



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

OFFICE OF THE CHIEF GENERAL MANAGER TELECOM
M.P. TELECOM CIRCLE, BHOPAL-462027

TENDER FOR PROCUREMENT
OF
SMF VRLA BATTERIES

(Procurement of VRLA batteries of different capacities
for MP Circle along with installation of 1500 AH and above Capacity.)
(item wise evaluation)

T. E. No:MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016

DATE & TIME OF SUBMISSION OF BID - Up to 13:30 Hrs. OF 05/01/2017
DATE & TIME OF OPENING OF BID - 15:00 Hrs. of 05/01/2017

**(Note: Kindly see all clarifications/corrigendum on website & read Bid Document carefully
before submission of bid & ensure that all documents submitted are fully authenticated by
the Authorized Signatory)**

NPD-CFA SECTION

PH: 0755-2760305, Fax: 0755-2572121

E-Mail Id: agmmbsnlmp@gmail.com

VALIDITY OF THE OFFER – 150 days

Bid Document Cost: Rs.4600/-

SECTION-1
BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

3rd floor Room No:312, BSNL Bhawan, Hoshangabad Road , Bhopal (M.P) – 462027

From: To,
AGM (NPD-III) CFA
3rd floor, Room No:312, MM Section,

BSNL Bhawan, Hoshangabad Road,
Bhopal (M.P) – 462027.
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T.E. NO : MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016

Sub: -Tender documents for procurement of SMF VRLA Batteries in MP Telecom Circle, through E-procurement .

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

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If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

AGM (NPD-III) CFA
Tel.: 0755-2760305, FAX: 2572121

SECTION – 1 Part A
Detailed NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

MM Section, 3rd floor Room No:312, BSNL Bhawan, Hoshangabad Road, Bhopal (M.P) – 462027

Digitally signed bids are invited by the Chief General Manager Telecom, M.P Telecom Circle, BSNL, Bhopal on behalf of Bharat Sanchar Nigam Limited for procurement of SMF VRLA BATTERY of different capacity as furnished below:

TABLE A

S. No.	Item (SMF VRLA BATTERY)	Quantity (in Nos.)	Estimated cost * (in Rs.)	Cost of Bid Document	Bid Security/Earnest Money Deposit amount for the	Last Date & Time of Submission of	Date & Time of opening of bid	Latest specification
1	200 AH	917	19,29,08,255/-	4600/-	1594900	05/01/2017 Up to 13:30 Hrs.	05/01/2017 At 15:00 Hrs Financial bid opening shall be intimated later on.	TEC GR No. TEC/GR/TX/ BAT-001/04, JUNE 2011 with Amend. No.01 dtd:24.07.12 and other amendment issued if any.
2	400 AH	53			184600			
3	600 AH	240			1224500			
4	1000 AH	34			289200			
5	1500 AH	8			103100			
6	2000 AH	8			135700			
7	2500 AH	4			86000			
8	3000 AH	4			103100			
9	4000 AH	04			137500			
	Total	1272			38,58,600/-			

Note :-

- 1500 AH and above capacity batteries along with installation .
- Evaluation will be done item wise, (for S.No. 5 to 9 the service for installation will be include with material cost for evaluation.
- In case bidding for multiple items, single EMD of combined respective bid security amount shall be acceptable.

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

Note 2: (i) 20 % of the Estimated Quantity /requirement in any tender shall be earmarked to be procured from MSEs provided their quoted price is within the band of L1+15%. Out of this quantity, a sub target of 4% is earmarked to be procured from SC/ST owned eligible MSEs. In case of non availability of SC/ST owned MSEs, this 4% quantity shall be offered to other MSEs.

- (ii) The participating MSEs in a tender, quoting price within the band of L1+15% are also be allowed to supply a portion of the requirement by bringing down their price to the L1 price arrived after tender evaluation. Such MSEs shall be ordered to supply up to 20 % of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.
- (iii) In case a MSE happens to be L1, L2 etc, then it will be allotted tender quantity as envisaged in the tender.

1. Deleted.

2. Purchase of Tender Document: Tender document can be obtained by downloading it from the website www.mp.bsnl.co.in following the link "tenders". The official copy of tender document for participating in E-tender shall also be available for downloading from <https://mpbsnl.procuretiger.com> and www.tenders.gov.in **from 08/12/2016 AT 16:00 Hrs** onwards.

2.1 The bidders downloading the tender document are required to submit the tender fee amount through DD/ Banker's cheque along with their bid, failing which the bid shall be left archived unopened/ rejected.

The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO (A&B) BSNL O/o CGMT M.P Circle Bhopal", payable at Bhopal.

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

3. Availability of Tender Document: The tender document shall be available for downloading from dated 08/12/2016 **AT 16:00 Hrs onwards up to dated 05/01/2017 AT 13:25 Hr .**

3.1 As the tender is invited through E-tendering process, physical copy of tender document would not be available for sale.

3.2 **(For Manual tendering) Deleted.**

4. Eligibility Criteria: -The bidder should have:

a) The bidders should have got 'TYPE Approval Certificates (TAC)' from TEC, New Delhi OR should have got 'Technical Specification Evaluation Certificate (TSEC)' from Quality Assurance Circle, BSNL, Bangalore against the TEC GR No. TEC/GR/TX/BAT-001/04, JUNE 2011 with amend no.01 dtd: 24.07.12 and other amendment issued if any

OR

The bidders should have applied for TSEC for their product in Form-B to TEC or in QF-103 Form to Quality Assurance Circle, Bangalore at least one day before the opening of the tender. The Type approval certificate/ TSEC/ Form-B/ QF-103 shall be against the TEC GR No. TEC/GR/TX/BAT-001/04, JUNE 2011(WITH AMEND NO.01 DTD: 24.07.12) with any latest Specification / amendment issued by DOT/BSNL. The registration number allotted for the TSEC purpose by QA Circle shall be submitted. However, only Type approved equipment will be accepted which will have to be supplied within the scheduled delivery period.

b) Bidder should have experience of supply of at least 25 % of tendered quantity (Item wise) . The experience of bidder/OEM will be considered for this purpose documentary evidence regarding proof of supply shall be furnished by the bidder.

c) In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender.

d) If an agent submits bid on behalf of the Principal /OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

e) The bidder should have the financial capability to supply the tendered quantity of the equipment. The overall turnover of the bidder should not be less than 40% of the estimated cost for the last three financial years i.e. 2013-14, 2014-15 & 2015-16 for VRLA Battery.

f) Should be the Indian Companies registered to manufacture the tendered items in India and having obtained clearance from Reserve Bank of India wherever applicable.(In case of foreign collaboration)

g) Should have valid PAN & Valid Sales/ Service Tax Registration Certificate Number or exemption certificate (if applicable)

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

- 4.1.1 All other Documents establishing bidders eligibility & qualification as per clause 10 of section 4 Part-A.

5. Bid Security/EMD:

- 5.1 The bidder shall furnish the bid EMD (item wise) in one of the following ways:-

(a) Demand Draft/ Banker's cheque drawn in favour of "AO (A&B) BSNL O/o CGMT M.P Circle Bhopal", payable at Bhopal" either separately for each or total for all items.

(b) Bank Guarantee from a scheduled bank, drawn in favour of "CGMT BSNL MP Circle Bhopal" which should be valid for 180 days from the tender opening date.

