

Draft of Revised Tender Document

BID DOCUMENT

**FOR SUPPLY OF
20 LAKH Two Way Speaker CLIP Feature phones**



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

MMT SECTION

BHARAT SANCHAR BHAWAN, JANPATH, NEW DELHI-110001

FAX NO. 91-11-23710198

Visit us at www.bsnl.co.in

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
2nd Floor, Bharat Sanchar Bhawan, HC Mathur Lane,
Janpath, New Delhi- 110001

From: AGM (MMY)
2nd Floor, Broadband Section,
Bharat Sanchar Bhawan, HCM Lane,
Janpath, New Delhi – 110001.

To,

F.No CA/MMT/11-17/2015 (NWP-CFA)

Dated: xx/xx/2015

Sub: - Tender document for supply of Two way speaker CLIP Feature Phones through E-procurement.

Tender No. CA/NWP-CFA/CLIP/T-513/2015

issued on xx.xx.2015

Please find enclosed the Tender Document in respect of above mentioned Tender which contains the following.

Table No: 1

S. No.	Section/Annexure	Item	Page No.
1.	Section 1	Detailed NIT	
2.	Section 2	Tender Information	
3.	3 Part A	Scope of work	
4.	3 Part B	Technical Specifications/ Requirements	
5.	3 Part C	Schedule of Requirements(SOR)	
6.	4 Part A	General Instructions to Bidders(GIB)	
7.	4 Part B	Special Instructions to Bidders(SIB)	
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9.	5 Part A	General (Commercial) Conditions of Contract (GCC)	
10.	5 Part B	Special (Commercial) Conditions of Contract (SCC)	
11.	5 Part C	General conditions of AMC	
12.	6	Undertaking & declaration	
13.	7	Proforma (s)	
14.	8	Bidder's profile & Questionnaire.	
15.	9	Bid Form & Price Schedule	

If interested, kindly submit your offers by means of online bids only through Electronic Tendering at the portal detailed in 'Special Instructions to Bidders for E-Tendering' before 11:30 hours **of xx/xx/2015**.

AGM (MMX)
Phone Number - (Off) 011-2303 7172.
FAX 011-2371 0198.
E-Mail: msshekhawat58@bsnl.co.in

Regd. Off.: BSNL, Bharat Sanchar Bhawan, Janpath, New Delhi -110 001. Web:
www.bsnl.co.in

SECTION-1

DETAILED NOTICE INVITING TENDER

1. On behalf of Chairman and Managing Director, Bharat Sanchar Nigam Limited, digitally sealed online tenders, on rupee payment basis, are invited in Single Stage Bidding and two stage Opening using two Electronic Envelopes (Techno-commercial bid and Financial bid) from the eligible bidders for supply of following items:

S.No	Name of the Item	Estimated Quantity(with Unit)	Earnest Money for the tender
1	Two way speaker CLIP feature phone	20,00,000 Nos.	Rs. 2,00,00,000/- (Rupees Two crores only)
2	Comprehensive AMC cost of the two way speaker CLIP feature phones during :		
a)	Year 1	20,00,000 Nos	
b)	Year 2	20,00,000 Nos	
c)	Year 3	20,00,000 Nos	

Note 1: The tendered item should conform to TEC Specification TEC GR no.TEC/GR/CP /TEL-002/05/JAN-10 with latest amendments and some user friendly modification as per section 3 Part B of tender document.

Note 2: The quantity stated above are estimated and can be varied to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions. Further BSNL reserves the right for placement of additional order or up to 50% of the additional quantity of CLIP phones as proposed above of a total quantity 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 within delivery period schedule afresh.

Note 3: 20 % of the Estimated Quantity/requirement in this tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs) **provided their quoted price is within the band of L1+15%**. However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.

2. **Accessibility of Tender Document:**

- 2.1 The tender document for participating in E-tender shall be available for free viewing on www.bsnl.co.in. The same tender document shall be made available on e-tender portal ETS (<https://www.tcil-india-electronictender.com>) from **16/07/2015** onwards for submission of online bids.
- 2.2 The bidders downloading the tender document as above are required to submit the tender fee of **Rs 8,000/-** (including all taxes) through DD/Banker's cheque along with their tender bid failing which the tender bid shall be rejected.

- 2.3 The DD/Banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in India in favour of "AO(Cash), BSNL, C.O., New Delhi, and payable at New Delhi.
- 2.4 Micro & small Enterprise units registered with District industries center (DIC) or Khadi & village industries commission or Khadi & village industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprise are exempted from payment of tender fee after submission of any one of above mentioned valid certificate with bid document.

Note 4: The tender document shall not be available for download from e-tender portal-ETS on its submission / closing date.

3. **e-Tendering Process**

BSNL has decided to use the e-Tendering Process for inviting Bids for this Tender and thus the physical copy of the Tender would not be sold. The special instructions to Bidders for e-Tendering is provided in Section 4-Part C of this Tender.

4. **Eligibility Criteria-**

- a) The Bidder shall be a company registered under Indian Companies act 1956 or as amended from time to time.
- b) The eligible bidders shall be manufacturer of the tendered item in India and have obtained clearance from RBI, wherever applicable.
- c) The bidders shall submit, with his techno-commercial bid, valid TAC/TSEC or Form-B/QF-103 issued by QA Circle BSNL/TEC for the TWO way speaker CLIP feature phone, against the specifications mentioned in Section 3 Part B.

It must be noted that a bidder, participating in this tender on basis of QF103 or Form-B, shall be treated as techno- commercially responsive only if he meets all eligibility conditions, all other terms & conditions of the tender and submits valid TSEC/TAC, as required above, within the period specified in special instructions to bidders. In case the bidder fails to submit TSEC/TAC within the specified period, his bid shall be treated as non responsive and his financial bids shall not be opened.

5. **EMD:**

- 5.1 The bidder shall furnish the bid EMD of **Rs 2 Crores** (Rs Two crores) in one of the following ways
- Demand draft/Banker's cheque drawn in favour of AO (cash), BSNL CO Payable at Delhi.
 - Bank Guarantee from a schedules bank drawn in favour of 'DGM (MMT), BSNL, Delhi which should be valid for **180** days from the tender opening date.
- 5.2 The bidder submitting certificate issued by bodies like Micro & small Enterprise units registered with District industries center (DIC) or Khadi & village industries commission or Khadi & village industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprise should contain either the tendered item or its generic broad category and should be current and valid on the date of opening of bid are exempted from payment of bid security.
6. **Online Submission of Tender bid:** Upto 11:30Hrs. of tender closing date
i.e. xx/xx/2015.

Note 5: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. **Online Opening of Tender bids:** At 12:00 Hours of this tender closing date i.e **xx/xx/2015**.
8. **Place of opening of Tender bids:** BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'.

BSNL's Tender opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. **Please refer clause 8 of Section 4 Part C of Tender document for further instructions.**

However, if required authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the Meeting Room, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE)

9. Tender bids received after due time and date will not be accepted.
10. Incomplete, ambiguous, conditional, digitally unsealed tender bids are liable to be rejected.
11. CMD BSNL 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. Tender document can be downloaded from the website www.bsnl.co.in following **Link "Tender Notice"** or from **<https://www.tcil-india-electronicstender.com>** (After is processed there).
13. The bidder shall furnish a digitally signed copy with no addition/ deletion/ corrections in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site.
- 13.1. In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

Note 5: All documents submitted/uploaded in the bid offer should be preferably in English and must be physically signed by bidder. 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 6: All computer generated documents should be duly attested/signed by the issuing organization

14. Integrity pact program is implemented for this tender for which signing of integrity pact is mandatory for the purchaser and bidder. Format of integrity pact is provided in the tender document at 7(F) in Section 7 Proforma(s). To oversee the implementation

of Integrity Pact Program, IEMs are appointed by BSNL vide No 15-1/2012-MMT dt 19.07.2012 which is available in 'Tender Notice' link on www.bsnl.co.in.

