



TE No: MM/HR-1209/NIT/13-14/2014-15/51 (NIT No-4) dated 04-02-2015



## **BID DOCUMENT**

TENDER FOR SUPPLY OF

**2F &4F Optical Fibre Drop cable**

T.E. No. MM/HR-1209/NIT/2013-14/2014-15/51 (NIT No-04)  
issued on 04-02-2015

DUE TO OPEN ON 10-03-2015

BID COST 526/-

VALIDITY OF OFFER -180 DAYS

**BHARAT SANCHAR NIGAM LIMITED**  
( A Govt. Of India Enterprises)  
O/o The Chief General Manager, Haryana Telecom Circle  
107, The Mall, Ambala 133001

Tel.: 0171-2603650, 2603815 FAX: 0171-2603607/2603253  
E-Mail: [teamm\\_har@bsnl.co.in](mailto:teamm_har@bsnl.co.in)



TE No: MM/HR-1209/NIT/13-14/2014-15/51 (NIT No-4) dated 04-02-2015

**SECTION-1**  
**BHARAT SANCHAR NIGAM LIMITED**  
*( A Govt. Of India Enterprises )*  
**O/o The Chief General Manager, Haryana Telecom Circle**  
**107, The Mall, Ambala 133001**

From:  
AGM (MM)  
O/o The Chief General Manager,  
Haryana Telecom Circle ,  
Room No. 303,  
107, The Mall, Ambala Cantt-133001

To  
All Prospective Bidders

**No. MM/HR-2087/2F/4F OF Drop cable/tender/2014-15/8**

**Dated: 04-02-2015.**

Sub: - Tender documents for procurement of **Low count 2F &4F OF Drop cable.**

Tender No: MM/HR-1209/NIT/2013-14/2014-15/51 (NIT No.4 ) issued on 04 .02.2015  
Please find enclosed the tender document in respect of above mentioned:-

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

**AGM (MM)**  
**Tel.: 0171-2603650, 2603815 FAX: 0171-2603607/2603253**  
**E-Mail: [teammhar@bsnl.co.in](mailto:teammhar@bsnl.co.in)**



**SECTION – 1 Part A**  
**Detailed NOTICE INVITING TENDER (DNIT)**  
**BHARAT SANCHAR NIGAM LIMITED**  
*(A Govt. Of India Enterprises)*  
**O/o The Chief General Manager, Haryana Telecom Circle**  
**107, the Mall, Ambala 133001**  
**(NOTICE INVITING TENDER)**

No. MM/HR-1209/NIT/2013-14/2014-15/51 (NIT No-4) Dated at AB the 04-02-2015.

Wax/ Tape sealed Tenders are invited by **CGMT Haryana Circle Bharat Sanchar Nigam Limited Ambala** for supply of following Item.

S.No.	Name of the Item	Estimated Quantity	Bid Security/Earnest Money Deposit Amount for the tender
1	2F OF Drop cable	120Km	37,000/-
2	4F OF Drop Cable	50Km	19,000/-

Note 1: The quantity /no. / Sites stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Note 2: 20 % of the Estimated Quantity/requirement in this tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

(Note-2 shall be deleted in case the tender does not have provision for reservations for MSE units).

- 1.1 The evaluation of the tender as well as allotment of the work will be done **item wise**.
2. **Purchase of Tender Document:** Tenders Document shall be available at website [www.haryana.bsnl.co.in](http://www.haryana.bsnl.co.in). Tender document will also be available from AGM (MM) O/o CGMT, Haryana Telecom Circle, 107, The Mall, Ambala as per schedule and payment of Bid Price indicated above. The payment of the Bid price is non-refundable & will be accepted in the form of crossed DEMAND DRAFT/Banker Cheque drawn on any schedule bank in favour of AO (Cash), BSNL O/o CGMT Haryana Telecom Circle, 107, The Mall, Ambala Cantt and payable at Ambala.
  - 2.1 The bidders downloading the tender document are required to submit the tender fee amount through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be rejected.  
The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of **AO (Cash) O/o CGMT BSNL Haryana Telecom Circle, 107, The Mall, Ambala Cantt**" and payable at Ambala .
  - 2.2 The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.
- 3.0 **Availability of Tender Document:** The tender document shall be available for downloading from **05-02-2015 onwards up to 11.00 Hrs on 10-03-2015** from website. [www.haryana.bsnl.co.in](http://www.haryana.bsnl.co.in)
  - 3.1 deleted
  - 3.2 Tenders shall be available for sale and can be had from **AGM (MM) O/o CGMT, Haryana Telecom Circle, 107, The Mall, Ambala Cantt**" against payment of Tender fee of Rs. **526/-** which will be payable in the form and in the name of person stated in clause 2.1 above.
4. **Eligibility Criteria:** -  
**Following are the main eligibility conditions to participate in the tender:**
  - a) i) Indian Companies registered to manufacture/authorised supplier of the tendered item in India, having obtained clearance from Reserve bank Of india wherever applicable. In case of authorised suppliers, they should be registered Indian Companies duly authorised by



manufacturer to bid for their instruments and having a MOU with the manufacturer for maintenance support of instruments during the life span of the product.

ii) The firms should have TSEC/validation of tendered item by DOT (TEC)/BSNL (QA). They should have obtained valid Type Approval Certificate (TAC) from Telecom Engineering Centre, DOT or TSEC from QA Wing of BSNL or proof of having applied for TSEC (Copy of Form QF-103 to be attached) for the tendered item against Technical Specifications given in **Section-3 Part B**. The proof of manufacturing in India, Type Approval Certificate (TAC) or Technical Specification Evaluation Certificate (TSEC) or Form QF-103 shall form part of the bid. However Successful Bidders who have submitted Form QF-103 have to submit the **TAC/TSEC within one month from the date of issue of APO**.

iii) The firms should have successful execution of educational/commercial orders of BSNL/CGM (TS) Calcutta/Telecom Circles orders for the tendered items (Inspection certificate from QA).