- 5.1.1 The MSE units are exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

- 5.1.2 In case bidding for multiple items, single EMD of combined respective bid security amount shall be acceptable

6. **Date & Time of Submission of Tender bids:** on or before **13:30 Hrs of 05/01/2017** (tender closing date)

Note 4: 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 15:00 Hours of tender closing date i.e **05/01/2017 Hrs. 15:00 Hrs**

8. Place of opening of Tender bids:

- 8.1 Tender shall be opened through 'Public Online Tender Opening Event (POTOE)'; **Conference Hall , 4th Floor BSNL Bhawan Bhopal** . 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. Kindly refer clause 8 of Section-4 Part C of Tender document for further instructions.

- 8.2 **(For manual tendering) Deleted.**

Note 5: Online Tender system shall not allow submitting bid after due time & date. Therefore, intending bidders should submit their bid well before the closing time & date of the tender to avoid any complication at the last moment. Though it is a E –Tender hence it is compulsory to upload both Technical bid and financial bid on e tender portal .

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

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

11. **CGMT M P Telecom Circle, BSNL Bhopal reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest Tender.**

12. The bidder shall furnish a declaration that, **no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.**

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

Note 6: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 7: All computer generated documents should be duly signed / attested by the bidder/ vendor organization.

Note 8: Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.

Note 9: The evaluation of the tender as well as allotment of the work / purchase order will be done item wise.

Note -10 Tender is invited for 1500 AH and above capacity (S. No 5 to 9 of NIT) batteries along with installation. And bid will be evaluate on the composite rate of material rate and installation rate.

SECTION- 2
Tender Information

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: - Single.
- b) No. of Envelopes for submission of Bids: -Two Nos. (Opening stages)
- c) E-reverse auction – Yes, If required after opening of financial bid.

Note 1: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

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

3. As the tender invited under two envelopes(Electronic Form) system, the **first envelope (Electronic Form)** will be named as **techno-commercial** & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and **second envelope (Electronic Form)** will be named as **financial envelope (Electronic Form)** containing financial quote. These envelopes shall contain one set of the following documents :-

A :Electronic Form : Techno-commercial envelope shall contain :-

- I. **EMD/Bid security** as per Section 1 Part-A (DNIT).
- II. **Cost of the tender document** i.e. tender fee.
- III. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT.
- IV. **Power of Attorney** & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.
- V. **Clause by clause compliance** as per clause 11.2(c) of Section-4 part A duly filled & signed.
- VI. **MSE certificate** (if applicable).
- VII. Bidder's Profile & Questionnaire duly filled & signed. (Section-8).
- VIII. **Non-Relation Certificate duly filled & signed.**
- IX. Undertaking & declaration duly filled & signed (section 6 & 7).
- X. Documents stated in clause 10 of Section-4 Part A.
- XI. (for manual tendering) **Deleted.**
- XII. Tender/ Bid form- Section 9 Part A duly filled & signed.
- XIII. Electronic Form – Technical.

B: Financial envelope shall contain:

- i) Electronic Form - financial along with Price Schedule (Section 9 Part–B (I ,II.& III) with all relevant bid annexure.

Note 2: Following documents are required to be submitted offline (i.e. offline submissions) to AGM (NPD-III)CFA Room No.312 , IIIrd Floor O/o CGMT BSNL Bhawan Hoshangabad Road Bhopal MP 462027 on or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- (i) EMD – Bid security (original copy).
- (ii) DD/ Banker's cheque of Tender fee.(Original Copy)
- (iii) Valid MSME Certificate (If Applicable)
- (iv) Power of Attorney in accordance with clause 14.4 of section 4 Part A and authorization for executing the power of Attorney. (Original Copy)
- (v) Certificate of not debarred /blacklisted in BSNL on a NON JUDICIAL stamp paper
- (vi) List of items for which bidder is bidding as Annex-6 (K) (Original Copy)
- (vii) Integrity Pact (If Applicable)
- (viii)Letter of Authorization for participating in BID (original Copy)

Note 4:-Bidder has to produce original certificates/ documents for inspection whenever required by BSNL

4. Deleted. (Not applicable for this tender.)

5. **Payment terms:** As per clause 11 of Section 5 Part-A.

6. Delivery Schedule

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall be completed within **04 Months from the date of issue of Purchase Order**. First month is for lead period and evenly distributed supplies in remaining three months. The actual delivery schedule will be given in purchase order. **An early supply will be also acceptable.**
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the suppliers at no extra cost during laboratory evaluation, validation and field trial if any.
- 6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.
- 6.5 BSNL reserve the right to change the supply schedule given above at the time of placement of APO/PO.

7. Consignee:-

- (i) Stores are to be supplied to CTSD at Bhopal / Ultimate Consignee of any or all of the SSA's of M.P Telecom Circle.
- (ii) Name & Address, Quantity etc. to each SSA will be given in the P.O.

8. No. of bidders to be awarded:-

8.1 The distribution of quantity among responsive bidders is as per clause No. 3 of Section-4 part-B.

8.2 Item wise maximum number of responsive bidders to whom contract is likely to be awarded is given in Section 3 part A Scope of Work.

8.3 In the event of any of the eligible bidder(s) below L-1 bidder not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inverse ranking of the vendors below the aforesaid bidder/bidders will be recast to fill up the vacated slots. This will be done to ensure that the numbers of bidders supplying the equipment remains same as earlier.

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

9. Bidder must quote for 100% of the tendered quantity along with installation of 1500 AH and above capacity battery .(item wise).

10. Bidder has to quote for each item individually.

11. Bidder has to submit EMD for individual/combined quoted item/items as defined in DNIT.

12. Purchase order will be issued time to time as per fund availability.

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

A. General: Supply of SMF VRLA Battery of different capacity and **installation of 1500 AH and above capacity (S. No 5 to 9 In NIT) batteries , as per DNIT.**

B. Scope of Work:

S. No.	Item	Quantity (in Nos.)	Max. No. Of bidders on whom orders are likely to be placed.	Remark
1	SMF VRLA BATTERY – 200AH	917	3	Without installation
2	SMF VRLA BATTERY – 400AH	53	3	Without installation
3	SMF VRLA BATTERY – 600AH	240	3	Without installation
4	SMF VRLA BATTERY – 1000AH	34	2	Without installation
5	SMF VRLA BATTERY –1500AH	8	1	With Installation
6	SMF VRLA BATTERY – 2000AH	8	1	With Installation
7	SMF VRLA BATTERY – 2500AH	4	1	With Installation
8	SMF VRLA BATTERY – 3000AH	4	1	With Installation
9	SMF VRLA BATTERY – 4000AH	4	1	With Installation
	Total	1272		

SECTION- 3 Part B

TECHNICAL SPECIFICATIONS/ Requirements

S. No.	Item	GR Specification
1	SMF VRLA BATTERY – 200AH	TEC/GR/TX/BAT-001/04, JUNE 2011 with amend no.01 DTD:24.07.12 and latest amendments if any.
2	SMF VRLA BATTERY – 400AH	
3	SMF VRLA BATTERY – 600AH	
4	SMF VRLA BATTERY – 1000AH	
5	SMF VRLA BATTERY –1500AH	
6	SMF VRLA BATTERY – 2000AH	
7	SMF VRLA BATTERY – 2500AH	
8	SMF VRLA BATTERY – 3000AH	
9	SMF VRLA BATTERY – 4000AH	

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

S. No.	Item	Quantity (in Nos.)	Remark
1	SMF VRLA BATTERY – 200AH	917	Without installation
2	SMF VRLA BATTERY – 400AH	53	Without installation
3	SMF VRLA BATTERY – 600AH	240	Without installation
4	SMF VRLA BATTERY – 1000AH	34	Without installation
5	SMF VRLA BATTERY –1500AH	8	With Installation
6	SMF VRLA BATTERY – 2000AH	8	With Installation
7	SMF VRLA BATTERY – 2500AH	4	With Installation
8	SMF VRLA BATTERY – 3000AH	4	With Installation
9	SMF VRLA BATTERY – 4000AH	4	With Installation

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS

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

2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to clause 4 of Section – 1(detailed NIT) and clause 10 of Sect 4 Part-A .