15. The queries in respect of the bid document, if any, can be submitted through email/Fax latest **by xx.xx.2015:**

BSNL Contact-1	
BSNL's Contact Person	Mr. M.S. Shekhawat, AGM (MMX)
Telephone/ Mobile	(011) 2303 7172 [between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	msshekhawat58@gmail.com

BSNL Contact-2	
BSNL's Contact Person	Mr. Sanjay Vatsa ,Dy. Mgr.(MMY)
Telephone/ Mobile	(011) 2371 7844 [between 9:30 hrs to 18:00 hrs on working days]
E-mail ID	srvatsabsnl@bsnl.co.in

Section- 2

Tender Information

1. **Type of tender:** Single Stage Bidding, Two stage opening using – Two Electronic Envelopes following E-reverse auction.

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

2. Bid Validity Period / Validity of bid Offer for acceptance by BSNL: - **150 days** from the tender opening date.
3. The tender offer shall contain two e-envelopes viz. techno-commercial and financial envelope which will contain one set of the following documents only :
 - a) Techno-commercial e-envelope shall contain Electronic Form-Technical with all relevant bid annexure of following, but not limited to, documents :
 - i. EMD (scanned copy).
 - ii. Receipt/Proof of the tender fee (scanned copy).
 - iii. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT.
 - iv. Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14 of Section 4 Part A
 - v. Integrity Pact (if applicable)
 - vi. Clause by clause compliance as per clause 11.2 of Section-4A
 - vii. Bidder's Profile & Questionnaire duly filled & signed.
 - viii. Non-Relation Certificate duly filled & signed.
 - ix. Undertaking & declaration duly filled & signed
 - x. Documents stated in clause 10 of Section-4 Part A.
 - xi. Tender/ Bid form- Section 9 Part A
 - xii. Electronic Form- Technical duly filled & signed
 - b) **Financial envelope** shall contain:
 - i) Electronic Form- financial along with Price Schedule with all relevant bid annexure

4. The following documents are required to be submitted offline (i.e. offline submissions) in original to DM (MMT), BSNL, C.O. 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi-110001 on or before the date & time of submission of bids in a sealed envelope, failing which the bid shall be rejected.

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

- i) EMD – Bid security (original copy) **OR** proof towards exemption.
- ii) DD/ Banker's cheque of Tender fee **OR** proof towards exemption
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.
- iv) Integrity Pact
- v) Pass-phrases in separately sealed envelopes.

5. Payment terms :

- a) 95% against acknowledged Delivery Challan.
- b) Balance 5% shall be released within 6 months from the date of supply of the equipment in case there are no damages/shortages.

Note 1:- All statutory taxes as applicable shall be deducted at source before payment.

6. Delivery Schedule:

- 6.1 The delivery of the goods and documents shall be completed by the Supplier within two phases ie 50% quantity (10 Lakh) in phase -I and 50% quantity (10 Lakh) in phase-II. The delivery schedule of each phase shall be 12 (Twelve) months from the date of issue of Purchase Order (PO) and supplier shall follow delivery schedule as given below:

First 2 months	:	Lead time for preparation for bidder
3 rd month	:	10%
4 th month	:	10%
5 th month	:	10%
6 th month	:	10%
7 th month	:	10%
8 th month	:	10%
9 th month	:	10%
10 th month	:	10%
11 th month	:	10%
12 th month	:	balance 10%

Note:-Ordering of phase-II will be done within 3 months of completion of last supplies of phase-I based on inventory available with BSNL. If P.O is not placed within 3 months time, part PBG against Phase-II supply may be released by BSNL.

- 6.2 The Purchase order is liable to be short closed at the end of the scheduled delivery period with the accepted supplies. No supplies shall be made or production be continued in anticipation of extension of delivery date.
- 6.3 The delivery schedule shall start simultaneously for all the circles against POs issued to the bidder.
- (i) Non-adherence of the above mentioned delivery period will attract imposition of Penalty for delayed supplies as mentioned in Section 5 Part A of the Bid document.
 - (ii) Status of actual supplies made every month shall be intimated on first day of the following month. Any slippage in the supplies from the committed supply schedule will attract imposition of penalty as per clauses clause 16 of Section 5 Part A under LD clauses.

7. Consignee:

The delivery of goods shall be made by the successful bidders to (i)All Circle Store Depot (CSD) of various Telecom Circles,(ii) SSA store depot namely Ahmadabad, Bangalore, Pune, Hyderabad, Ernakulum, Jaipur, Lucknow, Patna, Vadodara, Surat, Trivandrum,Thrissur, Kalyan, Nagpur, Chandigarh, Coimbatore. The consignee details of Circle /SSA Store Depots shall be specified in the PO.

AGM (MMX)

SECTION-3 PART-A

SCOPE OF WORK

- 1. General :** The two way speaker CLIP feature phone is required for use in its Landline connections .
- 2. Scope of Work:** The Scope of work under this tender is
 - a) Supply of Two way speaker CLIP Feature Phones.
 - b) Comprehensive Annual Maintenance contract for 3 years after expiry of one Year Warranty period.

Note 1:- The CLIP phones are to be supplied without battery.

SECTION-3 PART-B

TECHNICAL SPECIFICATIONS

S.No.	Item Description	Technical Spec. No.
1.	Two way speaker CLIP Feature Phones	The Technical specifications shall be as per TEC GR No. TEC/GR/CP/TEL-002/05/Jan-10 (excluding the features mentioned in Table-I below).

Note: The copy of the above said specification with latest amendment may be obtained from TEC, Khurshid Lal Bhawan, Janpath, New Delhi – 110001

- 1.0 The Technical specifications shall be as per TEC GR No. TEC/GR/CP/TEL-002/05/Jan-10 (excluding the features mentioned in Table-I below).
- 2.0 BSNL QA may issue TSEC certificates to bidders already having TSEC for 2004 GR by PQIA TSEC method against `GR No. TEC/GR/CP/TEL-002/05/Jan-10 excluding the features mentioned in Table-I below.

Table-I

Clause No.of GR	New GR(Jan-10)
3.1.1	It shall be possible to adjust the speech volume in minimum 3 levels meeting RLR values defined in Clause 4.1.1.1 at the maximum levels
5.3.2	The telephone instrument shall be capable of working in environmental conditions viz...
6	EMI/EMC Requirements as per EMI TEC GR TEC/EMI/TEL-001/01 Feb 2009
7.2.3	The protection measures against over voltages and over currents as specified in ITU-T recommendation K.21 shall be provided on line interface.
9.1.2	It shall be possible to display calling line identification(CLI) or incoming calls.It shall be possible to dial out from stored directory.
9.3.3	Dialing out Local/STD/Landline & Mobile calls: (b) CLI for received local call shall be saved in the memory with area code. It shall be possible to retrieve and dial the number without dialing area code, by pressing designated key(s).
9.8	(C) Protection: Adequate protections shall be incorporated to avoid accidental hazards to human life and exchange equipment due to AC leakage. The details of protection provided shall be indicated by the manufacturer. Adequate protections shall be incorporated for over voltage, under voltage and spikes.

10.2.1	The volume control range should span the value of RLR which is equal to that of the corresponding handset telephone, as well as an RLR value about 10db lower. The tolerance limit for RLR shall be as per Clause 9.2.1.1
10.1.2	The noise produced by the set in sending path shall not exceed -64dBPa (A).
10.2.2	The noise level shall not exceed -49 dBPa(A)

SECTION-3 PART C

SCHEDULE OF REQUIREMENTS (SOR)

1. DESCRIPTION OF STORES: as detailed in table below:-

S.No.	Item	Quantity
1	Two Way Speaker CLIP feature phone	20 Lakh (10 lakh- phase-I & 10 Lakh -Phase-II)

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS:

- (a) **"The Purchaser"** means the CMD, 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. ELIGIBILITY CRITERIA:

- 2.1. Refer to Clause 4 of Detailed NIT (Section 1).

