



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

**TENDER DOCUMENT FOR  
PRINTING & SUPPLY  
OF  
MARKETING MATERIAL  
IN  
MANDI BA**

**SECTION-1**  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)  
O/o GMTD Mandi HP-175001

**No. GMTD/MND/MKTG/T-4/PRN-SUP/2018-19/2      Dated:-03-01.2019**

**Sub: - E-Tender documents for printing and supply of marketing material in MANDI SSA**

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

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Kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

**AGM CM Mandi**

**Tel.: 1905-226634, FAX: 01905-225299**

## SECTION – 1 Part A

### Detailed NOTICE INVITING E-TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o GMTD Mandi HP-175001

E-Tenders are invited by GMTD for printing and supply of following Items or undertaking following works (as applicable).

| S. No. | Name of the Item/ Work                                 | Estimated Quantity<br>(in Rs) | Bid Security/Earnest Money<br>Deposit Amount for the tender<br>(in Rs) | Tender Document<br>Cost<br>(in Rs) |
|--------|--|-------------------------------|--|------------------------------------|
| 1      | Printing and supply of marketing material in MANDI BA. | 12,50,000/-                   | 31,250/-   | 590/-                              |

**Note 1:** the quantities stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity. The tender can be extended for a period of six months if required.

**2. Purchase of Tender Document:** Tender document can be obtained by downloading it from the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) under free view section.

2.1 The bidders downloading the tender document are required to submit the tender fee (along with applicable GST) amount through DD along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

The DD shall be drawn from any Nationalized/ Scheduled Bank in favour of AO (Cash), O/o GMTD BSNL, Mandi, Himachal Pradesh and payable at Mandi.

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 05.01.2019 onwards up to 26.01.2019.

3.1 As tenders invited through e-tendering process, physical copy of the tender document would not be available for sale. But bidder is required to submit duly signed bid document along with all supporting documents offline as well as online mode.

**Note 2:** The Tender document shall not be available for download on its submission / closing date.

4. **Eligibility Criteria:** - The bidder should have: -

4.1 Experience of printing and supply of Marketing material like Canopies or Pamphlets or Posters or Printed Flex to any Govt./ Semi Govt. organization/PSUs/State Govt. during last five financial years (01/04/2013 to 31/03/2018) as per below details

A. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost i.e. Rs. 5,00,000/-

**(OR)**

B. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e. Rs. 6,25,000/-

**(OR)**

C. one similar completed works each costing not less than the amount equal to 80% of the estimated cost i.e. Rs. 10,00,000/-

***The experience certificate should be signed by an officer not below the rank of Divisional Engineer/AGM or equivalent. The Purchase orders will not be considered as experience.***

- 4.2 Valid PAN number.
- 4.3 Valid Goods and Service Tax Registration Certificate no(s) or mention as unregistered dealer.
- 4.4 A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- 4.5 In case of supplier gets black listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.
- 4.6 In case of multiple GST numbers, all the numbers can be provided as Annexure

**5. Bid Security/EMD:**

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

- (a) Demand Draft shall be drawn from any Nationalized/ Scheduled Bank in favour of AO (Claim), O/o GMTD BSNL, Mandi Himachal Pradesh and payable at Mandi.
- (b) Bank Guarantee from a scheduled bank drawn in favor of AO cash % GMTD Mandi, Bharat Sanchar Nigam Limited, 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 12:00 Hrs of 27.01.2019

**Note 3:** 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.

**7a.Submission of documents:** To AGM CM O/o GMTD Mandi HP up to 12:00 Hrs of 27.01.2019.

**7b. Opening of Tender Bids:** 12:30 Hours of 27.01.2019.

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

8.1 The tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. In this case the tender will be opened at GMTD BSNL Office at Palace Colony Mandi, HP-175001.

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. GMTD BSNL Mandi 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.

13. 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 4:** 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 5:** This being e-tender the bidder is required to upload digitally signed /signed and scanned bid document along with all supporting documents however in case any of the supporting document is uploaded but not attached with the offline submitted bid, then the bid will be considered to be responsive.

**BHARAT SANCHAR NIGAM LIMITED**

**O/o GMTD BSNL Mandi HP-175001**

**NOTICE INVITING TENDER**

**NIT No:- GMTD/MND/MKTG/T-4/PRN-SUP/2018-19/2 Dated 03.01.2019**

E-Tenders are invited by GMTD Mandi from the prospective bidders for the following work:

| Name of the work   | Estimated cost<br>(in Rs.) | EMD<br>(in Rs.) | Tender Document<br>Cost (in Rs) |
|--|----------------------------|-----------------|---------------------------------|
| Printing and supply of marketing material in MANDI Business Area | 12,50,000/-                | 31,250/-        | 590/-                           |

Last date of receipt of tender is 27.01.2019 up to 12:00 Hrs.