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

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

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **14** days prior to the date of opening of the Tenders. This date shall prevail over the corresponding date for submission of queries appearing on e-tender portal at any time. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded on BSNL website as 'Clarifications'. On e-procurement portal of MP Circle portal, clarification shall be available as 'Addendum', for all the prospective bidders who have downloaded the official copy of tender documents from e-procurement portal of MP Circle.
- 5.2 Any clarification issued by BSNL in response to query rose by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified in writing by FAX or Email or by Addendum through e-tendering portal (for tenders invited through e-tendering process)to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID

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

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

8.0 BID FORM

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

9.0 BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding Octroi/ Entry Tax which will be paid extra at actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B(I&II). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (a) The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, Custom duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/ Charges already paid or payable by the supplier shall be quoted separately item wise.
 - (b) The supplier shall quote as per price schedule given in Section 9 part B(I, II, & III) for all the items given in schedule of requirement at Section 3 part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.
- 9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.
- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - b) Type Approval Certificate given by Telecom Engineering Centre (TEC)/ TSEC issued by the Quality Assurance Circle of BSNL or proof of having applied for TSEC (Copy of Form QF 103 be attached).
 - c) Inspection Certificate issued by BSNL (QA) for execution of educational/ Commercial Order. (If bidder completed any educational/commercial order for BSNL)
 - d) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
 - e) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
 - f) Documentary proof of applicable rate of ED/ CD/ Sales Tax/ VAT /Service Tax.
 - g) Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.
 - h) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
 - i) Certificate of incorporation.
 - j) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - k) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
 - l) Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.
 - m) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.
- 10.2 Documentary evidence for financial and technical capability

- a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.
 - b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 The offered product has to be type approved. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval. Or In case goods offered have already been type approved/ validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.
- 10.5 Not applicable for this tender.
- 10.6 Not applicable for this tender.
- 10.7 Not applicable for this tender.

11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) a detailed description of goods with essential technical and performance characteristics;
 - (b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
 - (c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical Specifications, (Section-3), General (Commercial) Conditions & Special (Commercial) Conditions, (Section- 5 Part A) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in (Section-1) DNIT.
- 12.2 The MSME bidders are exempted from payment of bid security.
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process).
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

13.0 PERIOD OF VALIDITY OF BIDS

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

14.0 FORMAT AND SIGNING OF BID

14.1. The bidder shall submit his bid, online comply 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.

Note:-The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

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

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS

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

15.1.1 The bid is called under Single Stage Bidding & Two Envelope System. The details of sealing & marking of bids is given below (15.1.3) :

15.1.2 Not Applicable.

15.1.3 In Single stage bidding & two envelopes (Electronic) system,

The bidder shall submit his bid in two envelopes (opening stages) through e-tender; The **First envelope** will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per **clause 2 & 10** with Bid Security as per **Clause 12**. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B (I&II).

15.2 a) The envelopes for offline submission as per clause 6 of section 4 part C shall be addressed to the purchaser inviting the tender.

The Purchaser Address shall be:

AGM(NPD-III) CFA, 3rd floor Room No:312, BSNLBhawan, Hoshangabad Road , Bhopal-462027.

b) The envelope shall bear the name of the tender, the tender number, and the words 'DO NOT OPEN BEFORE' (due date & time).

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

d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

e) Bids delivered in person on the day of tender opening shall be delivered up-to specified time

& date as stated in NIT to concerned officer to be specified by tendering authority at the venue (address is given in **clause 15.2 (a) above**). The purchaser shall not be responsible if the bids are delivered elsewhere.

f) **Venue of Tender Opening:**

AGM (NPD-III) CFA,
3rd floor Room No:312, BSNLBhawan,
HoshangabadRoad, Bhopal-462027

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

16. SUBMISSION OF BIDS

16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.

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

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

17. LATE BIDS

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

18 MODIFICATION AND WITHDRAWAL OF BIDS

18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid. If a bid is withdrawn, the same shall be archived unopened in the e-procurement portal.

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

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

19.0 OPENING OF BIDS BY PURCHASER

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

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

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

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

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

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

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

20.0 CLARIFICATION OF BIDS

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

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

21.0 PRELIMINARY EVALUATION

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

21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

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

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

- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids **For 200 AH to 1000 AH Battery (i.e. S. No. 1 to 4 of NIT)**, shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, **Freight and Insurance charges etc. as arrived in Col. 17 of the price schedule in the Section-.9 Part B (I&II)** of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.

And

The evaluation and comparison of responsive bids For **1500 AH to 4000 AH i.e. S. No 5 to 9 of NIT**, shall be done on the basis of “**Composite rate** “ including Installation cost(As Col 5) of the price schedule in the section 9 Part B (III) , and Net cost to BSNL on the prices of the goods offered inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, **Freight and Insurance charges etc(Item wise) . as arrived in Col. 17 of the price schedule in the Section-.9 Part B (I&II)** and Col. of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.

As stipulated in clause 9.1, Octroi/ Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/ Entry Taxes will be paid extra. As per actual wherever applicable on production of proof of payment/relevant invoices/documents.

- (a) “Duties & Taxes for which the firm has to furnish Cenvatable Challans/ Invoices will be indicated separately in the PO/APO.
- (b) Vendors should furnish the correct E.D./Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- (c) In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D./Customs authority where the 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 E.D./ Customs Tariff notifications.
- (e) “If the supplier fails to furnish necessary supporting documents i.e. Excise/ Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount

pertaining to such Duties/ Taxes will be deducted from the payment due to the firm.”

- (f) The evaluation of the tender as well as allotment of the work/ purchase order will be done item wise.

Note- For 1500 AH and above capacity Batteries ,bid will be evaluate composite rate of material and installation charges.

23. CONTACTING THE PURCHASER

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

24. PLACEMENT OF ORDER

- 24.1. The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated price However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit price with applicable revised duties/ taxes will be paid to suppliers irrespective to their ranking viz., L1, L2, L3,.... etc keeping other charges levies and charges unchanged
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.
- 24.5 Purchase order will be issued for the quantity in respect to the availability of fund from corporate office New Delhi.**

25. PURCHASER'S RIGHT TO VARY QUANTITIES

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

taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER

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

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

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

28. SIGNING OF CONTRACT

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

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

29. ANNULMENT OF AWARD

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

30. QUALITY ASSURANCE REQUIREMENTS

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

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

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

31. **REJECTION OF BIDS**

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall **not be accepted** as complied. Mere "Complied" will also be not sufficient, **reference to the enclosed documents showing compliances must be given.**
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f) **Section-4 Part A clause 9.5 on discount which is reproduced below:-**
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. **Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.**

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

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

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

- a) Does not supply the equipment in time;
- b) Equipment does not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1.

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

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

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

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

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

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

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

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

Note for Tender opening Committee:

At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.

The documents/ papers to be submitted in respective bid part have been explicitly stated in clause- 7 of Section-4 Part A.