3. COST OF BIDDING

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. DOCUMENTS REQUIRED

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

5. CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX & by Email to the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **21 days prior to the date of opening of the Tenders i.e. latest up to 16/07/2015.** Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded on ETS portal, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from ETS portal.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
- 5.3 The format in which the clarifications are to be sent via E-mail (soft copy in Excel format), on e-tender portal and FAX is as under:

S. No.	Section	Clause	Brief Description of the clause	Ref Page no. in bid	Comments of Bidder

6. 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. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise of the documents specified in clause 3 of tender information (Section 2).

8. BID FORM

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. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, custom duty, packing, forwarding, freight and insurance etc. but excluding Octroi /Entry Tax which will be paid extra as per actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract

as per the price schedule given in Section 9. 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:

- (i) The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, custom duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall be quoted separately item wise.
- (ii) The supplier shall quote as per price schedule given in section 9 for all the items given in schedule of requirement.

9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/system offered.

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

9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- b) Type Approval Certificate given by Telecom Engineering Centre (TEC)/ TSEC issued by the Quality Assurance Circle of BSNL or proof of having applied for TSEC (Copy of Form QF 103 be attached).
- c) Inspection Certificate issued by BSNL (QA) for execution of educational/ Commercial Order.(Not applicable)
- d) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
- e) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
- f) Documentary proof of applicable rate of ED/ CD/ Sales Tax/ VAT /Service Tax.
- g) Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally as per clause 12.7(c).
- h) Certificates from all Directors of the bidder stating that none of their near

relatives are working in BSNL in accordance with clause 34.

- i) Certificate of incorporation.
- j) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- k) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
- l) Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.
- m) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.
- n) Valid PAN No.
- o) Valid Sales/ Service Tax Registration Certificate No or exemption certificate No.

10.2 Documentary evidence for financial and technical capability

- a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.
- b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

10.4 The offered product has to be type approved before supplying to BSNL. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval. Or In case goods offered have already been type approved/ validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.

10.5 A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in the CLIP instruments etc. shall be original, new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.

11. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents, may be, in the form of literature, drawings, data etc. and the bidder shall furnish :

- (a) a detailed description of goods with essential technical and performance characteristics;

- (b) A clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications (Section-3) and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Technical Specifications (Section-3), Commercial Conditions (Section-5 Part A) and Special Conditions (Section -5 part B) shall not be considered.

11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(b) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY/EMD

12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 (NIT).

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. PERIOD OF VALIDITY OF BIDS

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

14. 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, 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 shall be executed by a person who has been authorized by the Board of Directors of the bidder company in this regard, on behalf of the Company/ institution/ Body corporate.
- (b) 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. A copy of the Partnership Deed (first, last and relevant pages) duly self attested by all Partners shall be attached.
- (c) 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.
- (d) In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.

15. SEALING AND MARKING OF BIDS:

- 15.1 The bid should be submitted as per Clause 3 of Section-2.
- 15.2 The bid shall be submitted online using single stage bidding and Two Envelope methodology under each package.

The first envelope (Techno-commercial bid): This envelope shall contain documents satisfying the bidder's eligibility / Technical & commercial conditions requirements. Second envelope will be named as financial bid containing price Schedule as per section 9.
- 15.3 Venue of Tender Opening: Specified in Clause 9 of detail NIT (Section 1).

16. SUBMISSION OF BIDS

- 16.1 Bids must be submitted online by the bidders as per instructions in Section 4 Part B not later than the specified date & time indicated in the covering letter.
- 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 deadline as extended.
- 16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the systems / equipment / packages as per requirement of the Bid Documents. He may include alternate offer, if permissible, as per the bid. However not more than one independent and complete offer shall be permitted from the bidder.

17. LATE BIDS

No bid shall be accepted online by the Electronic Tender System® (ETS) after the specified deadline for submission of bids prescribed by the purchaser.

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 14.
- 18.3 No bid shall be allowed for modification subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY PURCHASER

- 19.1 The purchaser shall open bids online in the presence of bidders or their authorized representatives who chose to attend, at time specified in Clause 7 of detail 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 bidders before they are allowed to participate in bid opening (A Format is given in section 7 (c)).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of opening.
- 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. 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 document 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 the stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining any further correspondence in this regard.

21. PRELIMINARY EVALUATION

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. as indicated in Col. 17 of the price schedule in the Section-9 Part I/II of the Bid-document. As stipulated in clause 9.1, Octroi/Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and

comparison of responsive bids. However, Octroi/Entry Taxes will be paid extra. as per actuals wherever applicable on production of proof of payment/relevant invoices/documents.

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

23. CONTACTING THE PURCHASER

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

24. PLACEMENT OF Purchase ORDER/Award of work

- 24.1 The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties / taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties / taxes will be paid to suppliers irrespective of their ranking viz.L1/L2/L3...etc keeping other levies & charges unchanged.

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

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- 25.1 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.
- 25.2 BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- 25.3 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity

26. PURCHASER'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 for full quantity of Phase-I & phase-II shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.
- 27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for

placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

28. SIGNING OF CONTRACT

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

29. ANNULMENT OF AWARD

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

30. QUALITY ASSURANCE REQUIREMENTS

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

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

31. REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a. Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b. Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.

- c. Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - d. While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e. Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f. Section-4 Part A clause 9.5 on discount which is reproduced below:-
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account"
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

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

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

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

33. Near Relationship Certificate:

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

34. 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.

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

Section 4 Part A

Appendix-1

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

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

3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
S.No	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	<ul style="list-style-type: none"> i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<ul style="list-style-type: none"> i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<ul style="list-style-type: none"> i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL . (b) for Quantity in excess of that supplied by Vendor to BSNL. (c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ' Set off ' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.

	<p>Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.</p>
	<p>Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p> <p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>
	<p>i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>
	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make</p>

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

10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con- td.	b) inspite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business: (a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question. (b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.

	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:- In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

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: As per Para 4 of DNIT.

2. TSEC:

The successful bidders who have applied for TAC/TSEC, a valid TSEC has to be produced within maximum 120 days from the date of opening(techno-commercial opening) of tender to make the bidder eligible for opening of financial bids. No request for extension beyond 120 days in any case shall be admissible. The EMD furnished by the bidder shall forfeited if such bidder fails to furnish the TAC/TSEC within this period and in no case the financial bids of such bidders will be opened .

3. E-Reverse auction:

The bidder shall be informed regarding base price given by BSNL at the time of e - reverse auction. Assuming the financial bids are opened for 'n' number of bidders, then only lowest (n-1) number of bidders, subject to 'n' being minimum five shall be eligible to participate in the e- reverse auction i.e. if there are more than four bidders whose financial bids are opened then only the highest H-I bidder shall be excluded from e-reverse auction bidding.

4. Bid Security

4.1 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 in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in Section-7 A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

5. Distribution of Quantity

5.1 BSNL intends to limit the number of bidders selected for ordering against this tender to maximum four bidders. The bidders for placement of order will be selected from the list of technically & commercially responsive bidders.

5.2 Distribution of quantity among the qualified selected bidders shall be as detailed below:

Table-A (Without provisions for MSE Units)

No. of bidder(s)	Quantity allotted to respective bidder (Col.2)			
	L1	L2	L3	L4
Four	40%	30%	20%	10%

Table-B (With provisions for MSE Units)

No. of Bidders	Quantity allotted to respective bidder (Col.2)				Qty earmarked for MSE bidder(s) (col.3)
	L1	L2	L3	L4	
Four	32%	24%	16%	8%	20%

Note-

(i) Table –B shall be followed if the tender has provision for reservations for MSE Units.

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

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

(iv) Out of 20% target of annual procurement from MSEs, sub target of 4% (i.e., 20% out of 20%) will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub target for procurement of earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs.