For further detailed information, kindly visit website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)

AGM (CM)

O/o GMTD BSNL

Mandi (HP)-175001

Tel. No. 01905-226634

FAX No. 01905-225299

## SECTION- 2

### Tender Information

1. **Type of tender- :**
  - a) Two Stage.
  - b) No. of Envelopes for submission of Bids: Single
  
2. **Bid Validity Period / :180 days from the tender opening date.**  
**Validity of bid Offer**
  
- 4 The envelope will be named as "Tender document for printing and supply of Marketing material in MANDI BA" will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 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 fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT
    - iv) Power of Attorney& authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
    - v) Integrity Pact (if applicable)
    - vi) Bidder's Profile & Questionnaire duly filled & signed.
    - vii) Non-Relation Certificate duly filled & signed (section 6)
    - viii) Undertaking & declaration duly filled & signed (section 6).
    - ix) Documents stated in clause 10 of Section-4 Part A.
    - x) Tender documents duly signed at each page for having read it & accepted it.
    - xi) Tender/ Bid form- Section 9 Part A

The envelope shall bear the tender number and the phrase:

***"Do not open before 12:30PM dated 27.01.2019"***

4. The envelope should be submitted to AGM CM O/o GMTD Mandi before due date as per DNIT.
5. Payment terms: As stated in clause 11 of Section 5 Part-A
6. Delivery Schedule: As per Purchase Order issued from time to time.

## **SECTION- 3 Part A**

### **SCOPE OF WORK**

**A. General:**

The marketing material is required from time to time for the promotion/advertisement of various BSNL services and plans for which camps are organized during these camps/ road shows pamphlets, Flex, canopies and umbrellas are used. The marketing and promotion includes the wall, pillar and cabinet painting works. The material will be ordered as per requirement.

**B. Scope of Work:**

The work consists of designing, printing and supply of various types of marketing material to be used in MANDI BA during the period of agreement. In case of pasting of hoardings at different locations or wall painting works of MANDI BA the contractor is required to send his labour to the desired location. All rates shall be quoted taking these in to consideration. No tools were provided by BSNL. Bidder has to send his labour anywhere in MANDI BA depending on the work requirement. It is responsibility of bidder to make their arrangement for night halts during such work assignments. BSNL will not provide any lodging and boarding facility.



## SECTION- 3 Part B

### TECHNICAL SPECIFICATIONS & Requirements

- A. General:** The details of the marketing material required from time to time for the promotion/advertisement of various BSNL services and plans.
- B. Technical specifications:** The equipment shall conform to the Technical specifications as mentioned below:

**The following is the item wise quantitative requirement as per individual item specification. Supply, Design, Transporting, delivery & installation of following items/ frames of Different sizes**

**Item No. 1:- Flex with Iron Frame:-**

- 1) Quantity:- 1000 Sq. feet 318 GSM, of variant dimensions.
- 2) Specification of flex: Flex must be of LG/ Star/ Indus star/Euro or of equivalent make properly pasted with good quality appropriate adhesive material.
- 3) Specification of Printing: Multi colour machine based solvent printing with UV resistant ink as per design approved by BSNL. Printing should carry a warranty of at least 12 months out door stability.
- 4) Specification of Frame: Frame should be made up of 1"x1" square Iron pipe.
- 5) Fitting/Hanging arrangement: For one side frame, Fitting of the board with the help of good quality heavy iron clamps and tied with soft GI wire. For two frames fitted back to back on poles, fixing with four GI nut and bolts of appropriate size to best fit on pole or hanging the board with two hooks and a steel chain of appropriate length. Proper fitting/ Hanging of Frame is to be ensured.

**Item No. 2:-Flex without Frame:-**

- 1) Quantity:-2000 Sq. feet, Star Flex of variant size 318 GSM.
- 2) Specification of flex: Flex must be of LG/ Star/ Indus star/Euro or of equivalent make properly pasted with good quality appropriate adhesive material.
- 3) Specification of Printing: Multi colour machine based solvent printing with UV resistant ink as per design approved by BSNL. Printing should carry a warranty of at least 12 months out door stability.

**Item No. 3:- Flex for Banner purpose:-**

- 1) Quantity:- 2000 Sq. feet , Banners of variant sizes as per requirement with i-lits on corners..
- 2) Specification of flex: Flex must be of LG/ Star/ Indus star/Euro or of equivalent make
- 3) Specification of Printing: Multi colour machine based solvent printing with UV resistant ink as per design approved by BSNL. Printing should carry a warranty of at least 12 months out door stability.