This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online .

These papers will be treated as authentic one, in case of any dispute.

36. Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

- 37. Reservation/ Procurement from MSE units:** The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Eligibility Conditions

All documents establishing bidders eligibility & qualification as per clause 4 of Section – 1(detailed NIT), clause 10 and clause 2 of section 4 Part-A.

2. Bid Security

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

3. Distribution of Quantity

- (i) The Purchaser intends to limit the number of bidders selected for ordering against this tender to the Nos. as indicated in the table (col.4) given at Schedule of work (Section 3 part-A). The bidders for placement of order will be selected from the list of Technically & Commercially responsive bidders arranged in increasing order of their evaluated prices starting from lowest.
- (ii) Distribution of quantity among the qualified selected bidders shall be as per ratios given below.

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two Bidders	60%	40%	Nil	Nil	Nil
Three Bidders	50 %	30 %	20 %	Nil	Nil

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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)					Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	L3	L4	L5 and so on	
One bidder	80%	Nil	Nil	Nil	Nil	20 %
Two Bidders	48%	32%	Nil	Nil	Nil	20%
Three Bidders	40 %	24 %	16 %	Nil	Nil	20%

Note 1: 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 2:

- (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.

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

4. Instruction for installation of battery 1500 AH AND ABOVE CAPACITY

1. Only Battery sets supplied by vendor to BSNL against this tender shall be installed as equipment, all other requisite installation material like nut bolts, screws, lugs, HRC Fuse, etc. will have to be arranged by bidder as per specification given in schedule of work.
2. The contractor shall be responsible for the dismantling of existing battery sets on installation site under the supervision of BSNL in charge Officer.
3. The contractor shall be responsible for the storage and safe custody of all materials supplied to him by the BSNL. The contractor shall satisfy himself regularly the quality and the quantity of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy in the quality/quantity of the materials.
4. Contractor shall execute the work under the supervision and instructions of BSNL officer in charge.
5. Without limiting any of his other obligations or liabilities, the contractor shall at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc brought to the site or at stores and all the work during the execution. The contractor shall also take out workmen's compensation Insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demand and losses and damage and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to and/or incidental to the same.
6. The contractor shall be and remain responsible for complete and proper compliance and the specifications there in. The BSNL shall be the final judge of the quality of the work and satisfaction of the standards in respect there of set forth in the contract documents. Any non-compliance with the contract document & specifications there in shall be treated as breach of contract. The BSNL has the right to prohibit the use of men and any tools, material and equipment's which in his opinion do not produce work or performance, meet the requirement of the contract Documents.
7. The contractor is full responsible for taking all possible safety precautions during preparation for and actual performance of the works, and for keeping the installation site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience .
8. All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the DE/AGM and his authorized subordinate, of BSNL.
9. In every case by virtue of the provisions of section 12, sub section 91) of the workmen's compensation Act, 1923 GOVT. is obliged to pay compensation to a workman employed by the contractor, in execution of the works, BSNL will recover from the contractor the amount of the compensation so paid and, with-out prejudice to the right of the Govt. under section 12, subsection (ii). Of the said act, Govt. shall be at liberty to such amount or any part thereof by deducting it from the security deposit or from any sum due by the BSNL to the contractor whether under this contract or otherwise. BSNL shall not to be bound to contest any claim made against it under Section 12, Subsection (I) of the said Act, except on the written request of the contractor and upon his giving to BSNL full security for all costs for which BSNL might become liable in consequence of contesting such claim.
10. In every case in which by virtue of the provisions, of the contract labor (Regulation and Abolition) Act 1970 and of the contract labor (Regulation and abolition) central rules 1971. BSNL is obliged to pay any amount of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said act and the rules, under clause 19 to 19(I) and 20 of PWD-8 or under the C.P.W.D. Contractor's labor Regulations, or under the rules framed by BSNL time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. contractors, BSNL will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Govt. under section 20, sub section (2) and section 21, sub section (4) of the contract labor (Regulation and abolition) Act, 1970, Govt. shall be at liberty to recover such amount of any part thereof by deducting it from the security deposit or from any sum

due by BSNL to the contractor whether under this agreement or otherwise. BSNL shall not be bound to contest any claim made against it under section 20, sub section (I) and section 21, sub section (4) of the said Act, except on the written request of the contractor and upon his giving to the BSNL full security for all costs for which BSNL might become liable in contesting such claim.

11. The contractor shall obtain a valid license under the contract labor from labor authorities (R&A) Act 1970 and the contract labor (regulation and Abolition) central rules, 1971 before the commencement of the work, and continue to have a valid license until the completion of the work. 29.3 Any failure to fulfill the requirement shall attract the penal provisions of this contract arising out of the resultant non execution of the work
12. The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labor (R&A) Act, 1970 and rules framed and other labor laws affecting contract labor that may be brought into force from time to time. Records/measurements of battery sets be recorded in log Book (to be supplied by the BSNL) by Junior Telecom Officer or any other subordinate official as decided by the DE as per installation specifications. The records shall be subject to cent per cent checked by the SDE in charge. 37.2 All the measurements recorded in the log book shall be countersigned by the contractor in token of accepting the measurement recorded in the log book, No dispute regarding measurements will be entertained once the logbook is signed by the contractor or his representative and any dispute should be raised before signing the logbook or the nature of dispute should be recorded in the logbook at the time of signing logbook.
13. Contractor shall follow all EPF/ESIC , labour welfare rules and regulation during the execution of work .
14. After successful commissioning of battery sets contractor shall conduct Acceptance Testing by competent authority under the supervision of BSNL officer In charge. And submit AT report well in time.

Section- 4 Part C
E-tendering Instructions to Bidders

General

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

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL MP Circle has decided to use the portal <https://mpbsnl.Procuretiger.com> e-Procurement Technologies Limited (ETL) has an exclusive, most vibrant end to end solution for buying / selling of products and services through tendering process. It supports A - Z activities of tendering based on proactive work flow concept. Fine details of tendering like vendors registration, tender announcement and corrigendum, tender form processing, opening, negotiation and tender awarding are supported in a real time interactive environment. ETL creates a true dynamic market place for both buyers and vendors to interact with each other and transact business.

1. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes'

In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System[®] (ETS)
3. Create Users and assign roles on <https://mpbsnl.Procuretiger.com>
4. View Notice Inviting Tender (NIT) on <https://mpbsnl.Procuretiger.com>
5. Download Official Copy of Tender Documents from <https://mpbsnl.Procuretiger.com>
6. Clarification to Tender Documents on <https://mpbsnl.Procuretiger.com>
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL, as addenda.
7. Bid-Submission on <https://mpbsnl.procuretiger.com>
8. Attend Public Online Tender Opening Event (TOE) on <https://mpbsnl.Procuretiger.com>
Opening of Techno-commercial Part
9. View/Post-TOE Clarification posted by BSNL on <https://mpbsnl.Procuretiger.com>
(Optional)Respond to BSNL's Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on <https://mpbsnl.Procuretiger.com>
Opening of Financial-Part (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on <https://mpbsnl.Procuretiger.com> (if applicable)
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 <https://mpbsnl.Procuretiger.com> .

Please do below mentioned things to operate this website smoothly in Internet Explorer Browser:

- Please enable ActiveX Controls & Plug-ins. (Tools → Internet Options → Security → Custom Level) - **Mandatory**
- Please add <https://mpbsnl.procuretiger.com> in to Trusted Website. (Tools → Internet Option → Security → Trusted Sites → Sites → Add this URL → Close) - **Mandatory**
- Please disable or uninstall Third Party Toolbar / Add-ons from Browser.