- b) The bidder should have Valid PAN No.
- c) The bidder should have Valid Sales/ Service Tax Registration Certificate No or exemption certificate No.
- 4.1 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.

**5. Bid Security/EMD:**

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

- a) Demand Draft/ Banker's cheque drawn in favour of "**AO (Cash) O/o CGMT ,BSNL Haryana Telecom Circle, 107, The Mall, Ambala Cantt**" and payable at Ambala .
- b) Bank Guarantee from a scheduled bank drawn in favour of Purchaser which should be valid for **210** days from the tender opening date,

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

6. **Date & Time of Submission of Tender bids:** on or before **11.00 Hrs on 10-03-2015**.

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

7. **Opening of Tender Bids: At 11.30 hrs on 10-03-2015.**

8. **Place of opening of Tender bids: Room No. 303 O/o CGMT, Haryana Telecom Circle, 107, The Mall, Ambala Cantt**

8.1 Deleted.

8.2 Authorized representatives of bidders (i.e. vendor organization) can attend the TOE at the MM Section Room No. **303 O/o CGMT, Haryana Telecom Circle, 107, The Mall, Ambala Cantt** , where BSNL's Tender Opening Officers would be conducting Tender Opening Event (TOE).

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

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

11. CGMT Haryana Circle, BSNL, Ambala reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

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

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

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

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



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**SECTION – 1 (Part B)**  
**NEWS PAPER N.I.T. (NNIT)**  
**BHARAT SANCHAR NIGAM LIMITED**  
*( A Govt. Of India Enterprises)*  
O/o The Chief General Manager, Haryana Telecom Circle  
107, The Mall, Ambala 133001

(NOTICE INVITING TENDER)

Tender No. . **MM/HR-1209/NIT/2013-14/2014-15/ 51 (NIT No-4 ) Dated at AB the 04-02-2015.**

Wax/ Tape sealed Tenders are invited by **CGMT Haryana Circle Bharat Sanchar Nigam Limited Ambala** for supply of following Items:

<b>Name of the item</b>	<b>Quantity (Km)</b>	<b>Estimated cost in Rs.</b>
<b>Low count 2F Optical Fibre Drop Cable</b>	<b>120</b>	<b>18,30,960/-</b>
<b>Low count 4F Optical Fibre Drop Cable</b>	<b>50</b>	<b>9,11,500/-</b>

Last date of receipt of tender is **10-03-2015 up to 11.00 Hrs.**

For further detailed information, kindly visit our website [www.haryana.bsnl.co.in](http://www.haryana.bsnl.co.in)

AGM (MM)  
Tel. No. 0171-2603650, 2603815  
FAX No.0171-2603253, 2603607



## SECTION- 2 Tender Information

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

- a) No. of Bid Submission Stages for tender: Single  
b) No. of Envelopes for submission of Bids: Two Nos.

**Note:** 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):**180 days from the tender opening date
3. In case of tenders invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents:-
- a) **Techno-commercial envelope** shall contain:-
- i) EMD
  - ii) Cost of the tender documents i.e. tender fee.
  - iii) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 of the DNIT
  - iv) Power of Attorney and authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.
  - v) Integrity Pact (Not Applicable)
  - vi) Clause by clause compliance as per clause 11.2 (c)of Section-4A.
  - vii) Bidder's Profile & Questionnaire duly filled & signed.
  - viii) Non-Relation Certificate duly filled & signed.
  - ix) Undertaking & declaration duly filled & signed
  - x) Documents stated in clause 10 of Section-4 Part A.
  - xi) Tender documents duly signed at the end of each section for having read it & accepted it (only in case of Manual bidding Process).
  - xii) Tender/ Bid form- Section 9 Part A
- b) **Financial envelope** shall contain:  
Bid form- Price Schedule (Section 9 Part –B (I &II) duly filled & signed
4. Tenders are invited through Single stage two Envelope systems. The first envelope (technical) will contain techno-commercial & second envelope (Financial) will contain financial bid envelope.
5. **Payment terms**
- 5.1 95% payment shall be made on receipt of goods by the consignee. For claiming 95% payment the documents as per clause 11 of SECTION-5 Part A are to be submitted to the paying authority
- 5.2 The balance 5% shall be released within six months from the date of supply of stores/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 provisions of the P.O.
- 5.2.1 100% payment (in place of 95% payment specified in clause 5.1 above) may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance 5% payment of the value of supplies (specified in clause 5.2 above) valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In case purchaser intimates shortage/damages in received stores to the supplier in writing, the Bank Guarantee shall be



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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 detail payment terms also refer clause 11 of Section 5 Part A**

**6. Delivery Schedule**

Please also refer clause 6.2 of Section-5 Part A

The delivery of the goods and documents shall be completed within three months including lead period from the date of issue of Purchase Order.

The actual delivery schedule will be given in purchase order. However, the purchaser reserves the right to decide the delivery schedule as per requirement at the time of placing APO.

**7. Consignee:** The Supplier has to deliver the material in the geographical area of Haryana Telecom Circle at different SSAs store/CTSD. The details of consignees will be intimated in Purchase order.