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

5.3 BSNL will have the right to increase or decrease upto 50 % of the quantity of goods and services specified in the schedule of requirement without any change in the unit price or other terms and conditions at the time of award of contract or upto 50% of the additional quantity can be ordered within 1 (one) year of the placement of advance purchase order and supplies obtained within the original scheduled delivery period

5.4 The circle-wise distribution of quantity among various bidders shall be as follows:

- i) If the quantity allotted to a circle is more than 1.5 lakh, all the four bidders have to supply in that circle.
- ii) If the quantity allotted to a circle is more than 0.5 lakh but less than 1.5 lakh, L1 , L2 & L3 bidders have to supply in that circle.
- iii) If the quantity allotted to a circle is less than 0.5 lakh, either of the four bidders have to supply in that circle.

5.5 Each bidder shall bid quote for one model (specifying the model name/number and details) for Two Way Speaker CLIP feature phone as per eligibility condition.

- 5.6 Bidder shall submit valid TSEC approval certificate or QF-103 and also its total production capacity per month.
- 5.7 The consignee shall be (i) All Circle Store Depot (CSD), (ii) SSA Store Depot namely Ahmadabad, Bangalore, Pune, Hyderabad, Ernakulam, Jaipur, Lucknow, Patna, Vadodara, Surat, Trivandrum, Thrissur, Kalyan, Nagpur, Chandigarh, Coimbatore.
- 5.8 The delivery of inventory (CLIP instruments) shall be made at Circle Store Depot as per (i) or SSA store Depot as per (ii) above by successful bidder as specified in the PO.
- 5.9 Each bidder shall bid quote for one model (specifying the model number and details) for TWO way Speaker CLIP Telephone instrument as per eligibility condition.
- 5.10 Bidder shall submit valid TSEC approval certificate or QF-103 and also its total production capacity per month.

SECTION –4 PART C

SPECIAL INSTRUCTIONS TO BIDDERS for E-tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL has decided to use the portal (<https://www.tcil-india-electronictender.com>) through TCIL, a Government of India Undertaking.

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

1. Tender Bidding Methodology:

Sealed Bid System – 'Two Stage - Two Envelopes', followed by 'e-Reverse Auction' after opening of Financial-part.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Users and assign roles on 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 Technical-Part
9. Post-TOE Clarification on ETS (Optional)
 - Respond to BSNL's Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of Financial-Part
(Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are 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 ElectronicTender® portal (<https://www.tcil-india-electronictender.com>). Vendor need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

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

TCIL Helpdesk/ ETS Helpdesk	
Telephone	(011) 2620 2699 (Multiple Lines) [between 9:30 hrs to 18:00 hrs on working days]
Mobile Nos.	98683 93717 / 98683 93775 / 98683 93792
E-mail ID	ets_support@tcil-india.com [Please mark CC: support@electronictender.com]

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

- (a) Procurement of Official Copy of Tender Document/ addendum
After the process of registration on ETS portal, those Bidders who have already procured Tender document offline from MM Cell, BSNL C.O, New Delhi or have downloaded it from BSNL website, would download the official copy of the same Tender Document/ addendum online from the e-tendering portal.
- (b) Online Submission of Bids
The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:
i) Submission of information about Bid Security/ Earnest Money Deposit (EMD) being submitted 'offline' on or before the date & time of submission of bids.
ii) Submission of digitally signed copy of Tender Documents/ Addenda
- Note:-"In case there is any discrepancy between information entered in the electronic form and that as per the supporting document uploaded, then information as per uploaded supporting document shall prevail over the information in the electronic form".
- (c) Submission of Two Electronic Envelopes
- i) Technical-Part
 - ElectronicForms-Mandatory
 - Main-Bid-Mandatory
 - Bid-Annexures (Optional)
 - ii) Financial-Part
 - ElectronicForms-Mandatory
 - Main-Bid-Mandatory
 - Bid-Annexures (Optional)

(Financial price schedule should be uploaded as Main Bid in this part and it should not be uploaded again in the Bid annexures. If a bidder does so then price schedule as per 'Main Bid' only, shall be taken into consideration during financial evaluation.

NOTE: Bidder must ensure that after above submissions & all other functional steps of the ETS portal the status of bid submission must become – "Complete". It should be

noted that only when 'Status pertaining overall bid submission' becomes 'Complete' then only the bid of a bidder appears in the Electronic Tender Box on ETS portal and can be opened by tender opening committee of BSNL. Even if a bidder submits some parts (as per ETS portal) of the online bid are submitted these will not be transferred to Electronic tender Box until all the steps are completed and 'Status pertaining overall bid submission' becomes 'Complete'. After status pertaining 'Status pertaining overall bid submission' becomes 'Complete' may generate a receipt for 'Confirmation of final bid submission' on ETS portal.

Bidders should refer to User Manual for SO (Supplier Organisation) in USER GUIDANCE link of ETS portal and follow all Do's and Don'ts and other essential settings & guidelines.

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

6. Offline Submissions:

The bidder is requested to submit the following documents offline to DM (MMT), BSNL Corporate Office, 2nd Floor, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security (Original copy).
2. DD/ Bankers cheque of Rs. 8,000/- drawn in favour of AO(Cash), BSNL CO, New Delhi, payable at New Delhi against payment of tender fee.
3. Power of attorney in accordance with clause 14.4 of Section-IV Part A.
4. Integrity Pact

Note-1: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexures during Online Bid-Submission also.

Note-2:-In case there is any discrepancy between information entered in the electronic form and that as per the supporting document uploaded, then information as per uploaded supporting document shall prevail over the information in the electronic form.

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. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ 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 Officer.

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) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on 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 tedium 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.

9. E-Reverse Auction

E-Reverse Auction would be conducted, subsequently after the opening of the Financial-Part. The bidder evaluated highest in the financial evaluation shall not be allowed to participate in the e-reverse auction, subject to-

- more than three bidders are found techno-commercial responsive. However, such bidder(s) shall be considered for the casting of inter-se ranking for award of the work. In case of MSE bidder(s), if the bidder(s) happen to be highest bidder but falls within the price band of L1+15% during financial evaluation before reverse auction, then such MSE bidder shall not be eliminated for e-reverse auction.

The following would be parameters for each e-Reverse Auction session to be conducted:

S. No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	2 Hours
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	5 Minutes
3.2	Time-Duration of Automatic extension	10 Minutes
3.3	Maximum number of Auto-Extensions	6 Automatic Extensions.
4	Criteria of Bid-Acceptance	'Beat on Starting last quoted Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity - Start-Price	L-1 of Col 14 [Unit price excluding duties and taxes CENVAT-able]of Price schedules as given in Section-9 plus NPV of CAMC for 3 years of CLIP phones, arrived after opening & evaluation of Financial bids.
6	Minimum Bid-Decrement	Rs 1/- (One Indian Rupee).
7	Display of 'Pseudo Identity' of Bidders during bidding period	To all Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current Rank	Yes

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

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant

links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

11. **Minimum Requirements at Bidders end**

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

12. **Vendors Training Program**

One day training (10:00 to 17:00) would be provided. Training is optional and shall be conducted only on request of bidders.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

Scheduled Date	Date of uploading of Tender document + 7 days
Venue	Meeting Room, 2 nd Floor, BSNL Corporate Office, Bharat Sanchar Bhawan, Janpath, New Delhi – 110001
Vendors Training Charges (Per Participant) per training day	Rs. 2,500/- (plus applicable Service Tax)
Mode of Payment of Fees	DD payable to M/s TCIL, New Delhi at New Delhi

SECTION- 5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1. APPLICATION

The General Conditions of Contracts provide the terms and conditions applicable to the Supplier for the supply of Goods and the provision of Services.

2. STANDARDS

The Goods and Services supplied under the 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 and/or Services or any part thereof in network of BSNL.

4. PERFORMANCE SECURITY

4.1 The Supplier (including small scale units who are registered with National Small Scale Industries Corporation under single point registration scheme) shall furnish Performance Security to the Purchaser for an amount equal to 5% of the value of Advanced Purchase Order & valid initially for a minimum period of 36 months further extendable as per requirement of BSNL, within 14 days from the date of issue of Advance Purchase Order by BSNL. PBGs against the quantities covered in the two stages of PO may separately be taken along with unconditional acceptance of APO.

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

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7B' of this Bid Document.