Important Note :- As per the new Inter-operability guidelines released by Controller of Certifying Authorities (CCA), the Secured Socket Layer (SSL) certificate for a

e-procurement application is generated on a new algorithm, SHA2. Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP (SP3) / Windows Vista / Windows 7 installed in their respective PC / Laptop. In case of Windows XP service pack -3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.ProcureTiger.com / www.abcProcure.com just below the label of "knowledge section"

3. Digital Certificates

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

4. Registration

To use the Electronic Tender® portal (<https://mpbsnl.Procuretiger.com>), vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. For further details, please visit the website/portal (<https://mpbsnl.Procuretiger.com>), click on the 'New Bidder Registration / Register link (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable).Please contact M/s ETL (as given below), to get your registration accepted/activated.

M/s ETL		Contact Us		
Site Name		https://mpbsnl.Procuretiger.com		
Sl No	PARTICULARS	CONTACT PERSON	CONTACT NUMBER	EMAIL ID
1	e-Tendering Registration Queries	Mr. Himalaya Vaishnav	09099090830/ 079 40016866 / 38 / 39 / 89	himalaya@abcprocure.com
2	e-Tendering Process Queries	Ms. Vaishali Soni Ms. Birva Chokshi	079 4001 6837 / 6867 / 6852 / 6883 / 6802 +91 93745 19729, +91 93286 57215	Support@ProcureTgier.com vaishali@Procuretiger.com
3	For Digital Signature	Mr. Himalaya Vaishnav	09099090830/079 40016866/38	himalaya@abcprocure.com
4	For Business Enquiries	Ms. Supreet Madaan	079 4001 6849	Supreet@procuretiger.com

BSNL Contact-1	
BSNL's Contact Person	<i>Mr. R.K Jadia, AGM(NPD-III)CFA</i>
Telephone/ Mobile	0755-2760305 / 9425001677 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	agmmbsnlmp@gmail.com

BSNL Contact-II	
BSNL's Contact Person	<i>Mr. Rahul Sharma SDE MM</i>
Telephone/ Mobile	0755-2573449 / 9425425566 [between 10:00 hrs to 17:30 hrs on working days]
E-mail ID	<u>sdemmcobhopal@gmail.com</u>

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

The entire bid-submission would be online on <https://mpbsnl.Procuretiger.com>

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum/addenda
- Two Envelopes
 - Techno-commercial -Part
 - Financial-Part

NOTE: Bidder must ensure that after they submit the tender, they have to do the Final Submission of the same by clicking on Final Submission.

6. Offline Submissions:

The bidder is requested to submit the following documents offline to **Assistant General Manager (NPD-III) CFA, O/o C.G.M. Telecom M. P. Circle, Bharat Sanchar Nigam Limited , BSNL Bhawan Room NO : 312 , Hoshangabad Road, BHOPAL-462 027** on or before the due date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- I. EMD/Bid Security in Original.
- II. DD/ Bankers cheque (amount as per DNIT) against payment of tender fee.
- III. Power of attorney in accordance with clause 14.3 of Section-4 Part A along with attested copy of board resolution.
- IV. In case bidder happens to be a MSE, the documentary evidence for the same shall be submitted.
- V. List of items for which bidder is bidding As Sec-6 (K)
- VI. For Letter of Authorization for attending Bid Opening Event
- VII. NO DEBAR/ BLACKLISTED DECLARATION (On a Non Judicial Stamp Paper)

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

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETL 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. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of Price Bid are securely encrypted.

8. Public Online Tender Opening Event (TOE)

ETL offers a online Tender opening system and result can be shared with the bidders online

only if required. If the result is shared online, bidders can login from the convenience of their own office/home, mark their presence and view the result of the tender.

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).

9. E-Reverse Auction (not applicable)

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://mpbsnl.Procuretiger.com>

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

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

11. Minimum Requirements at Bidders end

- Operating System should be Windows XP Service Pack -3 / Vista / Windows 7.
- System Access with Administrator Rights
 - Broadband connectivity.
 - Microsoft Internet Explorer 7.0 or above
 - Digital Certificate(s) for users.

12. Vendors Training Program

Vendors are requested to contact ETL Officers for any information regarding E-tendering / training.

e-Procurement Technologies Ltd. (ProcureTiger)

A-201/208, Wall Street - II, Opp. Orient Club,

Nr. Gujarat College, Ellis Bridge,

Ahmedabad - 380 006, Gujarat (India)

Tel: +91 79 400 16 879 | 883 | 886 | 823 | 835 | 867 | 891 | 837 | 802 | 865 | 852

Fax: +91 79 400 16 876

E-Mail: Support@ProcureTiger.com

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

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

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

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

5. INSPECTION AND TESTS

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

of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

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

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall be completed within time frame stated Clause 6 of Section-2 (Tender information).
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.
- 6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies

7. TRAINING (not applicable for the tender)

8. INCIDENTAL SERVICES

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

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

9. SPARES

- 9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in Section-4 Part A clause 9.
- (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
 - (b) In the event of termination of production of the spare parts, the supplier shall:

- (i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
 - (ii) following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.
- 9.2 . Over a period of three years starting from the date of final acceptance, the supplier shall supply, at its own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of its need.

10. WARRANTY

- 10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) **twelve months** after the stores have been taken over under clause 5.5 above.
- 10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11. PAYMENT TERMS

- 11.1 For Battery 200 AH TO 1000 AH i.e. S. No. 1 to 5 of NIT , Payment of 95% of the prices shall be made on receipt of goods by consignee.

And

For battery of 1500 AH to 4000 AH i.e. S. No. 5 to 9 of NIT, Payment of 70 % of material cost including taxes, shall be made on receipt of goods by consignee at site and 25 % of the material cost & 100 % of services including taxes, after successful commissioning and A/T at site.

For claiming this payment the following documents are to be submitted to the paying authority.

- a. Invoice (Bill in duplicate duly pre-receipted) with packing slip. Invoice clearly indicating break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, Freight /Packing Charges, Service Tax etc.”
- b. Acknowledged Delivery Challan in original.(POD)
- c. Clear RR/Goods carrier receipt.(original)
- d. Supplier certificate for dispatch.(original)

- e. Excise gate pass / invoice or equivalent document.(original)
- f. Certificate of ED, Octroi, Entry Tax & ST payment by supplier.
- g. Inspection certificate of QA(Payable copy in original)
- h. Consignee receipt on delivery challan in case of dispatch by Road (original).
The Sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if any.
- i. Proof of payment of Octroi /Entry Tax etc., if applicable.
- j. Store shall be transit insured, in case it is not insured, 1% penalty would be recovered from the bill in lieu of non insured material. OR Undertaking to be submitted by the bidder that "the firm owns the responsibility regarding transit insurance like loss due to theft/damages/shortages etc. till the material is received by the consignee in good condition.
- k. **For batteries 1500 AH and above capacity i.e. S. No. 5 to 9 of NIT , the above documents will be required for 70% payment and for balance 25 % of material cost and 100 % of services including taxes, the following documents will be necessary**
 - I. **A/T Certificate .**
 - II. **Satisfactory commissioning report issued by DE/AGM In Charge of the site.**

Note :- If the supplier fails to furnish necessary supporting documents i.e. excise/Customs invoices etc. in respect of the Duties/taxes which are CENVAT-able, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

- 11.2 For 200 AH to 1000 AH Battery sets i.e. S. No 1 to 4 of NIT , The balance 5% payment shall be released within 6 months from the date of supply of the equipment in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

And

For 1500 AH and above battery sets, The balance 5% payment shall be released within 6 months from the date of successful commissioning and Acceptance testing , in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

- 11.3 100% Payment (in place of Payment 95% specified in clause 11.1 above for 200 AH to 1000 AH Bty Sets i.e. S. No 1 to 4 of NIT , battery sets may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance Payment 5% of the value of supplies [specified in clause 11.1 above] valid for a minimum period of seven months is furnished by the supplier along with an **undertaking that the equipment/stores supplied shall be free from damages/shortages.** In case purchaser intimates shortages/ damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Circle Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Purchase Order/ Tender document.