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

**A. General:** Supply of low count 2F & 4F Optical Fibre Drop cable for last mile connectivity to FTTH customers with specification as per detail mentioned in **SECTION- 3 Part B**

**B. Scope of Work:** Supply of low count 2F & 4F Optical Fibre Drop cable for last mile connectivity to FTTH customers with specification as mentioned above.

S.No.	Name of the item	Quantity (Km)
1	Low count 2F OF Drop cable	120Km
2	Low count 4F OF Drop cable	50 Kms





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

**A. General:** Supply of Supply of low count 2F & 4F Optical Fibre Drop cable for last mile connectivity to FTTH customers.

**A. Technical specifications:** The equipment shall conform to the Technical specifications as per BSNL HQ letter no. 32-64/2013-NWP-BB/FTTH dated 09.12.2013 and letter no. 32-64/2013-NWP-BB/FTTH dated 13.01.2014 with the detail as mentioned below :

#### I. Cable Construction

S.No.	Cable construction details	BSNL approved specification
1	Number of fibers per tube	2or 4
2	Colour of fiber	4F: Blue, Orange, Green & Brown 2F: Blue & Orange
3	Loose Tubes	1 No.
4	Loose tube ID/OD	1.7/2.5 mm $\pm$ 0.1 mm
5	Loose tube	White
6	Peripheral strength member	$\pm$ 0.1 mm FRP Rod/ARP Rod
7	Peripheral strength member	Glass yarn. The Glass yarn shall be 8Kg/Km ( <b>Min</b> ) to meet the 500 N Tensile strength at 0.25% strain level.
8	Outer sheath thickness	2.0mm (Nominal) HDPE Black
9	Outer all cable diameter	7.0 $\pm$ 0.5mm
10	Cable weight	45.0 Kgs (Nominal) per KM
11	Cable length	2.0Kms $\pm$ 10%
12	Printing details	Word "BSNL" and metre marking to be marked and if any other, to be done as per standard practices.

#### II. Cable Mechanical Characteristics

S.No.	Description	BSNL approved specification
1	Tensile strength	500N
2	Crush resistance	2000N
3	Impact Strength	5 NM
4	Torsion	$\pm$ 360°
	Minimum bend radius	<b>Short term 20 *D</b> <b>Long term 24*D</b>

#### III Temperature Performance

S.No.	Description	BSNL approved specification
1	Installation	-20°C to + 70°C
2	Service	-10°C to +70°C
3	Storage	-10°C to +70°C

#### IV Attenuation

S.No.	Description	BSNL approved specification
1	At 1310 nm	$\leq$ 0.38dB/Km
2	At 1550 nm	$\leq$ 0.25dB/Km
3	Max. Span length	About 30m

#### V Functional requirements

- i) The cable shall work in saline atmosphere and shall be protected against corrosion.
- ii) Cable shall be suitable and compatible to match with all optical accessories i.e FDMS, Splice Closure, Termination box, Splitters etc.

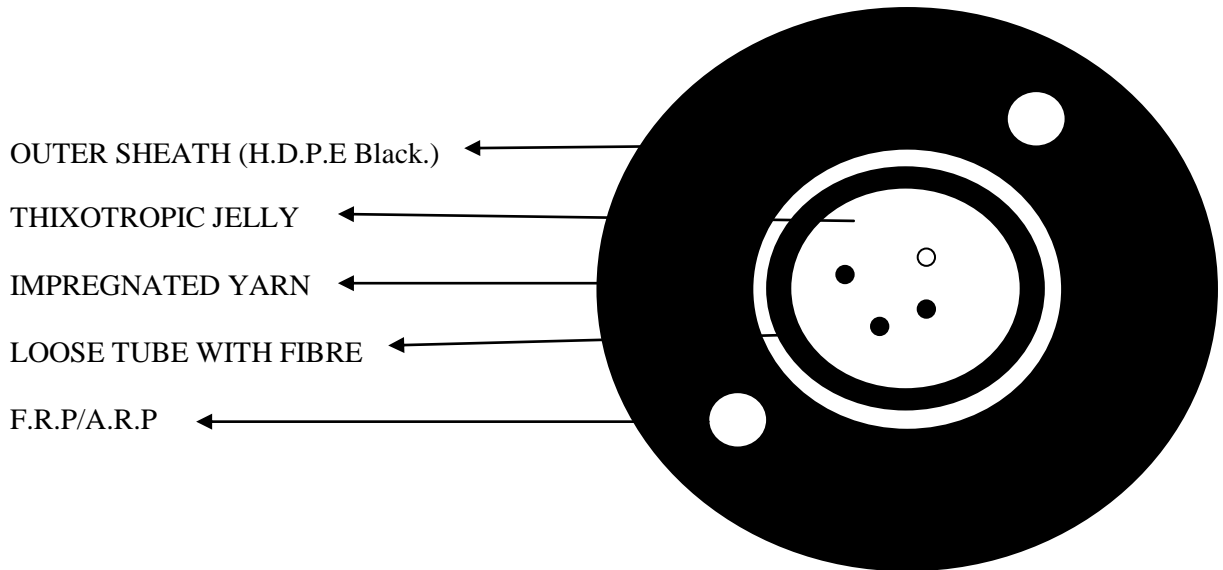


- iii) Undertaking stating that the optical and mechanical fibre characteristics shall not change during the life of the cable.

