINANCIAL BID:**

The Financial bid prepared by the bidder shall comprise the following components:

- a) The bidder should quote for all items mentioned in the price schedule of the Financial Bid, otherwise the bid shall be rejected.
- b) NO OTHER ENCLOSURES ARE ALLOWED WITH THE FINANCIAL BID.
- c) The Financial Bid shall contain the firm and final rates in clear and unambiguous terms without any error, overwriting or corrections.

- d) Financial Bids not adhering to the prescribed format are liable to be rejected summarily.
- e) Any erasures/overwriting or corrections in the rates quoted shall render the tender liable for rejection.

**f) Financial Bid of the technically eligible & responsive bidders only will be opened.**

- g) The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents . No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both Technical Bid and Financial Bid are found in the same envelope is liable to be rejected. All Columns should be furnished with relevant details and no column should be left blank.

**8. BID FORM**

The bidder shall complete the Bid form as per(Part - 9). Bid forms submitted in any other formats are not acceptable.

**9. BIDPRICES**

- 9.1 The bidder shall give the total composite price for SMPSPower Plant module repair service inclusive of all Levies & Taxes i.e. 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 servicing of SMPS units under the contract as per the price schedules given in Part 12 with same values.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner
  - (i) The Basic Unit price, GST, Total Unit price(all inclusive), Total Price by the supplier shall be quoted separately item wise.
  - (ii) The supplier shall quote as per price schedule given in Part 12 for all the items given in Scope of Work at Part 2.
- 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 purchaser for services will be inclusive of Levies and Taxes, packing, forwarding as mentioned in Clause 9.1 of part 4 (A) subject to other terms and condition as stipulated in Clause 22.2 of part 4 (A) and clause 9 of Part 5 (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.

**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 of part 4 (A) 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 proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 **A signed undertaking from Authorized signatory of the bidder that shall certify that all components/parts/assembly/ shall be original and reliable, new components/parts/assembly/ and that no refurbished/duplicate/second hand components/parts/assembly/ are being used or shall be used.**
- 10.5 Documentary proof of GST registration.

#### **11. Clause-by-clause compliance :**

A clause-by-clause compliance on the 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(Part 3 (A & B)) General (Commercial) Conditions and Special (commercial) Conditions (Part 5) shall not be considered.

#### **12.EMD/BIDSECURITY**

The bidder shall furnish as part of his/her bid, bid security for an amount as mentioned in clause 1 of NIT in the form of a Demand Draft (DD) or Bank Guarantee in favor of **BSNL COBA COLLECTION A/C** and payable at Chennai **valid for a period of 2 years days.**

- 12.1 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 12.8
- 12.2 The bid security shall be in the form of a Bank guarantee issued by a scheduled bank in favor of the Purchaser valid for 2 years from the date of tender opening.
- 12.3 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 vendor 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 Two Years from the date of issue of such order.
- 12.5 A bid not secured in accordance with Para 12.1 & 12.3 shall be rejected by the Purchaser

being non-responsive at the bid opening stage and returned to the bidder unopened.

- 12.6 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser in clause 13 of this part 4(A).
- 12.7 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily in accordance with clause 27 of this part 4(A) and furnishing the performance security.
- 12.8 The bid security may be forfeited:
- a. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
  - b. In the case of successful bidder, if the bidder fails :
    - i. To sign the contract in accordance with clause 28 of this part 4(A) or
    - ii. To furnish performance security in accordance with clause 27 of this part 4(A).
  - c. In both the above cases, i.e. 12.8 (a) & (b), the bidder as well as his collaborator shall not be eligible to participate in any of the future tender of BSNL, either directly or as a third party, for next three years from the date of issue of Advance Work Order. The decision of BSNL in this regard shall be final and binding on the bidder and is not challengeable.
- 12.9 The Bid Security /EMD will not bear any interest for any period whatsoever.

### **13. PERIOD OF VALIDITY OF BIDS**

- 13.1 Bid shall remain valid for 180 DAYS from the date of opening of the tender. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PURCHASER AS NON-RESPONSIVE.
- 13.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting the extension will not be permitted to modify his bid.

### **14. 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 state(s) and the same be attested by a Notary public or registered before Sub-Registrar of the state(s) concerned.
- (b) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body Corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favor of the said Attorney.
- (d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's /firm's bankers shall be furnished. Name, Designation, phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

### **15. SEALING AND MARKING OF BIDS:**

- 15.1 The bid should be submitted as per clause 3 of Part 3 of tender information.
- 15.2 The bid should be submitted online using Single stage bidding & Two Envelope methodology.
- 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 of this part 4(A) with bid security as per clause12 of this part 4(A).
  - The second envelope will be named as Financial bid containing price schedules as per Part9.
  - The cover of first envelope shall contain the "Original & copy" of techno-commercial bid duly marked as "TECHNO-COMMERCIAL BID".
  - 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.

15.3a.All the envelopes shall be addressed to the purchaser at the following address

**DGM (SP-CFA),  
IV FLOOR, No.2, KUSHKUMAR RD,  
NUNGAMBAKKAM, CHENNAI-600 034.**

- 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.
- 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' Tender may be sent by registered post or delivered in person on above-mentioned address (address is given in clause 15.3 (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 11.00 hours to DGM (SP-CFA), IV FLOOR, No.2, KUSHKUMAR RD, NUNGAMBAKKAM, CHENNAI-600 034. The purchaser shall not be responsible if the bids are delivered elsewhere.
- Venue of tender opening:**-Tender will be opened in the **O/o DGM (SP-CFA), IV FLOOR, No.2 KUSHKUMAR RD, NUNGAMBAKKAM, Chennai-34 at 11.30 hours on the due date.** If due to administrative reason the venue of the bid opening is changed, it will be displayed prominently on notice board.

15.4 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 Part1(A) i.e. NIT.
- 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 of Part 1(A) 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.

17.2 Bids in offline after closing time would not be accepted and the same in online would be rejected.

#### **18 . MODIFICATION ANDWITHDRAWAL 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 also and digitally authenticated as per clause 15.

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

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

19.1 The purchaser shall open bids in the presence of the authorized representatives of bidders on line who choose to attend, at time & date specified in Clause 7 of the Part 1(A) NIT 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 Part 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, the sealed financial bids will be handed over to DGM (SP-CFA), CHTD for retention. Thereafter the TEC will evaluate Techno-commercial bids and the report of TEC 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 POC in front of techno-commercially eligible bidders / representatives by sending them a suitable notice.

- 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 PRELIMINARY EVALUATION

Bids will be evaluated and L1 will be arrived based on the **Grand total cost of price schedule.**

Purchaseshall 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.

- 20.1 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 (g) of Price Schedule does not tally with its break up quoted in col (e) & (f) , 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 in col (g) and quantity in column (d) shall prevail and the total price shall be corrected by the Purchaser.
- 20.2 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.
- 20.3 Prior to the detailed evaluation, pursuant to Clause 22 of this Part 4(A), 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.
- 20.4 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.
- 20.5 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 EVALUATION

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at his 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. 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 his discretion may call for any clarification regarding the bid document within the stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.



## **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 20 of this Part 4(A).

22.2 Part bidding is not allowed. If the bidder fails to quote for any of the work, the bid will be rejected

(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.hof Price schedule in Part -12 of the Bid-document after arithmetical correction in the manner laid down in clause 20.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes(if any) applicable on the movement of Goods.