4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

4.5 After completion of supplier's performance obligations for Phase-I supplies, the part performance security against Phase-I supplies shall be released.

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 Section-2 (Tender information).
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.
- 6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. **TRAINING (Not applicable)**

- 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 his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.
- 7.3 The bidder shall provide all training material and documents.
- 7.4 Conduct of training of the purchaser's personnel shall be at the suppliers' plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

8. **INCIDENTAL SERVICES (Not applicable)**

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

9. **SPARES**

- 9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in clause 9 of Section. 4.
- (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
 - (b) In the event of termination of production of the spare parts, the supplier shall:
 - i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
 - ii) following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.
- 9.2 Over a period of three years starting from the date of final acceptance, the supplier shall supply, at his own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of his need.

10 WARRANTY

- 10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions 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 will be made as specified in Clause 5(a) of the tender information (Section-2). For claiming the payment on receipt of goods by the consignee, following documents are to be submitted to the paying authority.
- (a) Invoice clearly indicating break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, Freight/Packing Charges, Service Tax etc.
 - (b) Acknowledged Delivery Challan in original.
 - (c) Excise gate pass / invoice or equivalent document, if applicable.
 - (d) Inspection Certificate of QA(Payable copy in original)
 - (e) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
 - (f) Proof of payment of Octroi/ entry tax etc., if applicable.

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

11.2 The balance payment shall be released within 6 months from the date of supply of the equipment in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

11.2.1. 100% payment (in place of payment specified in Clause 5(a) of the tender information (Section-2) may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance 5% of the value of supplies [pacified in cluase11.2 above] valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall free from damages/shortages. In case purchaser intimates shortages/damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank guarantee shall be accepted at Circle Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Purchaser Order/Tender Document.

11.3 Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.

11.4 No payment will be made for goods rejected at the site on testing.

11.5 The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-

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

12 PRICES

12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.

12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
- (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
- (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

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

13 CHANGES IN PURCHASE ORDERS

13.1 The Purchaser may, at any time, by a written order given to a Supplier, make changes within the general scope of the Contract in any one or more of the following:

13.1.1.1.1 Drawings, designs or specifications, where goods to be supplied under the Contract are to be specifically manufactured for the Purchaser;

13.1.1.1.2 the method of transportation or packing;

13.1.1.1.3 the place of delivery; or

13.1.1.1.4 the services to be provided by the Supplier.

13.2 If any such change causes an increase or decrease in the cost and quantity of, or the time required for the execution of the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any proposal by the Supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14 SUBCONTRACTS

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

15 DELAYS IN THE SUPPLIER'S PERFORMANCE

15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right 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 impeding timely delivery of the goods and performance of service, the supplier shall:

(a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the

supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below :

- (b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.
- (c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.
- (d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
- (e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 D & E.

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

16 LIQUIDATED DAMAGES

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

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

- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without

prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case 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 Store has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.
- (b) 'QA' has cleared the equipment for dispatch within the contracted original delivery period.
- (c) The Supplier has carried out dispatch/ dispatched the equipment with in contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents

of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.

- (d) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.

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.

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 clause 15;

- 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 his 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.

19 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.

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 CMD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CMD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CMD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment 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 CMD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

20.3 The venue of the arbitration proceeding shall be the office of the CMD, BSNL, New Delhi or such other places as the arbitrator may decide.

21 SET OFF

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

22 INTIMATION OF SUPPLY STATUS

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

23 DETAILS OF THE PRODUCT

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

24 FALL CLAUSE

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

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

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

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

24.4 In case under taking as in Clause 24.3 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 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 Delhi only”.

SECTION – 5 PART- B

SPECIAL CONDITIONS OF CONTRACT

1. 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)
2. (i) The manufacturers (as clause 4.1 of eligibility criteria section -1), the bank guarantee for bid security or MSME certificate for claiming exemption from submission of bank guarantee against bid security as prescribed in clauses 12.1 & 12.3, Section 4 Part A of the bid documents and the Type Approval Certificate/TSEC/proof of submission of form B for TSEC for tendered items (as per clause 15.1 of Section 4 Part A) shall be submitted along with the Bids.
2. (ii) The bank guarantee so submitted shall be as per format given in Section 7 on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone and FAX numbers.

3.0 Quality Assurance and Testing:

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

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

- 4.0 However, a valid TSEC has to be produced within maximum 120 days from the date of opening (techno-commercial opening) of tender to make the bidder eligible. No request for extension beyond 120 days in any case shall be admissible.
- 5.0 In the event of any of the eligible bidder(s) except L-I bidder not agreeing to supply the tendered item or not being considered by BSNL for ordering, inter-se ranking of the vendors below the aforesaid bidder/ bidders will be recast to fill up the vacated slots. This will be done to ensure that the numbers of bidders supplying the CLIP phones remains same as earlier.
- 5.1 However, the purchaser reserves the right for placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 5.2 In case of any L-I bidder refuses to honour his bid for CLIP instruments, no order will be placed on him for any quantity and his entire EMBG/EMD amount

(Bid security) will be forfeited and the supplier will be debarred from participating in the BSNL tender for next two years.

6.0 AWARD OF CONTRACT (PLACEMENT OF ORDER)

- 6.1 The total quantity of CLIP instruments of 20 Lakhs shall be purchased in two phases i.e. in Phase-1 for 10 Lakhs CLIP instruments and in Phase-II for 10 Lakhs CLIP Instruments. The Purchase orders corresponding to Phase-II quantity shall be placed separately after assessing the inventory available at that time. However, APO shall be issued for the complete quantity of both phases.
- 6.2 In the event of any of the eligible bidder(s) except L-1 bidder not agreeing to supply the CLIP phones(s)/ stores or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders (below L-1 bidder) as per clause no 5 above will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders supplying the equipment remains same as earlier as per clause 5 above.
- 6.3 The bidder with the lowest evaluated price (L1) will be considered for placement of order for procurement of quantities mentioned at clause no 5 above, L2, L3 and so on will be considered for awarding the placement of order for procurement of quantities mentioned at clause no 5 above at the L1 rates.
- 6.4 The offer to L2 bidder shall be at the total evaluated price of the L1. The evaluated price schedule of the L2 bidder shall be recalculated by multiplying the individual tendered item(s) with a factor arrived at by dividing the evaluated L1 price by evaluated L2 price (herein after referred to as "de-rating"). The L2 may decline the offer without the risk of forfeiting its bid security.
- 6.5 The offer to L3 bidder shall be at the total evaluated price of the L1. The evaluated price schedule of the L3 bidder shall be recalculated by multiplying the individual tendered item(s) with a factor arrived at by dividing the evaluated L1 price by evaluated L3 price (herein after referred to as "de-rating"). Similar principle shall be applied for L-4, L-5 and so on bidders. The L3, L-4, L-5 and so on bidders may decline the offer without the risk of forfeiting their bid security.
- 6.6 In case L2 and/or L3 bidder declines to accept the offer, the offer shall be made to L3/L4 bidder and so on in the same manner as has been made to L2 and L3 bidder.
- 6.7 In the event of L2 and so on bidders refusing to accept the offer de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (subsequent APO) at L-1 price and shall perform the whole contract as envisaged in the tender document. In the event of L2 and so on bidders refusing to accept the offer de rated to the price of L1 bidder, the complete tendered quantity shall be supplied by the L-1 bidder as part of whole contract.
- 7.0 The delivery of the goods and documents shall be completed by the Supplier within 12 months from the date of issue of Purchase Order (PO). First two months are for lead period in case of initial / first PO to a bidder and evenly distributed supplies are expected in remaining ten months. However, the actual delivery schedule will be given in Purchase Order (PO) as per the schedule of delivery period specified in special conditions of the contract, Section 5 Part B of the tender.

7.1 For the PO(s) issued subsequently, to qualified bidders who have accepted the initial APO, against the quantities corresponding to L-2 or L-3 or L-4, if any, the such qualified bidder(s) shall be given 2 months lead period for the PO(s) corresponding to L-2 or L-3 or L-4 quantity.