#### VI Technical requirement

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

#### VII Cable Construction



#### VIII Raw Material used for manufacturing the cable

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

#### 6. Rip Cord

#### IX Cable Mechanical Characteristics

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

#### X General

1. No fibre in the cable shall have any joint
2. Colour code: Blue, Orange, Green & Brown
3. Packing list
4. Cable shall meet the requirements of compatibility as per CI.No.6.3.4 of latest issue Telecordia GR-20-Core.

- Note:
- i) For all Cable related tests, test methods and procedures of TEC GR No.GR/OFC-19/01 FEB 2009 for 1-12F Optical fibre cable for FTTH application shall be followed.
  - ii) For Test methods for all Raw Material, TEC GR on Raw Material for Manufacturing OFC TEC/GR/TX/ORM-01/04 SEP 2009 With Amendment No. 1 shall be followed.



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

S.NO.	GOODS/ SERVICES	QUANTITY	Unit of Measurement
1	<b>Low count 2F OF drop cable</b>	<b>120</b>	<b>Kms</b>
2	<b>Low count 4F OF drop cable</b>	<b>50</b>	<b>Kms</b>

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



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

### **1.0 DEFINITIONS**

- a) **"The Purchaser"** means the Chief General Manager, Haryana Telecom Circle Bharat Sanchar Nigam Ltd. (BSNL), Ambala
- (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)

### **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 **21 days prior to the date of opening of the Tenders**. Copies



of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

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

#### **6.0 AMENDMENT OF BID DOCUMENTS**

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

6.2 The amendments shall be notified in writing by FAX or Email and will be uploaded on website [www.haryana.bsnl.co.in](http://www.haryana.bsnl.co.in) for information of 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 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.
  - 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.  
**Note** : Documents at S. No 10.1(g), (k), (l), (m) are applicable in case of tenders with estimated cost more than Rs 1 Crore.
- 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 A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in the Desktops and Servers like Hard disk, Monitors, Memory etc. shall be original, new components/ parts/ assembly/ software and that no refurbished/ duplicate/second hand components/ parts/ assembly/ software are being used or shall be used.



- 10.6. For supply of any software i.e. operating system or any applications software the bidder should submit a Certificate Of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is/ are being supplied.
- 10.7. Documentary evidence/ Declaration to the effect that the type of software to be utilized in the system/ equipment i.e. Packaged/ Canned OR Customized shall be furnished by the bidder. In case of Packaged/ Canned, the portion of value which represents consideration paid or payable for transfer of right to use such goods subject to provisions laid down in Central Excise/Custom Notifications”.
- 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 detailed description of goods with essential technical and performance characteristics;
  - a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
  - a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions of AMC (Section- 5 Part A, B & C) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.
- 12.0 BID SECURITY / EMD**
- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached alongwith the bid.
  - The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - MSE unit is required to submit its monthly delivery schedule.
  - 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.
- 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 through sealed envelopes complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated by signatures 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 signed by the person 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.
- (e) In case the representative of bidder company who uploads the document on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorised signatory for the bid(Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name , shall also be made as one of the power of Attorney holder by the bidder Company, in addition to the authorised signatory for the bid.**(Not applicable).**





## 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 bids is called under Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids in each case is given below:

15.1.2 deleted.

15.1.3 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes;

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) .

The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to clause 14.2, duly marked ' TECHNO-COMMERCIAL BID '. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked ' FINANCIAL BID '.

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

15.2 a) **The envelope for documents shall be addressed to the purchaser inviting the tender at the address given below:-**

**AGM (MM) O/o CGMT BSNL, Haryana Telecom Circle, Room No. 303, 107, The Mall, Ambala Cantt -133001.**

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) Envelope containing documents should be delivered up to specified time & date as stated in DNIT in the office of **AGM (MM) O/o CGMT BSNL, Haryana Telecom Circle, Room No. 303, 107, The Mall, Ambala Cantt**

**The purchaser shall not be responsible if the bids are delivered elsewhere**

f) **Venue of Tender Opening:**

Tenders will be opened in MM Section, Room No. 303 **O/o CGMT, Haryana Telecom Circle, 107, The Mall, Ambala Cantt** at specified time & date as stated in DNIT.

If due to administrative reasons, the venue of Bid opening is changed; it will be displayed prominently on the Notice Board Ground Floor % CGMT Haryana Telecom Circle Bharat Sanchar Nigam Limited 107, The Mall Ambala Cantt. .

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.

## 16.0 SUBMISSION OF BIDS

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

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

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



**17.0 LATE BIDS**

17.1 No bid shall be accepted after the specified deadline for submission of bids prescribed by the purchaser.

**18 MODIFICATION AND WITHDRAWAL OF BIDS**

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

18.2 The bidder's modification, revision or withdrawal shall have to be 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 in the presence of the authorized representatives of bidders physically present who chose to attend, at time & date specified in Clause 7 of DNIT(Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 B).

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) Deleted.

(ii) The techno-commercial bid shall be opened on the date and time of tender opening given in DNIT. The financial bid will not be opened on the Date of opening of techno commercial bids. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

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

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

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

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

19.4 The date fixed for opening of bids, if subsequently 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 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. 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."

### **23.0 CONTACTING THE PURCHASER**

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

### **24.0 PLACEMENT OF ORDER**

24.1. The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt duties / taxes within Scheduled Delivery Date (SDD), the unit prices with applicable revised duties/ taxes will be paid to suppliers irrespective of their ranking viz. ,L1/ L2/ L3 . . . . etc keeping other 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 clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

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

(a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

(b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case



this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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

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

**27. ISSUE OF ADVANCE PURCHASE ORDER**

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-7C.