(b)

- i. "Duties, taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO.
- ii. Suppliers should furnish the correct HSN / SAC classification / Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
- iii. In case the Duties , Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage 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 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.
- (c) Bids will be Evaluated and L1 will be arrived based on the total cost of price schedule.

### 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 repairing SMPS Power Plants modules/Surge Protectors / LVD Systems/control panels on those eligible bidders whose offers have been found technically, commercially and financially acceptable and who are willing to accept the L-1 rates as finally approved by the Purchaser for placement of Work Orders after counter offers. The purchaser reserves right to make counter offers against the prices quoted by any bidder. The discretion of the purchaser in this regard is final.

24.2

(a) It may not be practicable to distribute the orders to all the bidders who meet the technical considerations and commercial conditions, as in some cases the quantity ordered on each successful tenderer will be too small to be viable, both for the bidder and BSNL. The distribution of orders therefore should normally be restricted to the limited number of bidders. In this tender the no. of bidders proposed to be selected are **3(Three)**.

(b) The quantity to L-1 and remaining bidders who accepts for the L-1 rates will generally be in accordance with DOT Memo No.3-6/93- MMT (Vol.IV) and is given below, in respect of

<b>Table 1(A) (Without Provisions for MSE Units)</b>	
No of Bidders	Distribution Quantity
3	L-1:50% L- 2 :30%& L-3 : 20%

large orders. The discretion of the Purchaser in this regard shall be final and binding.

<b>Table 1(B) (With provisions for MSE units)</b>						
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%
Three Bidders	37.5%	22.5%	15%	NIL	NIL	25%

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

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

Note 2: If no eligible MSE bidders are available then aforesaid earmarked 20% quantity shall be de-reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A) above.

Note 3: (i) 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 20% reserved quantity shall be distributed amongst such MSE bidders.

(ii) In the event of any of the eligible bidder(s) not agreeing to repair the modules/control panels/Surge protectors / LVD Systems or not being considered by BSNL for repairing the modules/control panels, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for repairing the modules/control panels to be placed remains same as specified in the tender.

24.3 In case if only one bidder out of all qualifies all the eligibility conditions and becomes successful, the Purchaser reserves the right to award 100% of the work to the successful bidder.

24.4 The rates of L-1 approved by the Purchaser shall be the rates at which Work Orders shall be placed by the Purchaser on the other bidder, as per the quantities mentioned above.

24.5 The contract awarded will be valid for a period of Two Years from the date of signing the agreement. The Purchaser has the absolute right to extend the contract with the mutual consent of bidder for a further period one year in term of six months by giving due notice to the bidder.

24.6 The successful bidders should communicate their established repair centre address within Chennai Telephones area to the purchaser.

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

- 25.1 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 NIT, without any change in the unit price or other terms and conditions at the time of award of contract.
- 25.2 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.
- 25.3 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add on quantity.

**26.PURCHASER'SRIGHTTOACCEPTANYBIDANDTOREJECTANYORALL BIDS**

- 26.1 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 a liability to the affected bidder or bidders on the grounds for the Purchaser's action.
- 26.2 The Purchaser reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the Purchaser.
- 26.3 BSNL shall not be bound to accept the lowest of any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of BSNL.

**27.ISSUE OF ADVANCE WORK ORDER**

- 27.1 The issue of Advance work order shall constitute the intention of the tenderer to enter into the contract with the bidder.

27.2 The bidder shall within 14 days of issue of the Advance Work Order, give his unconditional acceptance along with performance security of 3 % of the total bid value in conformity with Part XI provided with the bid documents. If the bidder fails to submit the unconditional acceptance and the performance security deposit within the said period as specified in the AWO, the AWO shall be automatically treated as cancelled.

## **28 SIGNING OF CONTRACT**

28.1 The issue of Work Order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security in pursuant to Clause 27.2 above, the tenderer shall discharge the bid security pursuant to clause 12 of this Part 4(A).

## **29. ANNULMENT OF AWARD**

29.1 Failure of the successful bidder to comply with the requirement of Clause 27.2 above shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

## **30. REJECTION OF BIDS**

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

(a) Clauses 12.1, 12.2 & 13.1 of Part 4 (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 Part 4 (A): If the eligibility conditions as per clause 2 of Part 4 (A) are not met and / or documents prescribed to establish the eligibility as per Clauses 7 & 10 of Part 4 (A) are not provided, the bids will be rejected without further evaluation.

(c) Clause 11 of Part 4 (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 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) Part -12 Price Schedule: If Prices are not filled in as prescribed in price schedule.

(f) Part -4 (A) clause 9.5 on discount which is reproduced below:

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

- 30.2 Before outright rejection of the Bid by Bid-opening team for noncompliance of any of the provisions mentioned in clause 31.1 (a), 31.1(b) of Part 4(A), the bidder company is given opportunity to explain their position, however if the person representing the bidder company is not satisfied with the decision of the Bid opening team, he / they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 30.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 30.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively.
- 30.5 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.
- If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.

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

In case of default by bidder(s)/vendor(s) such as

- A. Does not service the equipment in time
- B. Equipment does not perform satisfactorily in the field in accordance with the specification;
- C. or any other default whose complete list is enclosed in Appendix-1
- D. Purchaser will take action as specified in Appendix-1 of this Part.

### **32 NEAR-RELATIONSHIP CERTIFICATE**

- i. 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.

- ii. The company or firm or the person will also be debarred for further participation in the concerned unit.
- iii. 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).
- iv. The format of the certificate is given in Part - 6(B)

### 33. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document / paper/ certificate submitted by the participant bidder is found/ discovered to be false/ fabricated/ tampered/ 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 Part.

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 part -4 (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 preserve 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.**

(EndofPart - 4(A))

**PART – 4 (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 Part 4 (A) i.e. General instructions to bidders(GIB), the provisions herein shall prevail.
2. Date fixed for opening of bids is, if subsequently, declared as holiday by the Government of India, the revised schedule will be notified. However in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Bid submitted without EMD OR bids submitted without relevant certificate of exemption will be rejected.
4. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Purchaser.
5. Any clarification issued by the BSNL Chennai Telephones in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clause(s) of the bid documents.
6. The Purchaser reserves the right to counter offers price(s) against price(s) quoted by any bidder.
7. The purchaser reserves the right to reject a bid as non-responsive if the prices for all items are not quoted by the bidder in the price schedule.
8. It is not mandatory on the part of the purchaser to issue work order to successful bidder for all the items of the tender. The Purchaser reserves the right to issue work orders to only some of the items mentioned in the tender as per his convenience, depending on the requirement.
9. The Purchaser intends to limit the number of technically and commercially responsive bidders in this package from the list of such bidder arranged in increasing order of their evaluated price starting from the lowest for the purpose of ordering against this tender. The Purchaser reserves the right for the placement of orders of entire quantities on the bidder with the lowest quoted and evaluated prices.
10. The tender shall be evaluated on the basis of rate mentioned in the price schedule of Part 12 (FINANCIAL BID)
11. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
12. The successful bidder should engage adequate number of well skilled, technically qualified, active, motivated and dynamic personnel for carrying out works and complete within the targeted time frame.
13. Any current proceedings against the bidder by any unit of BSNL should be informed at the time of the bid. In case of any suppression of information/providing false declaration is known at a later date, the bid is liable to be rejected. Also, in case any penalty is imposed by any BSNL unit against the successful bidder the submission of the bid and end of the deliveries against the issued WO, BSNL reserves the right to cancel the WO placed forthwith and regulate the security deposit/PBG as per BSNL guidelines. BSNL will then be free to award the full/part of the requirements to any of the other willing bidders.