**Item No. 4:- Flex with frame**

- 1) Quantity:- 1000 Sq. feet , Flex of different sizes as per requirement with iron frames.
- 2) Specification of flex: Flex must be of LG/ Star/ Indus star/Euro or of equivalent make
- 3) Specification of Printing: Multi colour machine based solvent printing with UV resistant ink as per design approved by BSNL. Printing should carry a warranty of at least 12 months out door stability.
- 4) Specification of Frame: Frame should be made up of 1"x1" square Iron pipe

**Item No. 5:- Glow Sign Board (Single Sided):-**

- 1) Quantity:- Single Sided 750 Sq. feet of variant dimensions.
- 2) Specification of flex: Flex must be of LG/ Star/ Indus star/Euro or of equivalent make properly pasted with good quality appropriate adhesive material.
- 3) Specification of Printing: Multi colour machine based solvent printing with UV resistant ink as per design approved by BSNL. Printing should carry a warranty of at least 12 months out door stability.
- 4) Specification of Box: Frame of the box should be made up of 1"x1" square Iron pipe and covered with MS/GI Steel sheet of 26 gauges.
- 5) Specification of Electrical fitting: Electronic choke- Philips make with accessories all ISI Brand,  
Tube Lights of size 4 feet each with at least one Tube light per 8 Sq. feet (i.e. for 4'x2' Box). Good quality ISI brand flexible wire with 3 pin plug of ISI Brand up to nearest electric point.
- 6) Fitting/Hanging arrangement: For one side glow sign board, Fitting of the board with the help of  
good quality heavy iron clamps and tied with soft GI wire or hanging the board with two hooks & 4 feet long steel chain for 4'x2' box. Proper fitting/ Hanging of glow sign board is to be ensured.

**Item No. 6:- Sticker:-**

- 1) Quantity:- 10000 Nos.
- 2) Specification of flex: Round size 6" Diameter with multicolour printing on Sticker/Gumming sheet.

**Item No. 7:- Canopy:-**

- 1) Quantity:- 20 Nos, Size 4'x4'x6'
- 2) Specification of Canopy: Tatron Material, Flex must be of LG/ Star/ Indus star/Euro or of equivalent make properly pasted with good quality appropriate adhesive material.
- 3) Specification of Printing: Multi colour machine based solvent printing with UV resistant ink as per design approved by BSNL. Printing should carry a warranty of at least 12 months out door stability.
- 4) Pipes/ Frame: Must be made of Aluminum

**Item No. 8:- Pamphlets:-**

- 1) Quantity: - 40000 Nos.
- 2) Specification of Paper Quality: 90GSM Art Paper, Size 1/4 of 18"x22" with single colour printing.

**Item No. 9:- Pamphlets:-**

- 1) Quantity:- 40000Nos.
- 2) Specification of Paper Quality: 90GSM art paper,Size 1/4 of 18"x22" with multi colour printing

**Item No. 10:-Tariff leaflets:-**

- 1) Quantity:- 34000Nos.
- 2) Specification of Paper Quality: 130 GSM art paper must be used
- 3) Specification of Printing:- Multicolour printing with gumming tape of 1" (Top & Bottom) at back side.

**Item No. 11:- BSNL Logo Tape:-**

- 1) Quantity:- 200 Rolls Mtrs (each roll of 30 meter length).
- 2) Specification: Bopp Self Adhesive Tape 2" width with BSNL Logo, High quality and reliability.

**Item No. 12:- Umbrellas Carrying BSNL Logos**

- 1) Quantity:- 60 Nos
- 2) Specification : 6' diameter, coated mild steel frame, water resistant 170 GSM Polyester Pongee fabric, approved BSNL Logos, Stand of Mild Steel square shaped base with adjustable lock (in app weight 2.5kg)

**Item No. 13:- Retailers sign Board.**

- 3) Quantity:- 1500 Nos
- 4) Specifications: 12" x 12" size retailer sign board with vinyl pasting on 5 mm sun board as per BSNL design along with fittings.

**Item No. 14:- Pillar/Cabinet Painting:-**

- 5) Quantity:- 1000 Sq ft
- 6) Specification: Painting of BSNL Pillars and Cabinet of Standard Dimension at various locations of Mandi BA including slogan writing and designing of BSNL Logo in multi colour on base colour, only Branded Paint like NEROLAC, ASIAN BURGER must be used

**Item No. 15:- Wall Painting:-**

- 1) Quantity:- 1000 Sq ft
- 2) Specification of Wall Painting: Wall painting work including base preparation, painting and sign writing, only Branded Paint like NEROLAC, ASIAN BURGER must be used

**Item No. 17:- Portable Folding Promo Table with Folding Camping Chair:-**

- 1) Quantity:- 200 no's
- 2) Specification: Portable Folding Table 3 x 2 feet size with suitable height and 2 folding chairs with multicolour BSNL Logo & slogan on top of Table.

**Other Allied Technical Specifications: -**

- a) In all the above cases, contractor will be given only the manuscript, which has to be processed. Contractor will have to give minimum 3 proofs before finalization.
- b) The samples will be checked by **AGM (CM)Mandi**. First proof is to be given by Contractor within 3 days & after correction if any, Delivery is to be given as per the time mentioned in Supply Order.
- c) Supply order will be placed by **AGM (CM) Mandi**. Supply Order will be given in different phases & the designs may differ in each phase.
- d) The Glow signboard/Flex on hoarding/Backlit Flex/Flex with Iron Frame etc will be required to be transported, delivered & installed at different site in MANDI SSA as mentioned in PO. **The rates shall be inclusive of cost of all types of materials, design, labour charges, delivery, Installation, taxes, transportation up to the end point of installation.**
- e) BSNL will not be responsible for any loss suffered due to increase or decrease in quantity.
- f) BSNL will not be responsible for any damage/ loss during transportation and installation.