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

**28. SIGNING OF CONTRACT**

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

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

**29. ANNULMENT OF AWARD**

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

**30. QUALITY ASSURANCE REQUIREMENTS**

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

- a) A Quality Policy.
- b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- (d) System of Inward Good Inspection.
- (e) System to calibrate and maintain required measuring and test equipment.
- (f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- (g) Configuration management and change-control mechanism.
- (h) A quality plan for the product.
- (i) Periodical internal quality audits.
- (j) A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate (TAC)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.

**31. REJECTION OF BIDS**

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



- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
  - b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
  - c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
  - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders,Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
  - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
  - f) Section-4 Part A clause 9.5 on discount which is reproduced below :-  
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.
- 32. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**
- In case of default by Bidder(s)/ Vendor(s) such as
- a) Does not supply the equipment in time;
  - b) Equipment does not perform satisfactory in the field in accordance with the specifications;
  - c) Or any other default whose complete list is enclosed in Appendix-1.
- Purchaser will take action as specified in Appendix-1 of this section.
- 33. Clause deleted**



**34. NEAR-RELATIONSHIP CERTIFICATE**

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding 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 in case of e-tendering.

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 .

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.

**Appendix-1 to Section 4 Part A of Chapter 4**

<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
	<b>Note 2:-</b> Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	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.
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.		
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.



<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
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.
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.



S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>( 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 &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>



S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 con- td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</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 &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>(continues to page 174)</p>



S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con- td.	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.
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		



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

**Note 9:** Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.



**SECTION-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**

Indian Companies registered to manufacture/authorised supplier of the tendered item in India, having obtained clearance from Reserve bank Of india wherever applicable. In case of authorised suppliers, they should be registered Indian Companies duly authorised by manufacturer to bid for their instruments and having a MOU with the manufacturer for maintenance support of instruments during the life span of the product. They should have obtained valid Type Approval Certificate (TAC) from Telecom Engineering Centre, DOT or TSEC from QA Wing of BSNL for the tendered item against Technical Specifications given in the bid document and should have successfully executed Educational/ Commercial orders issued by BSNL/ MTNL/ DOT. The proof of manufacturing in India, Type Approval Certificate (TAC) or Technical Specification Evaluation Certificate (TSEC) and successful execution of educational/ commercial orders shall form part of the bid.

*That bidders having type approval of the specified GR are eligible to participate in the tender.*

*The bidders having type approval of the old GR for the same equipment are also eligible to participate. Such bidders have to obtain Type Approval Certificate or get their equipment validated before placement of APO/ PO as the case may be. However, the successful bidder will have to supply the equipment as per the technical specifications given in the bid document.*

**Successful Bidders who have submitted Form QF-103 have to submit the TAC/TSEC within one month from the date of issue of APO.**

*For the items, which are being procured for the first time where no vender or very few vendors have obtained type approval so far, the eligibility conditions may be defined as follows :(Not Applicable)*

- *The bidder or its collaborator should have supplied 25% of the tendered quantity to any other telecom service provider and a certificate given by the competent authority to be enclosed along with the bid.*

- *In addition, it shall have to get the offered equipment Type Approved/Validated against the specified GR in a time frame to be defined in the bid document.*

**2. Bid Security**

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

**3. Distribution of Quantity**

(i) The Purchaser intends to limit the number of technically and commercially responsive **one bidder for each item** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

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

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



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

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (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 %
Four Bidders	32%	24%	16%	8%	Nil	20 %
More than four bidders	32%	In the inverse ratio of their evaluated quoted prices				20%

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

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

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

Note 3: If L-1, L-2, L-3, etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 20% reserved quantity shall be distributed amongst such MSE bidders.

(ii) In the event of any of the eligible bidder(s) not agreeing to 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.



**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 (**valid for two years**) to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
  - 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
  - 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7(B) 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 fulfil 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 fulfil the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
  - 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC



(Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".

5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

## **6. DELIVERY AND DOCUMENTS**

6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

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

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

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

## **7. TRAINING**

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

7.2 The bidder shall specify in its bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.

7.3 The bidder shall provide all training material and documents.

7.4 Conduct of training of the purchaser's personnel shall be at the suppliers' plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

## **8. INCIDENTAL SERVICES**

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

(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;

(c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

## **9. SPARES**

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

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

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

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

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

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

## **10. WARRANTY**

10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade



and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twenty four 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 twenty four 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 95% payment shall be made on receipt of goods by the consignee. For claiming 95% payment the following documents are to be submitted to the paying authority:
- (a) Invoice clearly indicating break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, Freight/Packing Charges, Service Tax etc.
  - (b) Acknowledged Delivery Challan in original.
  - (c) Excise gate pass / invoice or equivalent document, if applicable.
  - (d) Inspection Certificate of QA (Payable copy in original)
  - (e) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
  - (f) Proof of payment of Octroi/ entry tax etc., if applicable.
- 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 The balance 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.
- 11.2.1 100% Payment (in place of Payment 95% specified in clause 11.1 above) may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance **Payment 5% of** the value of supplies [specified in clause 11.2 above] valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In case purchaser intimates shortages/ damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Circle Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Purchase Order/ Tender document.
- 11.3 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.
- 11.4. No payment will be made for goods rejected at the site on testing.



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

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

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

## **14. SUBCONTRACTS**

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

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

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



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

## 16. LIQUIDATED DAMAGES

- 16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.
- 16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:
- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.