**(End of Part-4 (B))**



**PART -4 (C)**  
**E-TENDERING INSTRUCTIONS TO BIDDERS**

**Note :-**The instructions given below are CPPP's e-tender portal centric and for e-tenders invited by PGM CFA Chennai telecom District only.

**General**

**As BSNL has decided to use process of e-tendering for inviting this tender, the physical copy of the tender would not be sold. Submission of Bids only through online process is mandatory for this Tender.**

The Special Instructions (for E-Tendering) supplement 'Instruction to Bidders', is given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL Chennai Telecom District has decided to use the Portal (<https://etenders.gov.in/eprocure/app>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal. <https://etenders.gov.in/eprocure/app>

**Special Instructions:**

**1. Tender Bidding Methodology:**

E-Sealed Bid System – 'Single Stage – Using Two Envelopes',

Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

**1. Broad outline of activities from Bidders prospective:**

1. Procure a Digital Signing Certificate (DSC)
2. Register on Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP.
  1. Attend Public Online Tender Opening Event (TOE) on CPPP Opening of Techno-commercial Part
  2. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL's Post-TOE queries
  3. Attend Public Online Tender Opening Event (TOE) on CPPP Opening of Financial-Part (Only for Technical Responsive Bidders)
  4. Participate in e-Reverse Auction on CPPP, wherever applicable
  5. Please take care to scan documents that total size of documents, to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
6. Utmost care may be taken to name the file/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

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

7. It is advised that all the documents to be submitted (See Clause 5 & 6 of Part (4) Section C) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (BOQ) as per Section-9 Part-B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked

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

**Note 1: The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only**

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

### 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 III, 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 Central Public Procurement Portal (<https://etenders.gov.in/e procure/app>) Vendor need to register on the portal. The vendor should visit the home-page of the CPPP portal (<https://etenders.gov.in/e procure/app>) and go to the e-procure link then select Bidders Manual Kit. Intending bidders are requested to register themselves with CPPP through <https://etenders.gov.in/e procure/app> for obtaining user-id, Digital Signature etc., Tender processing fee payment (if applicable) should be done during requisition of tender online.

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

Note: After successful submission of Registration details and Vendor registration fee and processing fee (as applicable) please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

CPPP Helpdesk	
Telephone/Mobile Nos.	0120-4001002,0120-4001005, 0120-4200462, 0120-6277 787
E-mail ID	cphp-nic@nic.in [Please mark CC: <a href="mailto:support-nic@ncode.in">support-nic@ncode.in</a> ]
As a first step kindly refer the User Manual. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002. A mail can be sent to <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a> and <a href="mailto:cphp-nic@nic.in">cphp-nic@nic.in</a> For all technical issues. A mail can be sent to <a href="mailto:cphp-doe@nic.in">cphp-doe@nic.in</a> for any policy / domain issues. If some problem is faced during publishing of Tender / Corrigendum / AOC, users may kindly send a mail to <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a> along with the screen shot of the page.	

#### BSNL CONTACT

BSNL's Contact Person-1, DGM (SP-CFA)

Telephone no. 044-28255511 [between 10:00 hrs. to 17:30 hrs. on working days]

BSNL's Contact Person-2, AGM (SP), E-mail [agmsp2016@gmail.com](mailto:agmsp2016@gmail.com)

Telephone no. 044-28240404 & Mob No: 9444944900 [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 <https://etenders.gov.in/eprocure/app>. Broad outline of submissions are as follows:

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

#### 6. OFFLINE SUBMISSIONS:

The bidder is requested to submit the following documents through offline method (i.e. Technical bids and Financial bids in separate covers) so as to reach

O/o DGM(SP-CFA),

IV FLOOR, No.2, KUSHKUMAR RD, NUNGAMBAKKAM, CHENNAI- 600 034.

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 the tender number and the words 'DO NOT OPEN BEFORE' (due date & time). Ensure that the Technical bids consists of

1. EMD-Bid Security(In Original).
2. DD/ Bankers cheque of Rs. Rs.1180/- (Rupees One Thousand And one hundred and eighty only)/- drawn in favour of "BSNL COBA COLLECTION A/C" PAYABLE AT CHENNAI against payment of tender fee.
3. Power of attorney in accordance with Clause 14 Part-4 (A)
4. Valid MSME certificate if applicable

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

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

- i) Download price schedule / BOQ part
- ii) Fill rates in down loaded price schedule / BOQ
- iii) Save filled copy of downloaded price schedule / BOQ file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
- iv) Download price schedule / BOQ in **Excel format**. Fill up required information and save in your computer for uploading it while submitting the bid

#### **7. Special Note on Security of Bids**

Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.

#### **8. Public Online Tender Opening Event (TOE)**

CPPP 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) dully 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 CPPP.

**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 online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is

brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

### E-Reverse Auction

E-Reverse Auction would be conducted on unit/total package/net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial Part if required

The following would be parameters for e-Reverse Auction

Sl	Parameter	Value
1.	Date and Time of reverse Auction bidding event	Will be intimated to Technically Responsive bidders after the opening of financial part
2.	Duration of Reverse –Auction bidding event	.....(typically 1 to 2) hours.
3	Automatic extension of the Reverse – Auction Closing Time, if last bid received is within a pre-defined Time Duration before the Reverse Auction closing Time	Yes
3.1	Pre defined Time Duration	.....xx Minutes (typically 05 minutes)
3.2	Time Duration of Automatic extension	.....yy Minutes (Typically 10 minutes)
3.3	Maximum number of Auto Extensions	.....nn Automatic Extensions (Typically 04 to 06 extensions)
4	Criteria of bid acceptance	Beat on starting last quoted price as well as Beat on Rank-1 Bid Value
5	Entity start price	Unit/total package/net cost to BSNL .
6	Minimum bid decrement	.....(Value in currency)
7	Display of Pseudo identity of bidders during bidding period	To all Bidders, as well as BSNL's officers
8	Display of Bidder's own current Rank	Yes

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

### Other Instructions

For further instructions, the vendor should visit the home-page of the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal. The help information provided through 'CPPP User-Guidance Center' is available in three categories –Users intending to Register / First-Time

Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP
3. Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP (BSNL shall not be responsible any problem arising out of internet connectivity issues).

**Important Note:**

1.The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

For further instructions, the vendor should visit the home -page of the portal (<https://www.eprocure.gov.in>)

**9 Minimum Requirements at Bidders end**

Computer System with good configuration ( 1 GB RAM, OS Windows 7 or higher version) ,Broadband connectivity. Microsoft Internet Explorer 8.0 /Mozilla Fire Fox ,Digital Certificate(s) and latest version of Java installed

**10. OTHER INSTRUCTIONS:**

**Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>

#### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his/her Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

#### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.



- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**11.MINIMUM REQUIREMENTS AT BIDDERS END**

- Computer System with good configuration (Min PIV, 1GB RAM, Win7 OS)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

**12.VENDORS TRAINING PROGRAM**

Vendors may contact the CPPP Helpdesk personnel given in clause 4 of Part (4) Section C, for any type of training/help, which they may require while uploading the bids.

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END OF PART- 4(C)

(End of Part - IV)

**PART - 5**

**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

**1. APPLICATION**

The General Conditions shall apply in contracts made by the Purchaser for the services

**2. STANDARDS**

The services under this contract shall conform to the standards prescribed in the Technical Specifications.

**3. DELIVERY AND COMPLETION**

3.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract, and the materials shall remain at the risk of the Contractor until entire work has been successfully completed and made over to BSNL. Any loss/ malfunctioning due to mishandling, theft, damage etc. during the execution of the work shall be made good by the contractor, failing which the equivalent cost of loss/damage will be recovered from the bills payable.

**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 3% of the value of advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

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

4.3. The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the format provided in 'Part 7(B)' of this Bid Document.

4.4. The performance bank guarantee shall be for a period beyond six months of contract period and shall be renewed if contract period is renewed.

4.5. 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. In case the successful bidder(s) cannot satisfactorily execute the works awarded to him under the contract and also cannot rectify the defects raised by the Exchange/site-in-Charge of BSNL within a period of one month from the date of communication of the problem(s), the performance security stands forfeited and no further order will be placed on the bidder.

## 6 PRICES

6.1 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 6.2 mentioned below.

6.2 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.

6.2 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.

## 7. SUBCONTRACTS

Sub-contracting under this tender is "not permissible".

## 8. Work order and CHANGES IN WORK ORDER

8.1 The work order will be issued by the AGM/DE in-charge for all the components or partial components as per the price schedule for one or more sites. On receipt of the workorder the bidder has to collect the faulty SMPS modules/cards/Surge protectors / LVD Systems from the respective SDE incharge as specified in the work order. The repaired modules shall be returned back to the respective SDE incharge within the duration of schedule as mentioned in timeschedule in 10.2. Also the vendor has to extend his support if need arises at a particular Exchange/site. The SL. No. of the SMPS modules/cards/Surge Protectors/LVD Systems should be mentioned in the workorder.

A unique SL.No. with divisional identity should be assigned to each SMPS module/cards/Surge Protectors/LVD Systems given in the workorder for repair. This unique SL.No with divisional identity written on a good quality sticker should be affixed on the SMPS modules/cards sent for repair. The same should be entered in a register.

While returning these SMPS modules/cards/Surge Protectors/LVD Systems by the vendor, the date of return should be entered in the sticker as well as in the field register.

8.2 The Purchaser may, at any time, by a written order given to the Contractor, make change within the general scope of the contract.

8.3 There will not be any increase or decrease in price or the time required for the execution because of the above changes.

Note: . The packing forwarding freight or any other charges are to be borne by the bidder.

**9. PAYMENT TERMS:**

The Payment shall be made in Indian Rupees Only. The mode of payment is as follows:

- 9.1 All the payment will be made through Real Time Gross Settlement (RTGS).The purchaser has to submit necessary letter mentioning the A/c No., Name of Branch, MICR Code No., Internet Finance Security Code (IFSC) etc.
- 9.2 The Contractor may submit separate bills for one or more modules after completion of works as mentioned in the Work Order and after installation and after clearly demonstrating all the functional tests of the equipment.
- 9.3 The payment shall be made for the bills submitted by the Contractor(s) on successful completion of services executed against the Work Orders issued to them. The following documents shall be submitted for claiming the payment:
  - a) Bill in triplicate with details of the site name, services executed under the Work Order number and date.
  - b) Copy of the work order against which the bill(s) is/are raised.
  - c) Work Completion Certificate with date of completion from the Exchange/site- in-Charge of BSNL to the effect that the work has been carried out satisfactorily as per clause 8.1 above.
  - d) The bills /invoices should bear the Unique ID of SMPS module/cards/Surge Protectors/LVD Systems as mentioned in the workorder.
  - e) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST Compliances.
  - f) The cancellation of GST registration during the contract period will affect the processing of invoices. All successful bidders may ensure that the GST registration is not cancelled during the contract period for the smooth processing of invoices
  - g) All statutory taxes and levies as applicable shall be deducted at source before payment.
  - h) No advance payment will made & no deviation on these may be acceptable
  - i) Recovery of sum due: Whenever any claim for the payment of a sum of money has arisen out of or under this contract against the contractor, the BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposited by the contractor, if a security is taken from the contractor then the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with Chennai Telephones. The contractor shall pay to the BSNL on demand the remaining balance due.
  - j) No claim after one year of work execution will be entertained for payments.

**Note :-**

- (a) 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.

- (b) 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
- (c) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- (d) 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.
- (e) 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.
- (f) 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 bidder/contractor/vendor.
- (g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

#### 10. SCHEDULED DATE OF DELIVERY / DELAYS IN THE TENDERER'S PERFORMANCE

10.1 Delivery of the services and performance of services shall be made by the contractor in accordance with the time schedule specified by the Purchaser in its tender conditions. In case the work is not completed within the stipulated delivery period, the Purchaser reserves the right either to short close/cancel the Work Order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the contractor and Purchaser reserves the right to get the balance unsupplied item/ incomplete portion of the work , at the risk and cost of the defaulting vendors.

10.2 Delivery of the services shall be made by the supplier in accordance with the following time schedule:

##### TIME SCHEDULE

Sl. No	Work Item	Time Limit to Start the work	Duration forCompletion
1	Repair of 25A/50A/100A/200A SMPS modules, Surge Protectors, LVD Systems and Control Panel & Alarm Cards of different makes in all exchanges/sites(CFA) in CHTD of Chennai and Rural areas Kancheepuram, Chengalpattu and Tiruvallur Dist.	Within One day from the Date of Issue of Work Order	Within 5 workingdays from the Date of Issue of Work Order

**Duration for completion of the work includes the transportation of the SMPS power plant modules/Surge Protectors/LVD Systems.**

- 10.3 The Contractor should ensure that the Power Plants modules are properly handled till they are handed over to the concerned SDE in-charge.
- 10.4 Duration for completion of work for a work item of unit quantity or of any quantity more than one for an exchange/site will remain the same as allowed for unit quantity.
- 10.5 Therefore, the contractor is supposed to put sufficient teams on an exchange/site for carrying out different works in parallel in view of the above clauses.
- 10.6 Delay by the contractor in the performance of its service obligations shall render the contractor liable to any or all of the following sanctions:
- (a) Forfeiture of its performance security
  - (b) Imposition of liquidated damages
  - (c) Termination of the contract for default

## 11. LIQUIDATED DAMAGES

In case the contractor fails to repair the SMPS modules/Surge Protectors/LVD Systems and control panel within five working days from the date of issue of work order as stipulated in clause (ii) and (iii) of Part 3 (B), the contractor shall be liable to pay Liquidated Damage (LD) charges

- 11.1 The date of delivery of the services stipulated in the acceptance of tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries made after expiry of the contract period, without prior concurrence of the Purchaser, and be accepted by the consignee, such deliveries will not deprive the Purchaser of his right to recover liquidated damages under clause 11.2 below.
- 11.2. In case the contractor does not start work even after the expiry of the period given in the table as per clause 10.2 of Part – 5(A), any other contractor or any outside agency would be engaged to complete the work, and charge the expenditure incurred in completion of the said work on to the original contractor due to the original delay.
- 11.3. (i) Should the contractor fail to complete the services or any consignment in all respects within the period prescribed for delivery under clause 10.2 of Part – 5(A), the contractor, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum of Rs.25/- per day for extent of 15 days and a sum of Rs.50/- per day for another extent of 15 days. On the 31<sup>st</sup> day if the service is not completed, the purchaser is entitled to recover the cost of the module from the pending bills/PBG.
- (ii) 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 preferable to arbitration.