Note - For battery sets of 1500 AH to 4000 AH i.e. S. NO 5 to 9 of NIT, there is no provision for additional PBG for release of 5 %.

In case where the additional bank guarantee for 5 % is not provided , then the payment will be settled as per clause 11.1 &11.2 of section 5 Part-A of tender document.

- 11.4 Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.
- 11.5 No payment will be made for goods rejected at the site on testing.
- 11.6 The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/supplier. The bidder company is required to give the following information for this purpose:
- (a) Beneficiary Bank Name:
 - (b) Beneficiary branch Name:
 - (c) IFSC code of beneficiary Branch
 - (d) Beneficiary account No.:
 - (e) Branch Serial No. (MICR No.)

12. PRICES

- 12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.
- 12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
 - (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
 - (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

12.2 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 PO.

13. CHANGES IN PURCHASE ORDERS

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

14. SUBCONTRACTS

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

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

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

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

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

16. LIQUIDATED DAMAGES

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

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

- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
- (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be preferable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.
- (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

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

16.4 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the

grace period shall be subject to:

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

17. FORCE MAJEURE

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

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

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

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

- (a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactorily in the field in accordance with the specifications;
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

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

19. Clause deleted.

20. ARBITRATION

20.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the arbitrator appointed by CGM, BSNL M.P or any person nominated by him.

The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being transfer, CGM shall appoint another person to act as an 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.

20.2 The arbitrator may from time to time with the consent of both the parties may enlarge the time frame for making and publishing the award. Subject to the 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.

20.3 The award of the arbitrator shall be final and binding on both the parties.

20.4 Subject to the aforesaid provisions, the arbitrator & conciliation act 1996 and the rules made there under and any stipulation/modification for the time being in force along with all amendments in the said act time to time shall be deemed to apply to the arbitration proceedings under this clause.

20.5 In case of any dispute even after arbitration under this agreement the court at Bhopal will have the exclusive jurisdiction.

21. SET OFF

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

22. INTIMATION OF SUPPLY STATUS

The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to MM and the concerned User Branches of BSNL.

23. DETAILS OF THE PRODUCT

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

24. FALL CLAUSE

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

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

And / or

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

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

purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

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

25. COURT JURISDICTION

- 25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at **the place from where Contract/ PO has been issued**. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Court at Bhopal only”.

.....

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(To be provided by User cell)

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

1. Quality Assurance and Testing:

- a) The supply will be accepted only after quality assurance tests are carried out by the Quality Assurance Wing of BSNL as per prescribed schedule and material passing the test successfully and after authenticated excise gate pass issued by Excise Authorities.
- b) The QA units of BSNL while clearing the equipment/ stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per Purchase Order, of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.

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

2. Spares:

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

3. Loading:

- (a) In case any item is not quoted by a Bidder mentioned in the SOR of the tender document or the price of any item is not available in its own bid, then the bid shall be loaded by the highest price quoted by any of the bidders for that item. The loaded item shall be supplied at lowest cost quoted by any of the bidder.
- (b) Cases in which the bidder has quoted for less quantity for any of the items than that indicated in the SOR of the tender document, then the price bid shall be loaded to the extent of the difference in quantity of the item to meet the full requirement of the SOR on a pro-rata basis for the purpose of evaluation & ordering.
- (c) No de-loading of the bid is envisaged, if the quoted quantity in the bid is higher than that requested in the tender for the purpose of evaluation.

- (d) AMC cost shall not be paid for all items supplied free of cost on account of the loading. The same principle shall be applied for the cost towards services and all other items
- (e) Offer to the L1 bidder(s) after correcting the arithmetical errors and effecting change in unit prices due to loading shall not tantamount to counter offer. If not accepted by the bidder, then he/ she shall be liable to be barred from participating in future tenders/ EOIs/ RFPs of BSNL for a period of two years.

Section 5 Part C
General Conditions of AMC

[NOT APPLICABLE FOR THIS TENDER]

SECTION-6 (A) UNDERTAKING & DECLARATION

(MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016)

6(A) - For understanding the terms & condition of Tender & Specifications. of goods.

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016)

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

The format of the certificate to be given is

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

Signature
With date and seal

Note : This certificate should be given by all Director/Partner individually

6 (C) – in respect of MANDATE FORM

(MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016)

(Authorization letter for payment of supplier's contractors bills through E-payment Scheme)

Name of the Scheme and the periodicity of payment.

No.

1) Investor/Customer's Name ..

2) Particulars of Bank account

A (i) Name of the Bank : (ii) Code No. of Bank.....

B (i) Name of the Branch : (ii) Code No. of Branch.....

Address :

Telephone No. :

C 9-Digit Code number of the bank and branch :

Appearing on the MICR cheque issued by the bank :

D Type of account (S.B., Current or Cash Credit) with

Code (10/11/13) :

E Ledger and Ledger folio number :

F Account number (as appearing on the cheque book)

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

G IFSC Code

3) Date of effect:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Signature of the Investor/Customer

Date

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

Bank's Stamp

Date:

(.....)

Signature of the authorised official of the Bank.

6(D) CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT

(MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016)

S.NO	CLAUSES	COMPLIANCE
(A)	(B)	(C)
1	All clauses of Scope of work of section-3 Part A	
2	All clauses of Technical Specifications/ Requirements of section -3 Part B	
3	All clauses of Schedule of Requirements(SOR) of Section-3 Part C	
4	All clauses of General (Commercial) Conditions of Contract (GCC) of Section-5 Part A	
5	All clauses of Special (Commercial) Conditions of Contract (SCC) of Section- 5 Part B	

- The clause-by-clause compliance statement should be given as per clause 11.2 (c) of section-4 Part A.
- The bidder should mention ' FULLY COMPLIED' in the column ' C' above, otherwise a statement of deviation may be submitted as per clause 31.1 (d) of section-4 Part A.