The GMTD Mandi reserves the right to increase/ decrease the size and quantity of any of the items and payment in this case will be made on **prorata** basis

## SECTION-4 Part A

### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 1.0 DEFINITIONS

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- (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 Part A i.e. Detailed NIT.

#### 3.0 COST OF BIDDING

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

#### 4.0 DOCUMENTS REQUIRED

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

covering letter.

- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents 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 or by Addendum through e-tendering portal (for tenders invited through e-tendering process) to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## **7.0 DOCUMENTS COMPRISING THE BID**

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

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

## **8.0 BID FORM**

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

## **9.0 BID PRICES**

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Custom duty, Goods and Services Tax on packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods. It proposes to supply under the contract as per the price schedule given in Section 9 Part B. 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 of the goods and services shall be inclusive of all levies and taxes like Excise duty, Custom duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/ Charges already paid or payable by the supplier however GST shall be paid by BSNL separately item wise on submission of GSTR-1 along with the bills.
  - (b) The supplier shall quote as per price schedule given in Section 9-partB for all the items given in schedule of requirement in Section 3.
- 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 total price of tender.

#### **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) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
  - c) 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).
  - d) Documentary proof of PAN and GST registration.
  - e) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
  - f) Certificate of incorporation.
  - g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- 10.2 Documentary evidence for financial and technical capability by furnishing audited Annual Report as per clause 4 of DNIT and /or a certificate from its bankers to assess its solvency/financial capability.

#### **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.

#### **12.0 BID SECURITY / EMD**

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).
- 12.2 The MSE bidders are exempted from payment of bid security:
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
  - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - c) MSE unit is required to submit its monthly delivery schedule.
  - d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.



- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
  - b) In the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 28;
  - c) The front bidder shall submit an irrevocable undertaking in non-judicial stamp paper of appropriate value duly signed by it and its technology/ consortium partner stating that both of them i.e. the front bidder and its technology/ consortium partner shall be liable for due performance of the contract jointly and severally, failing which both of them shall be liable to be barred from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years.

### **13.0 PERIOD OF VALIDITY OF BIDS**

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

### **14.0 FORMAT AND SIGNING OF BID**

- 14.1. The bidder shall submit his bid, online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

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

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

### **14.3 Power of Attorney**

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.

- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

#### **15.0 SEALING AND MARKING OF BIDS**

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

15.1.1 The bids may be called under

- a) Single stage bidding & Single envelope system OR
- b) Single Stage Bidding & Two Envelope System

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

#### **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 either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

#### **18.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per clause 15.

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

#### **19.0 OPENING OF BIDS BY PURCHASER**

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

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) In Single stage bidding & single envelope system; techno-commercial bid & financial



Bid will be opened on the date of tender opening given in NIT.

- (ii) The techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case.

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 along with all applicable taxes, Packing, Forwarding, Freight and Insurance charges etc. as arrived in the price schedule in the Section-.9 Part B of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further the bidder is also required to mention the taxes (if any) applicable on the movement of goods.
- (a) "Duties, taxes and Cesses for which the firm has to furnish GST Challans/ Tax invoices will be indicated separately in the PO/APO.
- (b) Suppliers should furnish the correct HSN/ SAC classification/ Customs tariff head in the price Schedule. If the credit for the Duties, Taxes and Cesses provision/rule under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the supplier will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
- (c) In case the Duties, Taxes and Cesses which are not eligible for input tax credit as per quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties, Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent to such Duties, Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credits. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the C.G.S.T./ S.G.S.T./ I.G.S.T officers or customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or same is found apparently not furnished in accordance with GST Act/ Customs Tariff notifications.
- (e) "If the supplier fails to furnish necessary supporting documents i.e. Tax invoices/ Customs invoices etc. in respect of the Duties, taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm."

- (f) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.”
- (g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.”

### **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.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

### **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 Performa provided with the bid document at Section-7C.
- 27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in more than one stages as per the requirement subject to the tendered quantity.

**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.

**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. Purchaser's right to disqualify**

Purchaser reserves the right to disqualify the supplier for a suitable period (not less than one year & not more than 2 years) who habitually failed to supply the equipment in time. Further, the suppliers whose equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (not less than one year & not more than 2 years) as decided by the purchaser.

### **33. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS**

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

### **34. NEAR-RELATIONSHIP CERTIFICATE**

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as: -
- (a) Members of a Hindu undivided family.
  - (b) They are husband and wife.
  - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 34.4. The format of the certificate is given in Section 6 (B).