- 11.4 In case, a SMPS module/Surge Protector/LVD System or control panel is damaged by the contractor, a new module /Surge Protector/LVD System/ control panel shall be replaced by the contractor free of cost else a compensation equivalent to the current cost of module /Surge Protector/LVD System/ control panel shall be payable by the contractor.
- 11.5 REPAIR NOT POSSIBLE(RNP): The contractor shall intimate the Purchaser about the modules / Surge Protectors/LVD Systems/control panels found RNP within 24 hours of receipt of faulty module/control panel by returning it and in no case RNP shall exceed 3% of the total module/Surge Protector/LVD System/control panel received by the contractor. However SMPS module/Surge Protector/LVD System/ control panel found heavily burned,card missing, track burned, microprocessor corrupted etc., do not fall in the category of repairable modules and in general will not be accepted by the contractor. If RNP declared by contractor is above 3% then contractor will replace such modules/Surge Protectors/LVD Systems/control panel by new one for each module / control panel/Surge Protectors/LVD System exceeding 3% limit as mentioned above.

## **12. CONTRACTOR CONDITIONS**

- 12.1. The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such constructions, be construed and taken to mean the works by the contract to be executed, whether temporary or permanent and whether original, altered, substituted or added.
- 12.2. The person(s) whose tender is accepted hereinafter called the contractor(s), shall within fourteen days of the receipt by him/them of the notification of the acceptance of his/her/their tender, enter into agreement and pay the performance security as mentioned in clause 4 of this Part for the due fulfillment of his/their contract.
- 12.3. All compensation or other sums of money payable by the Contractor(s) to BSNL under the terms of his/her/their contract may be deducted from or paid by the sale of a sufficient part of his/her/their security deposit or from any sums which may be due or may become due to the contractors by BSNL on any account whatsoever, and in the event of his/her/their security deposit being reduced by reason of any such deduction or sale of aforesaid, the Contractor(s) shall within fifteen days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by the sale of his/her/their security or any part thereof.
- 12.4. The Contractor(s) is/are to set out executing the whole of the works in conjunction with an Officer to be deputed by the Purchaser and during the progress of the works to amend on the requisition of the Purchaser, any error which may arise therein and provide all the necessary labour and materials for so doing. The Contractor(s) is/are to provide all plant, labour and materials which may be necessary and requisite for the works. All the materials and the workmanship are to be best of their respective kinds. The Contractor(s) is/are to leave the work spot/site in all respects neat, clean and perfect at the

completion thereof. Site wise detailed accounting for the stores handed over to BSNL by the contractor and the balance stores available should be provided by the contractor within 7 days of completion of the work at each site.

All the materials after the completion of work, shall be made over to the Purchaser or handed over to their designated representatives in good condition along with handing over of the site to BSNL, failing which the Contractor(s) shall be liable for recovery of cost of the balance material at penal rates.

12.5 All works in the course of execution or executed in pursuance of the contract shall at all times be open for inspection and supervision by the Purchaser or its nominees. The Contractor(s) shall at all times during the usual working hours and at all other times of which notice of the intention of the Purchaser or its nominees to inspect the works, shall have been given to the agent of the Contractor(s) shall be considered to have the same force as if they had been given to the contractor(s) himself/ themselves. The Purchaser may instruct the contractor(s) to dismiss any person in the contractor's employee upon the works who may be incompetent or who may misconduct himself and the Contractor(s) shall forthwith comply with such instructions.

12.6 From the commencement of work, till the completion of the same, materials are to be under the Contractor(s) charge. The Contractor(s) shall remain responsible for the safety and security of same and for the proper execution of the work according to specifications and directions of the Purchaser. In the event of loss or damage to BSNL property, it is the responsibility of the contractor to make good the losses at no cost to BSNL. On the Contractor's failure to comply, the Purchaser shall have the right to deduct the amount of damages assessed from any sum, including the security deposit, which may be due or become due to the contractor(s) by BSNL whatsoever.

The Contractor(s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the said tools and accessories and other materials by fire or other cause and to hold the Purchaser harmless from any claims or injuries to person or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor(s) or anyone of his/their employees during the execution of the work.

12.7. If the Contractor(s) or his/their employees or servants shall break, deface, injure, destroy or cause any damage to any portion of the premises in which they may be working or any building, road, road curves, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated land, contiguous to the premises on which they work, or part of its being executed the contractor(s) shall make good the same at his/their own expenses or in default, the Purchaser may cause the same to be made good by other workmen and deduct the



expenses (of which the decision of the Purchaser shall be final) from any sums that may be then or at any time thereafter may become due to the contractor(s) by BSNL under the Contract or otherwise or from his/their security deposits or to the proceeds thereof or of a sufficient portion thereof.

12.8. The Purchaser reserves the right to recover departmental claims arising under this contract from the amounts due to the contractor(s) on this work or under any other contract.

12.9. In the event of non-responsiveness from the contractor, the Purchaser reserves the right to get the unexecuted part of the work done by any other agency at any rate (even if higher than the tendered rate) and recover the expenditure incurred from the bills payable to the original contractor or the security deposit. The Purchaser shall not make any payment to the original contractor for any unfinished work and he is liable for penalties as given under Clause 11 of Part – 5(A).

12.10. COMPLETION CERTIFICATE.

- (a) Within a week of the completion of all the works for a site as per the work order, the contractor shall give a notice of such completion to the Purchaser or its designated DE/ AGM-in-Charge and within 1 week of the receipt of such notice, the SDE-In-Charge/ Site - in-charge shall inspect the work and if all contractual obligations are satisfied, issues a completion certificate for the work(s) done at the site.
- (b) The completion certificate shall be issued only under the following conditions:
  - (i) Successful completion of all the works carried out.
  - (ii) The contractor(s) should remove from the site rubbish, waste material and should clean off the dirt due to the work executed or of which he may have had possession for the purpose of the execution thereof.

### 13. SAFETY CODE

13.1 All necessary personal safety equipment as considered adequate by the purchaser or its nominee should be kept available for the use of persons employed on the site and maintained in condition suitable for immediate use, and the contractor(s) should take adequate steps of ensuring proper use of equipment by those concerned.

- a) The Contractor(s) shall not employ persons below the age of 18 years and females for all the works involving risk.
- b) Notwithstanding the above clauses from there is nothing in these to exempt the Contractor(s) from the operations of any other Act or Rules in force in the Republic of India.

#### **14. LABOUR CONDITIONS**

- 14.1. Successful bidder should have registered themselves with the concerned appropriate authorities/ Assistant Labor Commissioner (central) as per contract labour (regulation and abolition) Act (Central) 1972 and Contract Labour Rules (Central) 1971 as applicable and submit the copy of the license along with the bid.
- 14.3. The contractor will be assigned work anywhere under the jurisdiction of Chennai Telephones and should be able to deploy sufficient man power to any place in the state for carrying out the works.
- 14.4. The exchange/site-in-charge designated by the Purchaser may request the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employ upon the work who may be incompetent or exhibit misconduct and the contractor shall forthwith comply with such requirements.
- 14.5. Engaging child labour (below the age of 18) is strictly prohibited.