Signature
With date and seal

6(E) No DEVIATION STATEMENT

(MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016)

S.NO	CLAUSES	COMPLIANCE
(A)	(B)	(C)
1	All clauses of Scope of work of section-3 Part A	
2	All clauses of Technical Specifications/ Requirements of section -3 Part B	
3	All clauses of Schedule of Requirements(SOR) of Section-3 Part C	
4	All clauses of General (Commercial) Conditions of Contract (GCC) of Section-5 Part A	
5	All clauses of Special (Commercial) Conditions of Contract (SCC) of Section- 5 Part B	

- The "no deviation statement" should be given as per clause 11.2 (c) of section-4 part A and clause 31(iv) of section -4 Part A.
- The bidder should mention ' NO DEVIATION in the column ' C' above, otherwise a statement of deviation may be submitted as per clause 31.1 (d) of section-4 Part A

Signature
With date and seal

6(F) VENDOR MASTER FORM

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



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

Title* :

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

Name* :

Address :

Town/District* :

--	--	--	--

City* :

--	--	--	--

State* :

--	--	--	--

Postal/Pin code* :

--	--	--	--

 Country* :

--	--	--	--

Contact Details:

Telephone Number :

--	--	--	--

 Fax No. :

--	--	--	--

Email_id :

--	--	--	--

(Mandatory for E-Tendering)

Name of Contact Person :

--	--	--	--

 Mobile No. :

--	--	--	--

Alternate Contact Person :

--	--	--	--

 Mobile No. :

--	--	--	--

Tax information:

PAN :

--	--	--	--

Service Tax reg. no. :

--	--	--	--

LST (Local VAT reg.No.) :

--	--	--	--

 CST Reg. No. :

--	--	--	--

Tax Registration no. (for Foreign Vendors) :

--	--	--	--

Income Tax Exemption details:

IT exemption no. :

--	--	--	--

 IT exemption rate :

--	--	--	--

IT Exemption date :

--	--	--	--

IT exemption date from :

--	--	--	--

 IT exemption date to :

--	--	--	--

Excise Details:

Excise reg. no. :

--	--	--	--

(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
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SECTION-6(G)
PAYMENT INSULATION UNDERTAKING
(MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016)

I/We undertake that I/We have sufficient capital resources to carry out operations and will make due payment to our firms labour / employees assigned to execution of the this tender of BSNL MP Circle Bhopal as per laws every month insulating it from payments from BSNL. I/We also **under take** to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)

SECTION-6(H)
RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BID
(MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016)

The Chief General Manager Telecom BSNL MP Circle reserves the right to accept or reject one, more than one or all the tenders in part or wholly without assigning any reason. He also reserves the right to terminate the contract at any time giving one months' notice in writing without assigning any reason. Tender can be short closed before due time by BSNL due to any technology change/administrative or business reason/umbrella contract finalized and implemented by higher authority or office without any kind of claim by contractor.

Signature
With date and seal

Section 6 (I)

(MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016)

**DECLARATION *NO DEBAR/BLACKLISTED DECLARATION*
(On a NON JUDICIAL stamp paper)**

I /We.....
hereby declare that my/our firm has/have not been debarred for taking part in tender anywhere in any unit of BHARAT SANCHAR NIGA LIMITED. I/We also declared that my/our firm is not under process of debarring by any unit of BSNL. I/We am/are aware that any suppression of facts in this regard/breach of this condition/clause would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held.

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)

**Section 6 (J)
DECLARATION**

(MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016)

(No addition /deletion/ correction in bid form)

*I wehere
by declare that “No addition / deletion / corrections have been made in
the downloaded tender document being submitted and it is identical to
the tender document appearing on the website.”*

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)

SECTION- 6 (K)

Declaration of Items for which bidder is bidding (Off Line Also)

I/WE Here by declare that My /Our company is bidding for following items through this E - tender & I/ we have submitted EMD Cost as per tender document for this/ these items.

(MM2-01/82/Tender/ HC BTY/2016-17/69 Dated: 02.12.2016)

Sl. No	Capacity of Battery	Qty	Remark
A	B	C	D
1.	200AH	917	
2.	400 AH	53	
3.	600 AH	240	
4	1000 AH	34	
4.	1500 AH	8	
5.	2000 AH	8	
6.	2500 AH	4	
7	3000 AH	4	
8	4000 AH	4	

Note:

- I. Please mentioned word “ **Quoted** ” in column “ **D** “ in front of Capacity of Battery for which you are bidding .
- II. Bidder must quote for whole quantity of any Capacity of battery.
- III. Bidder must submit this form off line also .

Signature of Tenderer

Name of the Tenderer
(Capacity in which signing)

SECTION- 7

PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

M/s.....

R/o (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to/...../ 20..... (hereafter known as the "Validity date") in favour of CGMT MP Telecom Circle BSNL Bhopal (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

Now at the request of the Bidder, We
Bank Branch
having (Address)
and Regd. office address
as

..... (Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:

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

6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (A&B) BSNL O/o CGMT M.P Circle Bhopal" payable at Bhopal.

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

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer: Designation:

Complete Postal address of Bank:

.....
 Telephone Numbers

Fax numbers

7(B) For the Performance Guarantee

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

Dated:.....

Sub: Performance guarantee.

CHIEF GENERAL MANAGER TELECOM, M.P. CIRCLE BSNL Bhopal (hereafter referred to as BSNL) has issued an APO no. Dated/...../20..... awarding the work of to M/s..... R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of CHIEF GENERAL MANAGER TELECOM, M.P.CIRCLE BSNL Bhopal of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20..... (hereafter referred to as "Validity Date")

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

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to 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 P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (A&B) BSNL O/o CGMT M.P Circle Bhopal" payable at Bhopal.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

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

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (date) at AGM(NPD-III)CFA , IIIrd Floor O/o CGMT, BSNL Bhawan, Hoshangabad Road, Bhopal.

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 1

Signature of the Representative 2

.....

.....

Name of the Representative1

Name of the Representative 2

Signature Attested

Signature Attested

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

....

- Note 1:** Maximum two representatives will be permitted to attend the Bid opening
2. Permission for entry to the office where bids are opened may be refused in case authorization as prescribed above is not received.

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

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

Registered A Due
Address of the purchaser

To

M/s
.....

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

Ref :Your letter no..... dated

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

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

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

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

Yours faithfully,

(.....)

for and on behalf of.....

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

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

Registered Acknowledgement Due
Address of the purchaser

.....

To

M/s

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

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

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

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

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

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

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

Copy to :

.....

.....

.....

(All concerned)

7(I)

INTEGRITY PACT (IF APPLICABLE)

APPENDIX

INTEGRITY PACT

Between

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

and

.....hereinafter referred to as "The Bidder/Contractor"

1. Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

- (a) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

- (a) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (b) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

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

- (a) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (b) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (c) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CGMT MP Circle of the BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

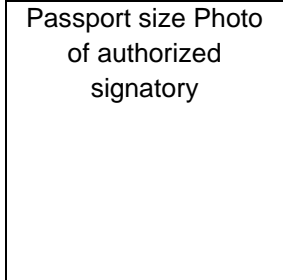
Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal	For the Bidder/Contractor
Place.....	Witness 1 :
Date	Witness 2..... :

SECTION- 8
Bidder's profile & Questionnaire.

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



A) Tenderer's Profile

1. Name of the Individual/ Firm:

Existing Vendor Code . (As SAP) in MP Telecom Circle
(If Available)

--	--	--	--	--	--	--	--

2. Present Correspondence Address

.....

.....

Tele No. Mobile NO :

FAX NO : E mail Id:

3. Address of place of Works/ Manufacture.....

.....

.....

.....

Telephone No. Mobile No

--	--	--	--	--	--	--	--

5. State the Type of Firm:

S. No		(Tick the correct choice):
1	<i>Sole proprietorship</i>	
2	<i>partnership firm</i>	
3	<i>Private limited company.</i>	

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

S. No.	Name	Father's Name	Designation	DIN No.	Mobile NO
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):

Name :

Mobile No

E Mail Id:@

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 **Bhopal** ? If so state its Address

.....