7.2 In case L2, L3 or any other bidder backs out and the quantity is redistributed among rest of the eligible bidder, additional 3 months lead period in each case shall be given in such Purchase Order (PO).

8.0 EVALUATION:

8.1 The tender shall be evaluated as per following clauses. These clauses shall be read in conjunction with the relevant Evaluation Clauses mentioned in Section 4 Part A of the bid document.

8.2 The bidder shall quote the price for the CLIP phones and its CAMC charges separately as per format of Price Schedule given at Section-9.

8.3 The cost of CAMC shall be part of evaluation of the tender.

8.4 The bidder shall quote all inclusive Comprehensive AMC charges per year for three years. Service tax shall be paid extra as applicable. The quote for CAMC should be as a % (percent) of CLIP phone net cost and it is mandatory to quote yearly charges in Rs. in a column in Section-9 Part II (A) of tender document

8.5 Cost of CAMC for a period of 3 years mentioned in the price schedule shall be calculated to the Net present value (NPV) at a discounted rate of 12% per annum, as per the formula given below:

$$NPV= A1/(1+r/100)^2+A2/(1+r/100)^3+ A3/(1+r/100)^4$$

Here A1, A2, A3 are the AMC amounts for 3 years subsequent to the one year of warranty and "r" is the discounting rate of 12% per annum.

Note: For evaluation purpose discounting shall be done on annual basis at a discounting rate of 12% per annum.

8.6 In case, a bidder quotes the CAMC charges less than 3% of the net Cost of CLIP feature phone, for evaluation purpose, it will be taken as 3% of the price quoted in price schedule. However, the CAMC charges shall be paid to the bidder as per the quoted price only.

9.0 **PENALTIES :**

9.1 The Penalties shall be imposed circle wise.

9.2 The penalty for delay in supply of the CLIP phones shall be as per clause 16 of Section 5 Part A under LD clauses.

9.3 The penalties as applicable during AMC period shall also be applicable during the warranty period. Details of the penalties for AMC/warranty period are mentioned in the Clause 7 of Appendix –A (AMC agreement).

SECTION-5 PART-C
GENERAL CONDITIONS OF AMC

1.0 WARRANTY and COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

- 1.1 CAMC agreement to be signed by BSNL CO for complete quantity of CLIP phone supplied and payments shall be made by respective Circles for the quantities received by them.
- 1.2 Warranty of the CLIP phone shall start in two phases, first phase after the receipt of 5th batch and second phase after the receipt of 10th batch supply with the condition that the lot no.1 & 2 must be permanently engraved on the instruments for 1st to 5th batch and 6th to 10th batch respectively. The instrument gone faulty during the use, prior to start of warranty, will be handed over by BSNL to the vendor immediately.
- 1.3 A three years CAMC contract shall be entered with the respective supplier immediately after the expiry of warranty period.
- 1.4 Successful bidders shall have to enter into Post-warranty Comprehensive AMC agreement with the BSNL CO. The details of terms & conditions of CAMC are given hereinafter as Appendix – A.
- 1.5 If any bidder does not accept the CAMC rates finalized or refuses for entering into comprehensive annual maintenance agreements with BSNL, he shall not be considered for placement of P.O. for supply of the item.
- 1.6 The supplier shall make arrangements for repair of faulty instruments to meet the requirement of repairs and turnaround time mentioned in Appendix –A, Annual Maintenance Contract Agreement.
- 1.7 The purchaser reserves the right to blacklist a bidder who does not meet the maintenance/repair obligations as per the conditions of contract.

2.0 EVALUATION:

- 2.1 The tender shall be evaluated as per following clauses .These clauses shall be read in conjunction with the relevant Evaluation Clauses mentioned in Section 4 Part A of the bid document.
- 2.2 The bidder shall quote the price for the CLIP phones and its CAMC charges separately as per format of Price Schedule given at Section-9.
- 2.3 The cost of CAMC shall be part of evaluation of the tender.
- 2.4 The bidder shall quote all inclusive Comprehensive AMC charges per year for three years. Service tax shall be paid extra as applicable. The quote for CAMC should be as a % (percent) of basic cost of CLIP phone and it is mandatory to quote yearly charges in Rs. in a column in Section-9 Part II (A) of tender document

- 2.5 Cost of CAMC for a period of 3 years mentioned in the price schedule shall be calculated to the Net present value (NPV) at a discounted rate of 12% per annum, as per the formula given below:

$$NPV= A1/(1+r/100)^2+A2/(1+r/100)^3+ A3/(1+r/100)^4$$

Here A1, A2, A3 are the AMC amounts for 3 years subsequent to the one year of warranty and "r" is the discounting rate of 12% per annum.

Note: For evaluation purpose discounting shall be done on annual basis at a discounting rate of 12% per annum.

- 2.6 In case, a bidder quotes the CAMC charges less than 3% of the Basic Cost of CLIP feature phone, for evaluation purpose, it will be taken as 3% of the price quoted in price schedule. However, the CAMC charges shall be paid to the bidder as per the quoted price only.

3.0 **PENALTIES :**

- 3.1 The Penalties shall be imposed circle wise.
- 3.2 The penalty for delay in supply of the CLIP phones shall be as per clause 16 of Section 5 Part A under LD clauses.
- 3.3 The penalties as applicable during AMC period shall also be applicable during the warranty period. Details of the penalties for AMC/warranty period are mentioned in the Clause 7 of Appendix -A (AMC agreement).

APPENDIX – 'A'

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AGREEMENT FOR
2-WAY SPEAKER CLIP FEATURE PHONE**

This agreement is made on the _____ day of (Month and Year) between --- BSNL Corporate having its offices at _____ of Bharat Sanchar Nigam Limited, a company registered under the Companies Act 1956 having license to provide all types of telecom services and having its registered office at Bharat Sanchar Bhawan, Janpath, New Delhi -110001 (hereinafter called the BSNL) of the ONE PART AND M/s-----a company registered under the Companies Act 1956 and having its registered office at -----

----- (hereinafter called SUPPLIER which expression shall unless repugnant to the context include its successors in business, legal representatives and administrators or permitted assigns) of the OTHER PART for Comprehensive Annual Maintenance of 2 Way Speaker CLIP Feature phone supplied in ----- Telecom Circle.

WHEREAS BSNL has placed purchase order on the SUPPLIER vide No. ----- for supply of 2 Way CLIP Feature Phone along with accessories like cords, etc. hereinafter called Sets and it's comprehensive Annual Maintenance for three years.

WHEREAS as per the provisions of the Tender number ----- Dated----- (hereinafter called the "Bid Document") and P.O. No.----- dated ----- for----- Set in ----- Telecom Circle (a BSNL's Unit). The SUPPLIER of the set is contractually required to sign an agreement for Comprehensive Annual Maintenance Contract. (here-in-after called CAMC), for Post Warranty comprehensive maintenance of Feature phone Sets issued to the subscribers including lying in stock for repair.

WHEREAS the Agreement for CAMC has been prepared based on the relevant clauses of the said Bid Document/Purchase order.

WHEREAS the SUPPLIER has agreed to fully comply with all the provisions of the Bid Document /Purchase order, including those pertaining to CAMC after making himself fully conversant to fulfill the implications of the terms and conditions and specifications mentioned therein.

NOW THE AGREEMENT WITNESSETH as follow:

1. VALIDITY PERIOD OF THE CONTRACT:

- 1.1 This Agreement shall remain in force for three years from the date of completion of one year warranty.
- 1.2 Warranty of sets shall start from the date of receipt of the last batch of sets by the consignee in the Circle.
- 1.3 It shall be mandatory for the selected bidders to undertake the Comp. Annual maintenance contract for 3 years which shall come into effect from the date of signing of agreement at BSNL Corporate Office and shall remain valid for three years.