#### **14.6. INSURANCE:**

Without limiting any of his/their obligations or liabilities, the Contractor(s) shall, at his/ their own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, and materials etc., brought to the site and for all the workers during the execution of work. The Contractor(s) shall also take out workmen's compensation insurance as required by Law and undertake to indemnify and keep indemnified BSNL from and against all manner of claims, demands, losses, damages, costs (including the cost between attorney and client) and charges and expenses that may arise in regard to the same or that the Government may suffer or incur with respect to and/or incidental to the same. The Contractor(s) shall have to furnish originals and/or attested copies when called upon by the Purchaser or its nominee of all the insurance policies taken as aforesaid, within 15 days of being called upon to do so together with all premium receipts and other papers related thereto which the Purchaser may require. In no case, the work should be commenced without taking the necessary insurance policies as aforesaid.

- 14.7. In case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor(s) to the Purchaser.
- 14.8. The successful bidder shall have to execute a Bond indemnifying the BSNL from all statutory / legal liabilities towards all the personnel either employed itself or in the rolls of its sub-vendors, who have been deployed for execution of various works against this project, that may arise due to various labour and other laws as specified by Central / State Government from time to time. Further the engagement and employment of any personnel and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the bidder and any breach of such laws and regulations is the sole responsibility of the bidder and any breach of such laws or regulation shall be deemed to be breach of this contract.

**15. WORK CONDITIONS**

- 15.1. Adequate number of workers shall be employed by the contractor to ensure timely completion of entrusted works and to avoid damage to the telecom materials at site.
- 15.2. The failure of instructions of the Purchaser or any other officer authorized by the Purchaser to bring any defects to the notice of the contractor(s) does not relieve the latter of his/her/their obligations to secure the quality of work and rate of progress required by the contract. Any loss to the contractor due to the stoppage of work for reasons given above has to borne by him/her/ them and any damage to the work shall be made good to the Purchaser.
- 15.5. The Contractor(s) shall not cause any injury or damage to the Public or private properties or persons while executing the work.
- 15.6. The Contractor(s) should not tamper with or damage any structure in the camp.
- 15.7. The successful bidder shall ensure that any works carried out by them under this project should not become a safety hazard and is not in contravention of any statute, rule or regulation and public policy.

**16. PURCHASER'S RIGHT TO VARY THE QUANTITY AFTER FINALISATION OF CONTRACT**

As per clause 25 of Part – 4 (A) .

**17. CLARIFICATIONS**

The BSNL reserves the right to issue any clarifications on or before the last date prescribed for submission of tenders. Such clarifications will be part of this tender document.

**18. FORCE MAJEURE**

18.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, 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 such claim for damages against the 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 event may 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, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at this option terminate the contract.

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

#### **19. TERMINATION FOR DEFAULT**

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

- a. If the contractor fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension there have granted by the Purchaser.
- b. If the contractor fails to perform any other obligation(s) under the Contract; and
- c. If the contractor, in either of the above circumstance, (s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

19.2 In the event of the Purchaser terminating the contract in whole or in part, pursuant to Para 8.1 the Purchaser may proceed, upon such terms and insuch manner as it deems appropriate, goods similar to those undelivered and the installer shall be liable to the Purchaser for any excess cost for such similar goods. However, the contractor(s) shall continue performance of the contract to the extent not terminated.

#### **20. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving notice to the contractor, without compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent, as declared by the competent court provided, that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

#### **21. ARBITRATION**

21.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement the same shall be referred to sole arbitration of the Chief General Manager, Chennai Telephones or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of

the Chief General Manager, Chennai Telephones or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Chief General Manager or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

21.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

21.3 The venue of the arbitration proceeding shall be the Office or such other places as the arbitrator may decide.

## **22. SET OFF**

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

## **23. LEGAL JURISDICTION**

It is also a condition of this contract that the Court that has territorial jurisdiction upon the place (Chennai) from which the acceptance of Tender is issued shall have absolute jurisdiction for adjudicating any differences or disputes arising out of this Contract.

## **24. FALL CLAUSE**

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 6 of Part – 5(A). 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. 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.

24.2 (a) The vendor while applying for extension of time for delivery of services, if any, shall have to provide an undertaking as "We have not reduced the rates, and/or offered the same or similar 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."

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

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

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

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

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

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

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or

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

25.5 The beneficial owner for the purpose of 30.4 above will be as under:

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

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

25.5.4. Where no natural person is identified under 25.5.1 or 25.5.2 or 25.5.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

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

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

25.9 Bidders not having a land border with India are to submit Annexure — 1. Firms which do not submit Annexure — 1 will be considered as non-responsive and could be summarily rejected.

25.10 Bidders having a land border with India are to submit Annexure — 2. Firms which do not submit Annexure —2 will be considered as non-responsive and could be summarily rejected.



**PART – 6  
UNDERTAKING & DECLARATION**

**PART – 6(A)**

**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

**PART – 6(B)**  
**NEAR-RELATIONSHIP CERTIFICATE**

Tender No:

Due to open on :

To

DGM SP-CFA,  
Chennai Telephones,  
IV Floor, No.2 Kush Kumar Rd,  
Nungambakkam,Chennai-600 034.

Dear Sir,

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

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

Signature:.....

(Name in Block Letters of the SIGNATORY)

In the Capacity of

**Note:**

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

**PART –7(A)  
PROFORMAS**

**SUB : BID SECURITY/EMD GUARANTEE  
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 PGM CFA, CHTD (Hereafter referred to as BSNL) for participation in  
the tender for work of \_\_\_\_\_ 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 t  
the said bidder(s) or by any such matter or thing whatsoever which under the law relating to  
sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained:  
(a) The liability of the Bank under this guarantee is restricted to the “BG Amount” and it will

remain in force up to its Validity date specified above.

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

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's cheque in favour of "BSNL COBA COLLECTION A/C,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:

**PART –7(B)**

**Sub : PERFORMANCE GUARANTEE**

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

Whereas R/o  
(Hereafter referred to as BSNL) has issued an APO No:                      dated    /    /22 awarding the work/ofto  
M/s                      R/o                      (hereafter referred to as Bidder”) and BSNL has asked him to submit the  
performance Guarantee in favour of PGM CFA, CHTD, Chennai of Rs.    /- (hereafter referred as “BG  
Amount”) valid up to    24 months (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 "BSNL COBA COLLECTION A/C, 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:

**PART –7(C)**

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING EVENT.**

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. .... have submitted our bid for the tender no. .... in respect of ..... (Item of work) which is due to open on ..... (Date) in the Meeting Room, O/o ..... We hereby authorize Mr. / Ms. ....&Mr. /Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

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

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

Note

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

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

**PART –7(D)****PROFORMA FORCLAUSE-BY-CLAUSE COMPLIANCE**

CLAUSE BY CLAUSE COMPLIANCE OF COMMERCIAL CONDITIONS (Part- 5 )SPECIAL  
CONDITIONS OF CONTRACT {Part – 4(B)} AND TECHNICAL SPECIFICATION AND  
GUIDELINES {Part –3( B)}