**35. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

**Note:** To obviate any possibility of doubt and dispute and maintain veracity of the documents / papers / certificates, the documents conforming to eligibility part will be submitted by the participant bidder duly authenticated by the authorized signatory along with EMBG (bid security) of requisite amount and will be checked at the time of tender opening. The documents / papers to be submitted in respective bid part will be explicitly mentioned in clause- 31(vii) of Section-4 Part A. This bid part already signed by the authorized representative of the bidder company during bid submission) will be signed by the in charge of the tender opening team and will be kept preserved along with the bid submitted online. In case of any dispute these papers will be treated as authentic one.

**36. Security Clause as per latest guidelines and requirement**

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

## 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**

Eligibility conditions as mentioned in DNIT (Clause 4).

2. **Bid Security**

The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder. The bank guarantee/DD so submitted shall be as per the format given in Section-7 E 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.



## Section- 4 Part C

### E-tendering Instructions to Bidders

#### General

##### Important Guidelines to Bidders Regarding Online Tendering (E-Tendering)

Bidder is required to have class 3 digital signature certificate (DSC).

Every bidder has to get himself registered on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). He has to pay online registration charges depending on his category to M/s ITI Limited (tenderwizard.com) while having registration. The payment will be made in online mode only.

**For Registration:** open website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) >> Register Me >> Read Instruction Carefully >> Fill Form >> Upload Credential Documents >> Make Registration Charges Payment >> Save Acknowledgement >> Send request Letter on your letter pad (scanned copy) alongwith the credential documents you uploaded while having registration through email to [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com) to activate your User Id.

After sending of request letter and other documents by you, your user id will be activated within one working day and you will be intimated through email. After activation of your user id you will be able to login.

To request for tender documents and participate in tender, bidder has to request/apply online through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). After receiving the documents online, bidder has to upload EMD details, required documents and price bid (duly downloaded file in excel format and filled in) on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).

**Bidders are advised to complete all bidding procedure well before last date and time to avoid last hour hassles. BSNL or e-tendering service provider shall not be responsible for any failure due to any circumstances.**

**For any help, please contact on 011-49424365 or 0172-3953753.**

A user manual for vendor (bidder) is also available. (Home page >> Click to view latest circulars / Formats / Manuals >> General >> Vendor Manual\_New Version >> Vendor\_Detailed\_HELP\_MANUAL\_BSNL.)

Bidder has to pay online registration fees to ITI Limited as prescribed at [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for getting registered for e-tendering. Other than that bidder has to pay processing fees as applicable for each tender depending on the estimated cost of the tender, which can be viewed online on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).

All amounts paid by bidders except EMD are non-refundable.

The bid can only be submitted after uploading mandatory documents like Demand draft for bid document cost and EMD.

#### 1. Tender Bidding Methodology:

Tender is required to be submitted online on the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) afterwards the entire requisite documents as per tender document and duly signed bid document except financial bid shall be placed in an envelope. The envelope shall be sealed (Wax/Tape) properly and submitted by post or by hand to AGM CM O/o GMTD Mandi HP-175001.

#### 2. Broad outline of activities from Bidders prospective:



1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS) in this case tenderwizard.com/BSNL
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
  - Query to BSNL (Optional)
  - View response to queries posted by BSNL, as addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
9. View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on ETS  
For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### 3. Digital Certificates

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

### 4. Registration

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

Pay Annual Registration Fee as applicable.

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

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum/addenda

### 6. Offline Submissions:

The bidder is requested to submit the following documents offline to

**AGM(CM)**

**O/o GMTD Mandi**

**HP-175001**

on or before the date & time of submission of bids specified in DNIT.

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

### 7. Special Note on Security of Bids

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

As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

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

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**NOTE:** In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the

affected event(s).

**9. Other Instructions**

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

**10. Minimum Requirements at Bidders end**

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.
- Registration from [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)
- Scanned copy of the documents to be uploaded.

## SECTION-5 Part A

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### 1. APPLICATION

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

#### 2. STANDARDS

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

#### 3. PATENT RIGHTS

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

#### 4. PERFORMANCE SECURITY

- 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall furnish performance security to the purchaser for an amount equal to 5% of the estimated tender cost 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 Performa provided in 'Section-7C of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

#### 5. INSPECTION AND TESTS

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

defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

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

## **6. DELIVERY AND DOCUMENTS**

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall be completed within time frame stated in note 7 of 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**

**10. WARRANTY**

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

**11. PAYMENT TERMS**

- 11.1 Payment of specified percentage of the price as stated in clause 5 of Section -2 (Tender Information) shall be made on receipt of goods by consignee. For claiming this payment, the following documents are to be submitted to the paying authority.
- (a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST) any other Duties and Taxes, Freight/Packing Charges, Service Tax etc.
  - (b) Acknowledged Delivery Challan in original.
  - (c) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
  - (d) E-way bill as prescribed in the GST Law in case of movement of goods.
  - (e) Proof of payment of GST, if applicable.
  - (f) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note:-