Mobile No E Mail Id

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.
200 AH	
400 AH	
600 AH	
1000 AH	
1500 AH	
2000 AH	
2500 AH	
3000 AH	
4000 AH	

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From,

Deputy General Manager(NPD-II) CFA,
Bharat Sanchar Nigam Limited,
O/o C.G.M. Telecom.
BSNL Bhawan, BHOPAL-460 027

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

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

Ref: Your Tender Enquiry No.dated

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

Dated: day of 2016

Signature

Witness Name

Signature..... In the capacity of

Name Duly authorized to sign the bid for and on

Address behalf of

SECTION-9 Part-B

Part I - Price Schedule for Indigenous Equipment

Sl. No.	Item description	Total Qty..	Ex-factory Price (Basic Unit Price exclusive of all levies & charges)	Excise Duty		Sales Tax		F.F. Pkg & I		Other levies & charges, if any	Unit Price (all inclusive (4+6+8+10+11))	Duties & Taxes CENVAT-able on unit price	Unit Price excluding Duties & Taxes CENVAT able (12-13)	Total Price Inclusive of all levies & charges excluding Duties & Taxes (3X14)	Discount offered, if any	Total discounted price excluding Duties & Taxes CENVAT-able (15-16)	E.D. Tariff Head	Import content	Percentage (%) of Customs duty	Customs Tariff Head
				%	Amt	%	Amt	%	Amt											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1	200 AH	917																		
2	400 AH	53																		
3	600 AH	240																		
4	1000 AH	34																		
5	1500 AH	8																		
6	2000 AH	8																		
7	2500 AH	4																		
8	3000 AH	4																		
9	4000 AH	4																		

Note :

1. "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date".
2. If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4 & the service tax in column 11 & 13.
3. "We hereby certify that E.D/Customs Tariff Head shown in column 18/21 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004".
4. The bidder shall quote separately for hardware and software as per special conditions of contract.
5. The bidder submitted the offer with concessional E.D/sales tax shall submit the proof of applicable concessional ED/Sales Tax.

SECTION-9 Part-B

Part II - Price Schedule for Imported Equipment

Sl. No.	Item description	Total Qty.	Ex-factory Price (Basic Unit Price exclusive of all levies & charges)	Unit price per Unit CIF	Custom Duty		Sales Tax		Pkg & Inland freight		Other levies & charges, if any	Price per Unit for site (all inclusive) (4B+6+8+10+11)	Duties & Taxes CENVAT-able on unit price	Unit Price excluding Duties & Taxes CENVAT able (12-13)	Total Price Inclusive of all levies & charges excluding Duties & Taxes (3X14)	Discount offered, if any	Total discounted price excluding Duties & Taxes CENVAT-able (15-16)	Customs Tariff Head	
					%	Amt	%	Amt	%	Amt									
					5	6	7	8	9	10									
1	200 AH	917																	
2	400 AH	53																	
3	600 AH	240																	
4	1000 AH	34																	
5	1500 AH	8																	
6	2000 AH	8																	
7	2500 AH	4																	
8	3000 AH	4																	
9	4000 AH	4																	

Note

1. "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date".
2. If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column-4B & the service tax in column 11 & 13.
3. "We hereby certify that E.D/Customs Tariff Head shown in column 18 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004".
4. The bidder shall quote separately for hardware and software as per special conditions of contract.
5. The bidder submitted the offer with concessional E.D/sales tax shall submit the proof of applicable concessional ED/Sales Tax

SECTION-9 Part-B

Part III- Price Schedule for Installation of Battery of 1500 AH and above capacity

S. No	Capacity of Battery	Qty	Installation Rate	Total Amount (3x4)	S.T. Rate	S.T. Amount (5*6/100)	Net Amount (5+7)
1	2	3	4	5	6	7	
1	1500 AH	8					
2	2000 AH	8					
3	2500 AH	4					
4	3000 AH	4					
5	4000 AH	4					

NOTE : 1. We here by declare that above mentioned rates are inclusive all Taxes and duties except Service Tax.

2. Other requisite installation material apart from battery sets like nut bolts, screws, lugs, HRC Fuse, etc. will have to be arranged by bidder as per specification given in schedule of work

SECTION-10

10. PRICE VARIATION CLAUSE :

10.1. Tenderers must not confuse the price quoted by them **with the Base Price of Lead** .

While quoting the price they are at liberty to take all factors into account such as market price , trend of the raw material, escalation from time to time in the labour index, fluctuation in the price of raw materials for which compensation in the form of PV is not allowed by the BSNL etc.

It is made clear to them that Base Price is the reference point for calculating the **increase or Decrease** only due to change in raw material price / prices for which the PV is permitted .

Under **no circumstances** they are allowed to tamper with Base Price of Lead calculated under clause 10.2.

Any statement made i.e. any mention of **Base price in contrary to the Para 10.2 below shall be ignored and BSNL shall be at liberty to reject such offers.**

10.2 **BASE PRICE OF RAW MATERIALS** :--.

Price quoted must be based on Lead prices. The base price of Lead for the purpose of PV (price variation) shall be computed on average LME Price in Indian Rupees for the month of Sep-2016 i.e. Rs.1, 30,581/MT excluding duties and sales tax. The BSNL H/Q letter No. 40-4/2012-MMS/170 dated 05.10.2016.

10.3. **PRICE VARIATION FORMULA** :--

10.3.1 **PRICE VARIATION will be applicable as per Standard Price Variation given below.**

For every increase / decrease of price of Lead by Rs.1000.00 per MT, the Price of various capacities of Batteries will increase / decrease as per the PV Table shown below.

Sl. No	Size of Battery	PV (In Rs.) for every increase / decrease of Rs.1000 in Average LME price of Lead per MT
1.	200AH	188.80
2.	400 AH	421.68
3.	600 AH	593.64
4	1000 AH	1010.88
4.	1500 AH	1460.64
5.	2000 AH	2021.76
6.	2500 AH	2473.92
7	3000 AH	2921.28
8	4000 AH	4043.52
	5000 AH	4947.84

10.4 Original / Photostat copy of the relevant circular from, BSNL Directorate, New Delhi (MM SECTION) (duly attested) for the concerned RAW MATERIAL has to be produced for Price Variation as documentary evidence along with Bills preferred for Payment.

10.5 Base Price of Raw material ie. Lead (on which the price variation is applicable) as prevalent during the previous month to the month in which Inspection Certificate is issued will apply for the Price Variation Clause and applicable for the quantities for which IC Certificate by QA is released in that month . The Price variation is to be calculated on the basis of the monthly price and will be applicable to the date of issue of the Inspection Certificate by QA Wing.

10.6 Any increase in the price of Raw Material i.e. Lead (on which the price variation is

applicable) **beyond the scheduled delivery date will go to the supplier's account** but the benefit of downward revision will go to the purchaser.

10.7 Price Variation on Basic raw material shall be limited to the components included in the base prices at 10.2. Freight element, excise duty and any other charges not mentioned in the breakup shall not be admissible for price variation.

10.8 It is made clear that the supplier have to make their own arrangement for raw material from the Market and the department shall not provide any assistance **or** essentiality certificate in this regard. The above guide lines have been given only for the purpose of price variation.



Appendix-1 to Section 4 Part A

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

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

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . (b) for Quantity in excess of that supplied by Vendor to BSNL. (c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con-t d.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>(Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con-t d.	b) inspite of Court Orders.	iii) Take legal recourse i.e. filing recovery suite in appropriate court. i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business: (a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question. (b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2. (c) If the vendor/ supplier fails to submit required documents/ information, where required. (d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8: -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		