**PART – 5 COMMERCIAL CONDITIONS OF CONTRACT**

Clause	Clause name	Acceptance and Compliance
1	Application	
2	Standards	
3	Delivery and documents	
4	Performance security	
5	Warranty (NA)	-
6	Prices	
7	Sub Contracts	
8	Workorder and changes in work order	
9	Payment terms	
10	Scheduled date of delivery/delays in the installer's performance	
11	Liquidated damages	
12	Contract conditions	
13	Safety Code	
14	Labour conditions	
15	Work conditions	
16	Purchaser right to vary...	
17	Clarifications	
18	Force Majeure	
19	Termination for default	
20	Termination for insolvency	
21	Arbitration	
22	Set off	
23	Legal Jurisdiction	
24	Fall Clause	



Part -4(B) - SPECIAL CONDITIONS OF CONTRACT

Clause No.	Acceptance and compliance
01	
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	

Part – 3(B) - TECHNICAL SPECIFICATIONS AND GUIDELINES

(The contractor to refer to all clauses mentioned against the Work Item Nos)

Work Item No	Acceptance and compliance
1	
2	
3	
4	

**PART –7(E)**  
**PROFORMA FOR AGREEMENT**  
**AGREEMENT**



The successful tenderer shall have to execute the following agreement; [To be submitted on Non-Judicial Stamped Paper of Rs 100/-]

This agreement made on this \_\_\_\_\_ day of (month) \_\_\_\_\_ (Year) \_\_\_\_\_ between M/s \_\_\_\_\_ herein after called "The Contractor" ( Which expression shall unless excluded by or repugnant to the context , include its successors , heir, executors , administrative representative and assignee) of the one part & BSNL Chennai Telephones hereinafter referred to as the Government , of other part.

Whereas the contractor has offered to enter into contract with the said BSNL Chennai Telephones for the execution of Servicing of Power Plants in Chennai Telephones License area and adjoining areas under Kancheepuram and Thiruvallur districts in PGM(CFA), vide TENDER NO: DGM (SP-CFA)/TENDER/SMPS POWER PLANT REPAIR/2022-23/7 dated 07-03.2023

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 Contractor 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, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, "Servicing of Power Plants" as described in tender documents. (annexed to the agreement), when the Department or the PGM CFA in that behalf require. It is understood by the contractor that the quantity of work 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, work orders as may be found requisite to be given during execution of the work 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 contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders and /or as per the tender conditions.
- 4) The contractor 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 contractor shall abide by the terms and conditions , rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the

contractor and the Government having bearing on execution of work and payments of work to be done under the contract.

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

Signature of the Contractor

(Name of the contractor signing the Document)

PP Modules Repair Tender

Above  
1  
2

**PART – 8**

**BIDDER'S PROFILE & QUESTIONNAIRE.**

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

**A) Tenderers Profile**

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

2. Present Correspondence Address

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

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

FAX No. ....

3. Address of place of Works/

Manufacture .....

.....

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

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

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

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

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

.....  
.....

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

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

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

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

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

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

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

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

.....  
.....

**B) Questionnaire**

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

1.1 If Yes, Give details

.....  
.....

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

2.1 If Yes, Give details

.....  
.....

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

Name of the tendered Item

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

4. Suggestion for improvement of the tender document.

.....  
.....

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

**PART-9**  
**BID FORM**

To

From

.....

.....

<complete address of the purchaser>

<complete address of the Bidder>

.....

.....

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

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

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated ..... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 3% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Part-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 ..... 22...

Signature : \_\_\_\_\_

Witness

Name : \_\_\_\_\_

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

In the capacity of \_\_\_\_\_

Address : \_\_\_\_\_

Duly authorized to sign the bid for  
and on behalf of

\_\_\_\_\_

**PART -10**  
**MANDATE FORM**  
**E Payment of supplier's 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 (Sealed 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)



# 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\* :

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 :



**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

**PART- 12**  
**PRICE SCHEDULE / FINANCIAL BID**  
**CHENNAITELEPHONES**

**Sample Item Rate BoQ**

Validate

Print

Help

Tender Inviting Authority: PGM CFA Chennai Telephones

Name of Work: Repair of SMPS power modules 25A/50A/100A/200A, Surge Protectors/LVD Systems and control cards &amp; alarm cards

Contract No: DGM(SP-CFA)/TENDER/SMPS POWER PLANT REPAIR/2022-23/ dated07-03-2023

Name of the Bidder/  
Bidding Firm /  
Company :**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

Bids will be Evaluated and L1 will be arrived based on the total cost of price schedule.

1. The rates quoted include

- a) Transportation charges of materials/ stores & transport charges for the workers etc., both for onward and return trips to the site(s) from local store location(s).
- b) The rates include handling charges, loading, unloading, shifting and placing on final position, cleaning, electrical & water charges during installation work and any other miscellaneous activity charges which may be required for completing the works.
- c) The rates include all liaising charges.
- d) The rates include the works mentioned in the special condition.
- e) The rate quoted is exclusive of GST.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder (Without GST) Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Repairing of SMPS Power Plants					
1.1	25 A Modules	143	Nos		0.00	INR Zero Only
1.2	50 A Modules	346	Nos		0.00	INR Zero Only
1.3	100 A Modules	681	Nos		0.00	INR Zero Only
1.4	200 A Modules	100	Nos		0.00	INR Zero Only
1.5	SURGE PROTECTORS (STAGE I & II)	200	Nos		0.00	INR Zero Only
1.6	HV LD SYSTEMS	200	Nos		0.00	INR Zero Only
1.7	CONTROL PANEL AND ALARM SYSTEMS	200	Nos		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>					<b>INR Zero Only</b>	

End of Financial Bid

**CHECKLIST (PART 13)**

- 1) Scanned copy of DD/Banker Cheque or Bank Guarantee (if opted for EMD)
- 2) Scanned copy of Valid MSE Certificate/Udyam Registration certificate (for Micro & Small Enterprise claiming exemptions from Tender Fee/EMD) are to be mandatorily uploaded by the bidder in their online Technical bid part (1st electronic Envelope i.e. Technical Envelope) on e-tender portal failing which the tender bid shall be archived unopened/ rejected on e-tender portal at bid opening stage.
- 3) Scanned copy of DD/Banker Cheque or Bank Guarantee (if opted for Tender Fee)
- 4) Bank Transaction details with UTR Number towards the successful e-payment for Tender Fee/EMD (wherever applicable)
- 5) Certificate(s) showing fulfillment of the Eligibility Criteria(s) stated in Clause 4 of the Detailed NIT.**
- 6) Power of Attorney (POA) & authorization for executing the power of Attorney in accordance with Clause 14.3 of Section 4 Part A. (not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.
- 7) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- 8) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- 9) Attestation of the signature of the authorized signatory, issuing POA, by Bank.
- 10) Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
- 11) Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-1.
- 12) Letter of authorization for attending bid opening event as per Section -7 Part (C).
- 13) No Near-Relationship Certificate duly filled & signed as per Section-6 Part B.
- 14) Undertaking & declaration duly filled & signed as per Section-6 Part A
- 15) Tender / Bid Form-Section 9 Part A.
- 16) Valid PAN
- 17) Valid registration under GST Act
- 18) Valid EPF registration certificate in India
- 19) Valid ESI registration certificate in India
- 20) Checklist of the documents submitted as per PART 13 (CHECKLIST).
- 21) GFR Declaration as per annexure-1 and annexure -2
- 22) Local Content Declaration as per Annexure-4
- 23) 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.
- 24) Bid form (Part -9 )-completed and signed in accordance with Clause 8 of Part -4(A).
- 25) A Clause-by-Clause Compliance to Technical specification & commercial conditions as per clause 11 of Part - 4(A)
- 26) Latest Annual Report and /or a certificate for the total bid value from its bankers as an evidence that he has financial capability to perform the contract
- 27) Undertaking & Declaration duly filled and signed as per Part 6 (A)