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

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

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

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

16.3 In cases where the scheduled delivery period is distributed month-wise or is in instalments, the liquidated damages shall be imposed for delay in each scheduled month/ instalment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ instalment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ instalment but there is delay in month-wise/ instalment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ instalments 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/ instalment.

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.

**Note : 1.** In case of turnkey projects, the additional BG and LD clauses related to delay in Installation & commissioning activities, shall be fine-tuned to meet the requirements of the project and shall be included in the special conditions Section-5 Part B of the concerned bid document) after approval of the Management. In these cases, the tender approving authority as per delegation of financial powers shall be competent authority to decide applicability of LD on the Installation and commissioning portion in case delay is on part of BSNL. However, for supply of equipment in such projects, the terms and conditions shall be the same as mentioned in clauses 15.3 and 16.2 of Section-5 Part A.(Not Applicable)

## 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 satisfactory in the field in accordance with the specifications;
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;

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

19. 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 sole arbitration of the CGMT Haryana BSNL Ambala or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGMT Haryana BSNL Ambala or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGMT Haryana BSNL Ambala or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT Haryana BSNL Ambala or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT Haryana BSNL Ambala or the said officer 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 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 venue of arbitration shall be CGMT Haryana BSNL Ambala or the office of the Arbitrator situated at Ambala.
- 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 Ambala only".



## **SECTION –5 Part B**

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

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

#### **1. Quality Assurance and Testing:**

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

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

#### **2. Spares**

a) The supplier shall be required to provide a list of spare parts recommended for maintenance for three years along with rates at card/module level. The purchaser may elect to purchase the recommended spares from the supplier at any time including at the end of warranty/AMC, provided that such purchase shall not relieve the supplier from any warranty/ AMC obligations under the contract.

b) The cost of spares shall be discounted @ 15% over warranty/ AMC period (if there is a provision for AMC in the contract) to arrive at the final price of the equipment for the purpose of tender evaluation.

c) Over a period of three years starting from the date of final acceptance of the equipment or after the procurement of spares, supplier shall supply at 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)

1. Period of Warranty & AMC (if any) shall be prescribed
2. Repair of faulty equipment and setting up of Repair Facilities:  
**Note:** The clause regarding repair of faulty equipment and setting up of Repair Facilities may be included considering the following aspects:
  - a) The supplier shall establish adequate repair facilities for repair of faulty equipment in India within a period six months from the date of purchase order. The number and location of repair facilities should be such as to meet the requirement of repairs and turn-around time provided in the special conditions in Section-5 Part B. The performance bank guarantee shall not be released until the purchaser is satisfied that sufficient repair facilities have been established in addition to the fulfillment of other conditions of the contract. The purchaser reserves the right to blacklist a supplier who does not meet the repair obligation as per the conditions of contract.
  - b) The supplier shall quote rates for repair of each card/ module in Section-9 Part II as a percentage of the cost of that module and also in value in rupees. Total cost of repair for each type of module shall be loaded for the purpose of evaluation.
3. **Annual Maintenance Contract (AMC):**
  - a) AMC shall come into effect after completion of warranty period and shall remain valid for three years. Warranty of equipment/ Units/terminals shall start from the date of acceptance by the consignee of the last batch of equipment/Units/terminals in the Circle.
  - b) Terms and conditions of AMC shall be applicable during Warranty period including imposition of penalties except that no charges for services provided under Warranty/ extended warranty shall be payable. Amount for penalties will be deducted from the pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply or AMC or from the charges due for AMC.
  - c) It shall be mandatory for the bidders to undertake the Annual maintenance contract for three years to be signed at the time of acceptance of APO for entire quantity proposed to be ordered. The selected bidder has to submit a signed copy of the AMC agreement along with the A.P.O.
  - d) For this purpose the bidder shall quote all inclusive Comprehensive AMC charges for each year. However, service tax shall be paid extra as applicable. AMC charges shall be included in evaluation of price bid, by applying a discounted rate of 12% per year to arrive at the NPV (Net Present Value). The quote for AMC should be as a % (percent) of equipment cost(excluding duties and taxes CENVAT-able i.e. net cost to BSNL) and it is mandatory to quote yearly charge in Rs. in a column in Section-9 of tender document. The concerned User cell should specify the minimum charge in percentage for AMC for evaluation purpose.
  - e) The bidder shall establish at least one Nodal Repair Center in the country or each region/circle of BSNL within a period of 4 months (from the date of placement of PO) or as defined in the bid document, where their equipment is allotted for supply to keep the turn around time for repair of faulty terminals/units to minimum.
  - f) The supplier shall provide the list of Nodal Repair Center and designated Courier service/ agency with their addresses/ Tel. No./ Fax. No./ E-Mail etc. within 4 months from date of placement of P. O.
  - g) The supplier (including designated courier service/ agency) shall accept all the faulty equipment/ terminals/ units for repair or replacement within prescribed turnaround time.
  - h) The bidder shall submit a performance bank guarantee towards fulfillment of obligations under AMC, in each Circle equivalent to 2% of the cost of equipment as per P.O. or the first year AMC charge pertaining to that Circle whichever is higher, in a prescribed proforma. The PBG shall be submitted at least two months in advance of date of start of AMC. The PBG shall be valid for a period of four years to cover one year or as specified over and above the three years AMC period. The PBG shall be extendable for a further period as required if there is any delay in start of AMC for any reason. For the additional equipment, the amount of PBG shall be increased at the same rate as indicated above, within a time period of one month of the date of such equipment getting covered under AMC.