- (1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice/ Customs invoices etc. and also fails to upload the information on GSTN in respect of Duties/ taxes for which input tax credit is available, the amount pertaining to such Duties/taxes will be deducted from the payment due to the supplier.
- (2) Tax amount will be paid to the supplier only after supplier declares the details of invoices in its return in GSTR-1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- (3) TDS/TCS shall be deducted at the prescribed rate, if any (as the case may be).
- (4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.
- (5) In case BSNL has to pay GST on reverse charge basis, the supplier would not

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

- 11.2 The balance payment shall be released within a period of 6 months from invoice date to ensure availability of input tax credit (ITC) and subject to condition that there are no damage/shortages. In those cases, where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

Further, in case of dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which invoices pertains. Additionally, in case the dispute is not settled due to any act of the supplier and input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier.

- 11.3. Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rates of tax wherever applicable on the request of 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 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-5A as per provision given below:
  - (b) 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.
  - (c) 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.
  - (d) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part A& Part B.



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

**16. LIQUIDATED DAMAGES**

- 16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.
- 16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:
- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
  - (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
  - (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
  - (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.
  - (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).
- 16.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

- 16.4 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:
- (a) The 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.
  - (b) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.
  - (c) 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.

- 16.5 GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by supplier.

## **17. FORCE MAJEURE**

- 17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

## **18. TERMINATION FOR DEFAULT**

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

clause15;

- (b) if the supplier fails to perform any other obligation(s) under the Contract; and
- (c) if the supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

18.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 18.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

### **18.3 TERMINATION FOR INSOLVENCY**

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

### **19 TAX INDEMNITY CLAUSE**

BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

### **20. ARBITRATION**

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 HP Telecom Circle. 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 HP Telecom Circle 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 BSNL Circle office, Shimla H.P.

### **21. SET OFF**

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

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

out of this contract or under any other contract made by the supplier with the purchaser or BSNL or such other person (s) contracting through the BSNL, then the GST would be levied.

**22. INTIMATION OF SUPPLY STATUS**

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

**23. DETAILS OF THE PRODUCT**

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

**24. FALL CLAUSE**

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

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

And / or

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

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

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

24.4 In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

**25. COURT JURISDICTION**

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

25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

"This Contract/ PO is subject to jurisdiction of Court at Mandi only".

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

*issued separately.*

**26. General Guidelines: -**

“The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on works, procurement of goods and services and contract management respectively may also be referred to as guiding principles”.

**27. GST INVOICE: -**

- 27.1 All the details of supplier (Name, address, GSTIN/unregistered supplier, place of supply, SAC/ HSN codes etc.) and other mandatory details shall be mentioned on the invoice.
- 27.2 Invoice/ Supplementary invoice/ Debit note/ Credit note/ Receipt voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 27.3 In case of any deficient/incomplete/ rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- 27.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by supplier, the same would be recovered by BSNL from the supplier.
- 27.5 Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.
- 27.6 BSNL could at any time instruct the supplier to raise its invoices at the particular location of BSNL.
- 27.7 It is the responsibility of supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising the invoice.
- 27.8 E-waybill number should be mentioned on the invoices.
- 27.9 Supplier shall be responsible for timely issuance and delivery of invoices/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
  - (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then the cost would be borne by the supplier.
  - (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mismatch. The compliances to be adhered by supplier includes (but is not limited to) the following: -
    - (I) Uploading appropriate invoice detail on the GSTN within the stipulated time;
    - (II) Issuing GST compliant invoice/ CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.
    - (III) Supplier needs to pay the entire self- assessed tax on timely basis.
    - (IV) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice detail on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under the GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
    - (V) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be

recovered from supplier.

(VI) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets blacklisted during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

- 27.10 Refer Annexures below (placed as Annexure-A1) for clause stating that all the details of supplier (Name, address, GSTN/ unregistered supplier, place of supply, SAC/HSN codes etc.) and other mandatory details shall be mentioned on the invoice.
- 27.11 Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to ship to scenario) shall have to be submitted.
- 27.12 It shall be responsibility of the supplier to mention state of place of supply of goods/ services in the invoice issued to BSNL.

\*\*\*\*\*

## 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)

**Note:** The clauses mentioned below are for reference only. Exact clauses should be framed as per requirement on case-to-case basis.

**1. Quality Assurance and Testing:**

- a) The supply will be accepted only after quality assurance by the consignee as mentioned in Purchase Order.
- b) The consignee 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: Not Required**

**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) 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-6**

**UNDERTAKING & DECLARATION**

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

**a) Certified that:**

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

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

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

Date: .....  
Signature of Tenderer

Place: ..... Name of Tenderer .....  
Along with date & Seal

**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 BID SECURITY/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 GMTD Mandi (Hereafter referred to as BSNL) for participation in the tender of work of ..... vide tender no. ....