- 1.4 The term and conditions of the agreement except for payment of charges to the SUPPLIER shall also apply during warranty period including imposition of penalties except that no charges for services provided under Warranty/extended warranty shall be payable. Amount for penalties will be deducted from the pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply or CAMC or from the charges due for CAMC.
- 1.5 In addition to complying with all the terms and conditions recorded in the Bid Document, the SUPPLIER hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this Agreement and without any deviation or reservations of any kind.
- 1.6 Unless otherwise mentioned or appearing from the context, the Tender (Bid) Document and any clarifications thereof and the purchase order shall form part and parcel of this agreement, provided that in case of conflict or inconsistency on any issue relating to this Agreement, the terms set out in the body of this agreement with schedules and Annexure thereto shall prevail.

2. EXTENSION OF CONTRACT

Extension of this Contract shall be negotiable depending on the performance of the SUPPLIER during the initial term of THREE Years. However it shall be optional for BSNL not to enter into the CAMC agreement further, with the SUPPLIER.

3. SCOPE OF WORK:

- 3.1 During the period of CAMC, the SUPPLIER shall inter alia:
 - (i) Collect the faulty sets from SSA headquarters.
 - (ii) Diagnose the hardware and software faults.
 - (iii) Repair the faulty sets (i.e. both hardware & software faults) including supply of spare part at his own cost.
 - (iv) Replace the faulty set if repair is taking time/ not possible to maintain average efficiency.
 - (v) Deliver the repaired/replaced Sets at same place from where collected.
- 3.2 All the software upgrades required for maintenance of the Sets supplied shall be implemented free of cost for seven years by the SUPPLIER and Acceptance Testing of the same shall be got done by him through authority designated by BSNL for all the functions after implementation of software upgrades.
- 3.3 The SUPPLIER shall provide software upgrades, if any, to BSNL free of cost as part of the CAMC along with the maintenance procedures for these upgrades.
- 3.4 The SUPPLIER shall be solely responsible for the repair and up gradation of the faulty Sets (software/hardware) and its parts and BSNL shall not be liable to interact with any of the partners/collaborators or sub-contractors of SUPPLIER.

4.0 RESPONSIBILITIES OF SUPPLIERS:

- 4.1 The first line maintenance shall be done by authorized staff of BSNL by replacement of the faulty set with a readily available good one.

- 4.2 The SUPPLIER shall furnish the names, complete postal address, Telephone numbers and FAX numbers of all contact persons/representatives designated for repair and maintenance of CLIP instruments at the time of signing this Agreement as per Annexure-1.
- 4.3 The faulty Set shall be collected by SUPPLIER from SSA headquarters within shortest possible time.
- 4.4 The SUPPLIER shall arrange and ensure repair or replacement of the faulty sets, to the concerned site of BSNL within 4 weeks of the date of collection from BSNL site (SSA Headquarters) and getting it tested.
- 4.5 The 28 days time shall be calculated from the date of collection of the faulty Set by the SUPPLIER to the date of receiving back of the repaired / replacement of the same at the concerned BSNL site (SSA Headquarters). A maximum period of four (4) days over and above 28 days shall be taken as transit time inclusive of the date of handover to the supplier.
- 4.6 The replaced set in lieu of the faulty one shall be similar to the faulty one and have similar makings such as BSNL logo etc.
- 4.7 The SUPPLIER shall maintain a consolidated month wise receipt dispatch record of faulty Sets for a given station/city in the Circle. Such monthly status report, station-wise indicating number of sets pending for repair at the start of month, number of sets received during the month, number of sets repaired and returned to the concerned station, number of sets pending at the end of month shall be provided as and when called for.
- 4.8 For the purpose of uniformity in recording the date of receipt of faulty Sets, the pro-forma is annexed herewith as ANNEXURE-II which shall be filled up in duplicate and shall be sent back to the SSA concerned duly signed and stamped with date as a proof of receiving the Faulty Sets by the supplier. Similarly the BSNL duty officer shall issue duly signed and stamped with Designation after receipt of the Sets Repaired/Replaced. The date of receipt of Sets after repair/replacement shall also be recorded in the annexure-III. These Sets shall be got tested for satisfactory performance.
- 4.9 Average efficiency of the sets shall be 99 % of the total sets sent for repair under CAMC i.e not more than 1% of the total sets sent for repair in a year will be declared as RNP (Repair not possible) by the SUPPLIER under the contract. While calculating the number of RNP sets, the fractions shall be rounded off to the nearest integer.
- 4.10 All RNP declared sets shall be replaced by the SUPPLIER within the turn around time period. The reconciliation of RNP cases for all sets shall be done at the year end. The cost of upto 1% of such replaced sets shall be payable by BSNL. The cost of sets shall be as per latest approved price through tender or as per the PO under which this AMC is operative, whichever is lower.
- 4.11 Components / spares used by the contractor shall be from the sources which are approved, well established and passed through strict inward goods inspection by their inspection department passing through high power testers. This will be under quality assurance umbrella of BSNL.
- 4.12 BSNL shall review the performance in quarterly meetings with SUPPLIER.

4.13 Any Set required to be sent abroad for repairs shall be the responsibility of the SUPPLIER and BSNL shall not be responsible for this activity in any manner. However, replacement shall be provided to BSNL as per the turn-around time requirement of the agreement.

5. CAMC CHARGES & PAYMENTS:

5.1 The charges for CAMC will be as given in the Advance purchase order. A copy of the same will be made part of this agreement at the time of signing this agreement.

5.2 BSNL shall not pay any CAMC charges in advance. For the services rendered during the quarter year, the payment shall be made at the end of each quarter year at circle office after the submission of bills duly certified by the concerned unit.

5.2 All payments shall be made by the respective Heads of Circles under whose jurisdiction the concerned locations fall, based on the fault reports/recommendations received from the concerned SSA Incharge, after deducting penalties, if any. For this purpose, BSNL shall designate nodal officers at the respective circle headquarters. However, the Circles shall have to ensure the payments within one month from the date of receipt of invoices. If unsatisfactory report is not received within one (1) month of expiry of each AMC billing quarter, the Circle may assume that the performance is satisfactory and no obligations are pending.

5.3 BSNL reserves the right to adjust any over-payment of CAMC charges in any year, any time during the period of CAMC.

6.0 PENALTIES:

6.1 Incase the SUPPLIER fails to repair and deliver the repaired Sets to the concerned BSNL office within stipulated turn-around time of four week/28 days, he shall be liable to pay penalty at the rate of Rs.15/- per week per set for the entire period counted from the date of making over the faulty Sets in Nodal Repair Center to the actual date of delivery of the repaired set including Saturday, Sunday and holidays. Part of the week will be ignored. Capping on penalty will be 25% of the AMC value for the corresponding period of the AMC value for that period.

6.2 Any handset neither returned during the turn around time period nor declared as RNP (Repair Not Possible) within 60 days of its handing over to the designated courier/agency/center, an amount equivalent to 1.5 times the cost of equipment/ unit shall be levied from the supplier. This cost will not be counted as penalty, for the purpose of 25% cap on penalty as mentioned in above para.

6.3 The maximum penalty for CAMC shall be limited to the 1.5 times of cost of the handset.

6.4 If a Set handed over to BSNL after repairs, is found to be faulty or becomes faulty and intimated to the SUPPLIER within 30 days of its receipt such Sets shall be sent back to the SUPPLIER at his cost and the turn- around time shall be reckoned from original date of handing over of the Set, excluding the period for which the same was with BSNL.

6.5 The decision of officer in charge of the concerned site shall be final on the functional acceptability of the repaired Sets.

6.6 The penalty shall be deducted from the bills.

7. **PERFORMANCE SECURITY:**

7.1 The bidder shall submit a performance bank guarantee towards fulfillment of obligations under AMC, in BSNL Corporate Office equivalent to 2% of the cost of equipment as per P.O. or the first year AMC charge whichever is higher, in a prescribed Proforma. The PBG shall be submitted at least two months in advance of date of start of AMC. The PBG shall be valid for a period of three and half years to cover six months over and above the three years AMC period. The PBG shall be extendable for a further period as required if there is any delay in start of AMC for any reason. For the additional equipment, the amount of PBG shall be increased at the same rate as indicated above, within a time period of one month of the date of such equipment getting covered under AMC.