- i) The Performance Bank Guarantee against the P.O. will be released only after submission of PBG against AMC in each Circle and fulfilment of other obligations of AMC or P.O. which are pre-requisite for release of the PBG.
- j) For the services rendered during the half-year, the payment shall be made at the end of each half year at circle office, normally within a period of 21 days from the date of submission of bills duly certified by the concerned unit.
- k) In case the supplier fails to repair the faulty equipments/ terminal/ units and deliver the repaired one in the concerned BSNL office within stipulated turnaround time of 14 days , it shall be liable to pay penalty at the rate as defined in the bid document Rs. 100/- per equipment/PCB/ Assembly/ Sub-assembly/Terminal/ unit per day/ week or part thereof for the entire period counted from the date of making over the faulty equipment/ Units by BSNL to suppliers/ designated courier to the actual date of delivery of repaired Units including Saturday, Sunday and holidays. Capping on penalty will be 25% of the AMC value for the corresponding period or as decided on case-to-case basis of the AMC value for that period.
- l) Any Unit neither returned during the turnaround time period nor declared as RNP (Repair Not Possible) within 60 days of its handing over to the designated courier/ agency/ center, an amount equivalent to 1.5 times the cost of equipment/ unit shall be levied from the supplier. This cost will not be counted as penalty, for the purpose of 25% cap on penalty as mentioned in above Para.
- m) Not more than 1% of the total equipment/ units sent in an year (of AMC) for repair will be declared as RNP (Repair Not Possible) by the supplier. BSNL shall reimburse up to a maximum of 1% of the cost of equipment sent for repair against replacement cost of equipment declared as RNP.
- n) The consumables should not be part of AMC except the large capacity batteries supplied if any, with the BSCs/ BTSs etc. in WLL tenders in future. However, if BSNL so desires, the supplier shall be bound to provide these items at the itemized price in their bids for initial currency period of AMC.



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

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

**a) Certified that:**

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

**b) The tenderer hereby covenants and declares that:**

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

Date: .....  
.....

Place: .....  
.....

Signature of Tenderer  
Name of Tenderer

Along with date & Seal



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

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

The format of the certificate to be given is

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

Signature of the tenderer  
With date and seal



**SECTION- 7  
PROFORMAS**

**7(A) For the BIDSECURITY/ EMD Guarantee**

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

**Sub: Bid Security/EMD guarantee.**

Whereas M/s .....R/o .....  
..... (Hereafter referred  
to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (hereafter  
known as the "B. G. Amount") valid up to ...../...../ 20..... (hereafter known as the "Validity date")  
in favour of CGMT BSNL Haryana Telecom circle, 107, The Mall, Ambala-133001 (Hereafter  
referred to 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 (Cash), BSNL O/o CGMT Haryana Telecom Circle, 107, The Mall, Ambala Cantt** ” payable at Ambala.
- 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.**

Whereas , CGMT BSNL Haryana Telecom circle, 107, The Mall, Ambala-133001. (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 CGMT BSNL Haryana Telecom circle, 107, The Mall, Ambala-133001 (Hereafter referred to BSNL) 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 B.G. Amount and it will remain in force up to its Validity date.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “**AO (Cash), BSNL O/o CGMT Haryana Telecom Circle, 107, The Mall, Ambala Cantt** ” payable at Ambala.”



TE No: MM/HR-1209/NIT/13-14/2014-15/51 (NIT No-4) dated 04-02-2015

- 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) Letter of Authorization for attending Bid Opening Event.**

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

**Subject:** Authorization for attending Bid opening

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

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

Signature of the Representative

.....  
authorized to sign

Signature of Bidder/ Officer

Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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



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

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

Registered A Due  
Address of the purchaser

-----  
-----

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

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

Ref :Your letter no..... dated .....

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

1. That, liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 24 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no. ....) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs.\_\_\_\_\_in accordance with clause 15.3, Section-5PartA of the contract with validity up to \_\_\_\_\_.
5. An undertaking as required vide clause 24.3, Section-5A. Otherwise furnish the details as requisite in clause 24.4 section 5 Part A” Please intimate your acceptance of this letter alongwith the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

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

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



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

Registered Acknowledgement Due  
Address of the purchaser

-----  
-----

To

M/s .....

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

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

In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2). In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from \_\_\_\_\_ (last delivery period) to \_\_\_\_\_ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

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

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

Yours faithfully,

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

Copy to :

.....  
.....  
(All concerned)

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



**7(F) - CLAUSE BY CLAUSE COMPLIANCE**

**ANNEXURE-‘A’  
CLAUSE-BY-CLAUSE COMPLIANCE STATEMENT**

Sl.No. (A)	Clauses (B)	Compliance (C)
1	All clauses of General Commercial Conditions of Section-5 Part-A & C	FULLY COMPLIED
2	All clauses of Special Commercial Condition of Contract of Section-5 Part-B	FULLY COMPLIED
3	All clauses of Technical Specification of Section-3 Part- B	FULLY COMPLIED

- The clause-by-clause compliance statement should be given as per clause 11.2 (c) of Section-4 Part-A and clause 31.1(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 11.2 (c) of Section-4 Part-A and clause 31.1(c) of Section -4 Part-A.



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

**ANNEXURE-‘B’**

**NO DEVIATION STATEMENT**

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

- The ‘No deviation statement’ should be given as per clause 11.2 (c) of section-4 Part-A and clause 31.1(c) of Section -4 Part-A.
- The bidder should mention ‘ NO DEVIATION’ in the column ‘ C’ above, otherwise a statement of deviation may be submitted as per clause 31.1 (c) of section-4 Part-A.