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

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

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

sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained;
  - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
  - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD Mandi BSNL" payable at New Delhi.
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 GMTD Mandi R/o .....(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 GMTD Mandi of Rs. ..../- (hereafter referred to as "P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date")

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

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

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

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

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

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

**Subject:** Authorization for attending Bid opening

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

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

.....

Signature of the Representative

..... Signature of Bidder/ Officer authorized to sign  
Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

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

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

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

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

Registered A Due  
Address of the purchaser  
-----  
-----

To

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

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

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

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

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

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

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



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

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

1. Name of the Individual/ Firm: .....
2. Present Correspondence Address .....
- .....  
.....  
Telephone No. .... Mobile No. .... FAX No. ....
3. Address of place of Works/ Manufacture .....
- .....  
Telephone No. .... Mobile No. ....
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):  
.....  
.....
7. Permanent Account No.: .....
8. Details of the Bidder's Bank for effecting e-payments:
  - (a) Beneficiary Bank Name.....
  - (b) Beneficiary branch Name.....
  - (c) IFSC code of beneficiary Branch.....
  - (d) Beneficiary account No.....
  - (e) Branch Serial No. (MICR No.) .....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address  
.....

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

GSTN 1 .....

GSTN 2 .....

GSTN 3.....

and so on

**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 ..... 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 .....

Duly authorized to sign the bid for and on

Address .....

behalf of .....

**SECTION-9 Part-B  
Financial Bid**

| <b>Name of Bidder:-</b>  |                            |   |   |                 |  |
|--------------------------|----------------------------|---|---|-----------------|--|
| <b>Schedule of rates</b> |                            |   |   |                 |  |
| <b>SN</b>                | <b>Name of Item</b>        | <b>Specifications</b>   | <b>Rate to be Quoted as per following</b> | <b>Quantity</b> | <b>Unit Rate in Rs. (Inclusive of all levies and taxes) except GST</b> |
| 1                        | Flex Board with Iron Frame | Star Flex of variant size 318 GSM, pasting and hanging to be fixed at buildings or at poles, mounted sites and BSNL towers at various locations of Mandi BA   | Per Sq. Ft.                               |                 |  |
| 2                        | Flex without Frame         | Star Flex of variant size 318 GSM, pasting and fixing on iron frames structure on buildings of BSNL at various locations of Shimla Telecom District.  | Per Sq. Ft.                               |                 |  |
| 3                        | Flex for Banner purpose    | Normal Flex of different sizes as per requirement with i-lits on corners.   | Per Sq. Ft.                               |                 |  |
| 4                        | Normal Flex with frame     | Normal Flex of different sizes as per requirement with iron frames, pasting, hanging to be fixed at buildings or at poles, mounted sites and BSNL towers at various locations of Shimla Telecom District. | Per Sq. Ft.                               |                 |  |
| 5                        | Glow Sign Board            | Glow Sign Board as per requirement  | Per Sq. Ft.                               |                 |  |
| 6                        | Sticker                    | Round size 6" Diameter with multicolour printing on Sticker/Gumming sheet.  | Per Piece                                 |                 |  |
| 7                        | CANOPY                     | Size 4'x4'x6' (aluminium) with Roof, Back & two sides & front advertisement   | Per No.                                   |                 |  |
| 8                        | Pamphlet                   | Size 1/4 of 18"x22" paper with single colour printing   | Per No.                                   |                 |  |
| 9                        | Pamphlet                   | Size 1/4 of 18"x22" paper with multicolour printing.  | Per No.                                   |                 |  |
| 10                       | Tariff Leaflet             | Size 12"x18" 130 GSM Art paper with multicolour printing with gumming tape of 1" (Top & Bottom) at back side.   | Per No.                                   |                 |  |
| 11                       | BSNL Logo Tape             | Bopp Self Adhesive Tape 2" width with BSNL Logo, each roll of 30 meter  | Per Roll                                  |                 |  |
| 12                       | Umbrella                   | ft diameter, coated mild steel frame, water resistant 170 GSM Polyester Pongee fabric, approved BSNL Logos, Stand of Mild Steel square shaped base with adjustable lock (in app weight 2.5kg)             | Per No.                                   |                 |  |
| 13                       | Retailer Sign Board        | 12" x 12" size retailer sign board with vinyl pasting on 5 mm sunboard as per BSNL design alongwith fittings.   | Per piece                                 |                 |  |
| 14                       | Pillar Painting & Cabinet  | Painting of BSNL Pillars and Cabinet of Standard Dimension at various locations of Mandi BA including slogan writing and designing of BSNL Logo in multi colour   | Per Sq. Ft.                               |                 |  |

|    |  |   |             |  |  |
|----|--|---|-------------|--|--|
|    | Painting   | on base colour.   |             |  |  |
| 15 | Wall painting on BSNL walls                            | Wall painting work including base preparation, painting and sign writing  | Per Sq. Ft. |  |  |
| 16 | Portable Folding Promo Table along with folding chairs | Portable Folding Table 3 x 2 feet size with suitable height and 2 folding chairs with multicolour BSNL Logo & slogan on top of Table. | Per Set     |  |  |