- 28) No addition/deletion/modification. Self-Declaration as per clause 11.1 of Part 1 (A) NIT
- 29) Undertaking for use of original components/parts as per clause 10.4 of this Part 4 (A).
- 30) Vendor Master Form as per Part 11.
- 31) A self-declaration from the bidder that he/she or the firm has not been terminated/ nullified or not blacklisted on any of the earlier tenders of BSNL/MTNL.
- 32) IT Return certificate for last two years.
- 33) All documents submitted should be self-attested by the bidder.
- 34) Self-declaration that the bidder is not blacklisted by GST authorities.

## APPENDIX

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

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

	<p>iv. If <i>detection of default after issue of PO/ WO</i></p>	<p>i. Termination/ Short Closure of PO/WO and Cancellation of APO                      ii. Rejection of Bid &amp;                      iii. Forfeiture of PG/ SD.                      However on realization of PG/ SD amount, EMD, if not released shall be returned.</p>
<p><b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p>		
<p><b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.</p>		
<p>2</p>	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties &amp; responsibilities for the following :</p> <p>i. Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.                      ii. Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
<p>3</p>	<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>
<p>4.1</p>	<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 &amp; 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	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.	<ul style="list-style-type: none"> <li>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.</li> <li>ii. Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.</li> <li>iii. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</li> </ul>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<ul style="list-style-type: none"> <li>i. If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD. OR</li> <li>ii. If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</li> <li>iii. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</li> </ul>
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).	<ul style="list-style-type: none"> <li>i. If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR</li> <li>ii. If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.Undertake recovery of financial penalty from outstanding dues of vendor including PG/SD;</li> <li>iii. Withdrawal of TSEC/ IA issued by QA Circle.</li> </ul>

<p>6</p>	<p>Submission of claims to BSNL against a contract</p> <ul style="list-style-type: none"> <li>i. For amount already paid by BSNL.</li> <li>ii. For Quantity in excess of that supplied by Vendor to BSNL.</li> <li>iii. For unit rate and/ or amount higher than that approved by BSNL for that purchase.</li> </ul>	<ul style="list-style-type: none"> <li>i. Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking '<b>Set off</b>' clause 21 of Part 5A or by any other legal tenable manner.</li> <li>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.</li> </ul>
<p><b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.</p>		
<p><b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>		
<p>7</p>	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <ul style="list-style-type: none"> <li>i. Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</li> <li>ii. 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.</li> <li>iii. Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</li> <li>iv. Hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</li> <li>v. Undertakes any action that affects/ endangers the security of India.</li> </ul>	<ul style="list-style-type: none"> <li>i. Termination of PO/ WO.</li> <li>ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</li> <li>iii. Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</li> <li>iv. Legal action will be initiated by BSNL against the Vendor if required.</li> </ul>



<p>8</p>	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<ul style="list-style-type: none"> <li>i. Termination/ Short Closure of the PO/ WO.</li> <li>ii. Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</li> <li>iii. No further supplies are to be accepted except that required to make the already supplied items work.</li> <li>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).</li> <li>v. In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</li> </ul>
<p>9</p>	<p>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>	<ul style="list-style-type: none"> <li>i. Termination/ Short Closure of the PO/ WO.</li> <li>ii. Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</li> <li>iii. No further supplies are to be accepted except that required to make the already supplied items work.</li> <li>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).</li> <li>v. In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</li> </ul>

10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>a) in spite of order of Arbitrator.</p>	<p>i. Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>ii. Termination of contract, if any.</p> <p>iii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iv. Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	<p>b) in spite of Court Orders.</p>	<p>i. Termination of contract, if any.</p> <p>ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	<p>If the Central Bureau of Investigation/Independent External</p>	<p>Take Action as per the directions of CBI or concerned department.</p>
	<p>Monitor (IEM) / Income Tax/ Goods and Services Tax/ Excise / Custom Departments recommends such a course</p>	
12	<p>The following cases may also be considered for Banning of business:</p> <p>i. 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</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>

	<p>to the contract in question.</p> <p>ii. If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2.</p> <p>iii. If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>iv. Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	
<p><b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p><b>Note 8:-</b>In case of clash between these guidelines &amp; provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p><b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.</p>		

**ANNEXURE - 1**

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

Tender No.      Date:

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

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

**ANNEXURE — 2**

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

Tender No.      Date:

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

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

**Annexure – 3**

**CERTIFICATE TO BE SUBMITTED BY THE BIDDER AND ITS TECHNOLOGY PARTNER (ON COMPANYS/FIRM'S LETTERHEAD)**

This is to certify that I/We,,M/s .....(Name & full address) as the front Bidder and our technology/consortium partner,M/s.....(Name &full address) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India

1. I/We certify that this bidder is not from such a country or, if from such contry, has been registered with the Competent Authority as per F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procument Division, Department of Expenditure, Ministry of Finance,and its subsequent clairfications, if any . I/We heareby that this bidder fulfills all requirements in this regard and is eligible to be considered,(where applicable, evidence of valid registration by the Competent Authorityb skall be attached).
2. I have read the cluse regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regared and is eligible to be considered .(Where applicable,evidence of valid registration by the Competent Authority shall be attached).
3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to fales at any later stage,this would be ground for immediate termination and further legal action in accordance with law.

Signature:

Signature:

Name in Block letters:

Name in Block letters:

Status: Director/Manager/Partner/

Status: Director/Manager/Partner/

Proprietor of the Company  
(on behalf of the front bidder)

Proprietor of the Company  
(on behalf of tehcnology/consortium partner)

\*\*\*\*\*

**Annexure – 4**  
**LOCAL CONTENT (LC) DECLARATION**

**Certificate to be submitted by Bidders (On Company's Letter Head)**

I \_\_\_\_\_, in capacity of authorized signatory of M/s \_\_\_\_\_ (Name of the company) having Regd. office at \_\_\_\_\_ do hereby solemnly affirm and declare as under That I agree to abide the terms and conditions of Department of Telecommunications, Government of India notifications with respect to Local Content for (LC) for Telecom Products, Services or Works and the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the department of Telecommunications, Government of India for the purpose of assessing the LC. That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for correctness of the claims made therein. That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017. I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities as and when required.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity).
- ii. Date on which this certificate is issued.
- iii. Telecom Product/Services/Works for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of LC claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling.
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacturing the Telecom Product / Services/Works.
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificate from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of (Name of Firm/Entity) :

Authorized signatory :

Name :

Designation :

Contact No :

Date :

Signature of the bidder

### Annexure -A1

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 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
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

(END OF TENDER DOCUMENT)