**SECTION- 8**

**Bidder's profile & Questionnaire.**

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

**A) Tenderer's Profile**

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

2. Present Correspondence Address  
.....  
.....  
.....

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

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

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

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

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

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

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

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

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

- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....

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

**B) Questionnaire**





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

1.1 If Yes, Give details

.....  
.....

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

2.1 If Yes, Give details

.....  
.....

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

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor .....

Date ..... Name of Contractor .....



**SECTION-9 Part-A  
BID FORM**

To ..... From,

.....  
.....

<Complete address of the purchaser><complete address of the Bidder>

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

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

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

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

Dated: ..... day of ..... 20...

Signature .....

Witness  
.....

Name

Signature.....  
.....

In the capacity of

Name .....  
and on

Duly authorized to sign the bid for

Address .....

behalf of .....



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

S. No	Item Description	Total Qty	Ex factory price(Basic Unit price exclusive	Excise Duty	Amt	Sale Tax	Amt	F.F. Pkg & Insurance	Amt	Other levies & charges, if any	Unit price ( all inclusive)	Duties & Taxes Cenvatable on unit price	Unit price excluding Duties & Taxes Cenvatable	Total price inclusive of all levies & charges excluding Duties & Taxes Cenvatable	Discount offered .if any	Total discounted price excluding Duties & Taxes Cenvat-able	E.D. Tariff Head	Import content	% of Customs duty	Customs Tariff Head
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
											(4+6+8 + 10+11)		(12-13)	(3x14)		(15-16)				
				%	Amt	%	Amt	%	Amt	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	Figure	Word			
1	2F OF Drop Cable	120 Km																		
2	4F OF Drop cable	50 Km																		

**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.

**6.** Prices should be quoted in INR.

(Signature of the Authorised Signatory)



**Part II - Price Schedule for Imported Equipment**

S. No.	Item description	Total Qty(nos)	Ex factory price(Basic Unit price exclusive of all levies & charges)	Unit price per unit CIF	Custom Duty		Sale Tax		Packing & Inland freight		Other levies & charges ,if any	Unit price ( all inclusive)	Duties & Taxes Cenvatable on unit price	Unit price excluding Duties & Taxes Cenvatable	Total price inclusive of all levies & charges excluding Duties & Taxes Cenvatable	Discount offered ,if any	Total discounted price excluding Duties & Taxes Cenvat-able		Customs Tariff Head
					5	6	7	8	9	10							17	18	
1	2	3	4A	4B	5	6	7	8	9	10	11	12	13	14	15	16	17		18
												(4B+6+8+10+ 11)		(12-13)	(3x14)		(15-16)		
					%	Amt	%	Amt	%	Amt	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	(Rs.)	Figure	Word	
1																			
2																			

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.

6.. Prices should be quoted in INR.

(Signature of the Authorised Signatory)

**CHECK LIST FOR THE BIDDERS**

Please ensure that all documents are fully authenticated by the Authorized Signatory with his signature with official seal. Offer is liable to be rejected, if enclosed documents are not authenticated.

Documents forming part of the bid: -

S.No.	Contents of 1st Envelope (Techno-commercial Envelope)	Submitted or Not Submitted	Document placed at Sr No.
1	EMD as per clause 5 of Section – 1 Part A.		
2	Cost of the tender documents fee as per clause 3.2 of Section – 1 Part A.		
3	Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A		
4	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) as per clause 10.1 (b) of Section 4 Part A		
5	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 as per clause 10.1(a) of Section 4 Part A		
6	Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India as per clause 10.1(l) of Section 4 Part A		
7	Inspection Certificate issued by BSNL (QA) for execution of educational/Commercial Order as per clause 10.1(c) of Section 4 Part A		
8	Valid PAN No as per clause 4(b) of Section 1 Part A		
9	Valid Sales/ Service Tax Registration Certificate No or exemption certificate No as per clause 4(c) of Section 1 Part A		
10	Documentary proof of applicable rate of ED/ CD/ Sales Tax/ VAT/Service Tax as per clause 10.1(f) of Section 4 Part A		
11	Clause by clause compliance as per clause 11.2 (c) of Section-4 Part A in the format of annexure-7(F) of Bid Document.		
12	No deviation statement for Clause-by-Clause compliance as per clause 11.2(c) of Section-4 Part-A in the format of annexure-7(G) of Bid Document		
13	Bidder's Profile & Questionnaire duly filled & signed as per Section 8		
14	Undertaking & declaration duly filled & signed as per Section 6 (A) .		



15	Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally as per clause 10.1(g) of Section 4 Part A		
16	Certificates from all Directors of the bidder stating that none of their near relatives are working in as per section -6(B)		
17	Certificate of incorporation as per clause 10.1(i) of Section 4 Part A		
18	Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be as per clause 10.1(j) of Section 4 Part A		
19	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 as per clause 10.1(k) of Section 4 Part A		
20	Approval from Reserve Bank of India/ SIA in case of foreign collaboration as per clause 10.1(m) of Section 4 Part A		
21	Tender documents duly signed on each page for having read it & accepted it.		
22	Tender/ Bid form- Section 9 Part A		
23	Audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability as per clause 10.2(a) Section 4 Part A		
24	Documentary evidence about technical and production capability necessary to perform the contract as per clause 10.2(b) Section 4 Part A		
25	Declaration duly signed as per clause 12 of Section-1 Part A		
26	Any other supporting documents		

S.No.	Contents of 2 <sup>nd</sup> Envelope	Submitted or Not Submitted
1	Price Schedule as per Section 9 Part-B (Part I & II)	

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