**Note: Not to be filled as this is only sample of the actual financial Bid which is required to be filled online only.**

**Annexure- C**

**ADVANCE PURCHASE ORDER FORMAT**

**Table for Para No. 3 of APO format**

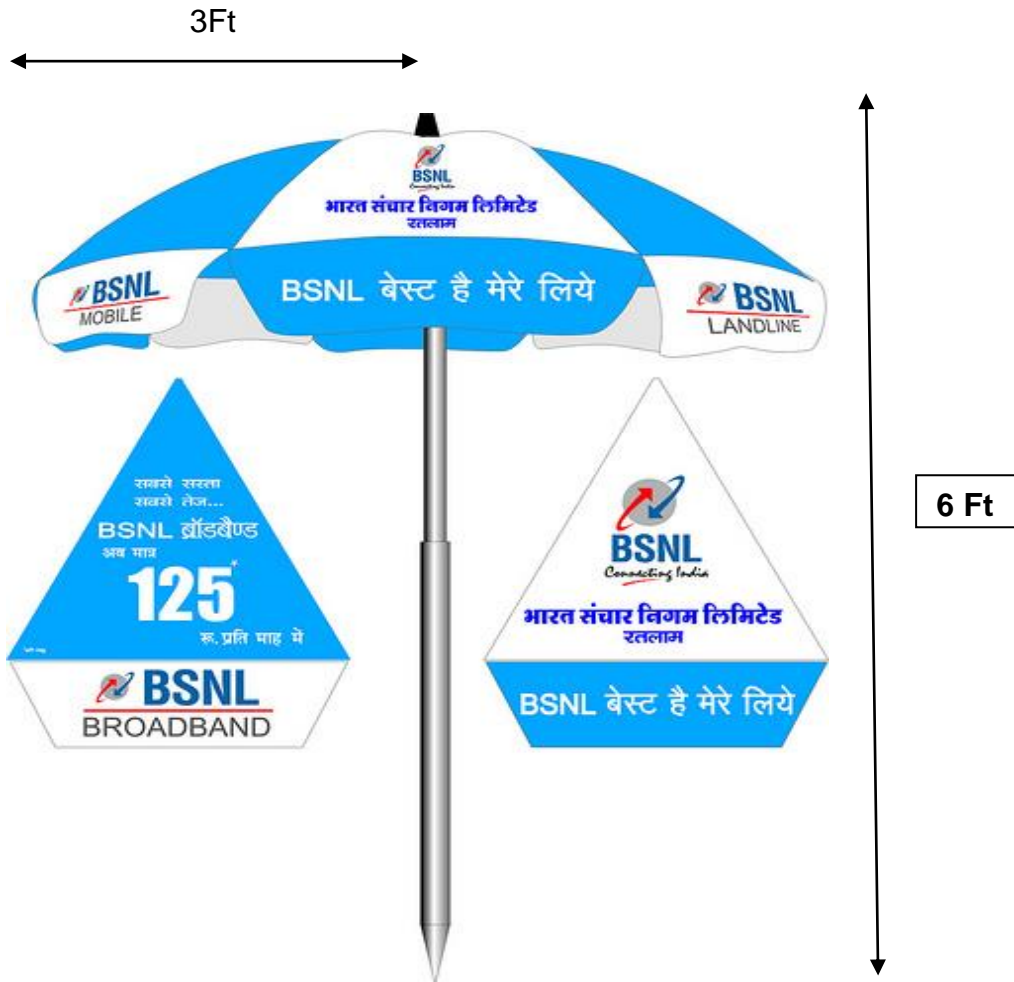
| Sl. No | Item | Qty. (Unit) | Basic unit price Rs. | F & F pkg & insur % Rs. | GST % Rs. | Unit price all inclusive Rs. | GST Credit per Unit Rs. | Unit price excluding GST input tax credit Rs. | HSN/SAC Code | GSTN(s) of vendor from where supplies shall be made |
|--------|------|-------------|----------------------|-------------------------|-----------|------------------------------|-------------------------|---|--------------|---|
|        |      |             |                      |                         |           |                              |                         |   |              |   |

**PURCHASE ORDER FORMAT**

**Table for Para No. 9 of PO format**

| Sl. No | Item | Qty. (Unit) | Basic unit price Rs. | F & F pkg & insur % Rs. | GST % Rs. | Unit price all inclusive Rs. | GST Credit per Unit Rs. | Unit price excluding GST input tax credit Rs. | HSN/SAC Code | GSTN(s) of vendor from where supplies shall be made |
|--------|------|-------------|----------------------|-------------------------|-----------|------------------------------|-------------------------|---|--------------|---|
|        |      |             |                      |                         |           |                              |                         |   |              |   |

Annexure A





Annexure-B