7.2 The performance bank guarantee shall remain valid for six month after the date of completion of three (3) years CAMC period.

7.3 The purchaser shall have the absolute right to forfeit the Performance Guarantee, valid at the time, for unsatisfactory performance of the SUPPLIER or for any non-compliance of any of the conditions of this Agreement.

7.4 The Bank Guarantee shall be discharged after successful completion of SUPPLIER's performance obligations under the Agreement and subsequent extension if any or in the event of any default in the execution of the Agreement by the SUPPLIER as per terms and conditions of the Agreement, the Bank Guarantee shall be invoked either in part or in full.

7.5 The Performance Bank Guarantee against the P.O. will be released only after submission of PBG against CAMC and fulfillment of other obligations of CAMC or P.O. which are pre-requisite for release of the PBG.

7.6 After completion of CAMC period, the satisfactory performance report by respective Circles shall be submitted by the Circles within three (3) months and accordingly PBG shall be released by BSNL. If within three (3) months Circles do not communicate unsatisfactory performance report, it shall be assumed that the performance of the bidder is satisfactory and no obligations are pending.

8.0 **FORCE MAJEURE:**

Neither the BSNL nor the CONTRACTOR shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of BSNL or the CONTRACTOR (as the case may be) including but not limited to fire (including failure or reductions), acts of God, acts to the public enemy, war, insurrections, riots, strikes, lockouts, sabotage any law status or ordinance thereof of any other local authority or any compliance therewith or any other causes contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty one days thereafter notify the above of the commencement and cessation of such contingencies, and if

such contingencies continue beyond three months both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

9.0 TERMINATION OF CONTRACT:

9.1 Failure on the part of SUPPLIER to comply with any of the clauses of this agreement shall constitute to be sufficient ground for termination of contract and the BSNL (purchaser) shall have the right to forfeit the Performance Bank Guarantee submitted by supplier.

9.2 If BSNL is not satisfied with the performance of the SUPPLIER during CAMC it reserves the right to terminate the AMC during its currency, after giving two months notice to the SUPPLIER and in such an event the vendor will hand over all the spares as indicated above.

10.0 DISPUTES & ARBITRATION:

10.1. In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the CMD, BSNL, New Delhi or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CMD, BSNL New Delhi or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CMD, BSNL New Delhi or the said officer is unable or unwilling to act as such the sole arbitration of some other person appointed by the CMD, BSNL New Delhi or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996 read with upto date amendment, if any.

10.2 There will be no objection to any such appointment on the ground that the arbitrator is BSNL Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as BSNL Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties to the agreement. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever the CMD, BSNL New Delhi or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

10.4 The venue of the arbitration proceeding shall be the Office of the CMD, BSNL New Delhi or such other Places as the arbitrator may decide.

10.5 Any party shall not use any information obtained from other party during the course of dispute resolution process under this clause for any purpose other than to resolve the dispute and such information shall not be used in any litigation.

10.6 Both parties shall use their best efforts in good faith and best intention to resolve disputes by mutual negotiation and consultation and shall settle amicably any dispute that may arise or relate to this agreement or a breach thereof. Pending resolution of a dispute, the supplier shall continue to fulfill its obligations under this agreement.

11.0 **SET OFF :**

11.1 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 or persons contracting through Government of India and set off the same against any claim of the Purchaser or BSNL or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the SUPPLIER with the Purchase or the BSNL or such other person or persons contracting through BSNL.

In witness whereof the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the day and year first above written.

Signed and Delivered for and on behalf of

BHARAT SANCHAR NIGAM LIMITED.

SUPPLIER

M/s _____

By _____
Shri/Smt. _____
(Name & Designation with seal)

By
holder of General
Power of Attorney
dated _____ exe-
cuted in accordance with the
Resolution
No. _____ dated _____
_____ passed by Board of Directors.

In the presence of

Place.....

Witness 1 :

Date

Witness 2 :

Details of Contact Person(s)

S.No	Name of the contact person	Postal Address	Telephone Numbers Minimum 2 nos.	Mobile No.	Fax No.	e-mail address
1						
2						
3						
4						
5						
6						
7						
8						

(Making over of Faulty Sets to SUPPLIER)

(In Duplicate)

Name of Circle:

Sl. No. _____

Name of SSA: _____

To,

The In-charge (Repair & Maintenance)

BY HAND

M/s.....

No. _____

Dated: _____

Sub: Repair of faulty Sets under Contract.

Kindly find enclosed herewith the no. of Sets as detailed below for repair and sending it back to _____ (Name and address of designated officer in SSA with Designation) at the earliest.

- 1. Feature Phone (sets): _____ Nos.
- 2. Accessories if any (with name): _____ Nos.

Kindly acknowledge the receipt.

(Name and Signature of the designated officer of the SSA)
(To be signed with Stamp and Date)

CONTRACTOR's Receipt

On behalf of _____ (Name of the CONTRACTOR). Received the items as detailed below for repair under contract:

- 1. Nos Feature Phone (sets) : _____ Nos.
- 2. 2. Accessories if any (with name): _____ No.s

For and on behalf of Name of the CONTRACTOR

(Name and signature of authorized representative Of Contractor)
(To be signed with stamp and Date)

Dated:-----

(Receiving back the repaired Sets from CONTRACTOR)
In Duplicate

Sl.No. _____

Name of authorized representative Of Contractor: _____
Name of Station _____

To
The In-charge/Duty Officer,

BY HAND

(Address with name of SSA)
No. _____

Sub: Repair of faulty Sets under Contract

Kindly find enclosed herewith the no. of Sets received from your SSA for repair/replacement. These are repaired / replaced as per details given below. The same may kindly be tested.

1. Feature Phone (sets) : _____ Nos.
2. Accessories if any (with name): _____ Nos.

Kindly acknowledge the receipt.

(Name and Signature of the Designated officer of the Contractor)
(To be Signed with stamp and Date)

BSNL's Report

On behalf of _____ (BSNL). Received the items as detailed below sent for repair under contract:

1. Nos Feature Phone (sets) : _____ Nos
2. Accessories if any (with name): _____ No.s

For and on behalf of Name of the In-charge/Duty Officer

(Name and signature of person)
(To be signed with stamp and Date)
Dated:-----

SECTION- 6 (A)

UNDERTAKING & DECLARATION Performa

for Understanding the Terms & Conditions of Tender & Specifications 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 contract at the rates quoted by us in the Tender form.
2. If I/ We fail to enter into the agreement & commence the contract in time the EMD/ SD deposited by us will stand forfeited to the BSNL.

B) The Bidder 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 pending with BSNL. In addition, BSNL may debar the Bidder from participation in its future Tenders.
3. No addition/ deletion /correction have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on website.

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

Date:

.....
Signature of Bidder along with date & Seal

Place:

Bidder.....

SECTION 6 (B)

NEAR RELATIONS CERTIFICATE

(Certificate to be given by the Bidder in respect of status of employment of his/ her near relative (s) in BSNL)

"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 Bidder
with date and seal

SECTION- 7(A)

For the BIDSECURITY/ EMD Guarantee

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

Dated: dd.mm.yyyy

Sub: Bid Security/EMD guarantee.

Whereas M/s office/at
(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 DGM (MMT) BSNL CO, Delhi (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

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

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

Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained:
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" 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

Section 7(B)

Format for the Performance Bank Guarantee (To be typed on Rs.100/- non-judicial stamp paper)

Sub: Performance guarantee.

Whereas AGM (MM) BSNL CO, Delhi office at
.....(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 DGM(MMT) BSNL CO, Delhi 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) BSNL CO" 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

SECTION 7 (C)

Format for Letter of Authorization for attending Bid Opening

(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.

SECTION 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

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.

Section 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 7 (F)

INTEGRITY PACT AGREEMENT

To be signed on plain paper by
Both BSNL and the Bidder

This Integrity Pact Agreement is made on ___ day of ____, 2011, by and between:
Bharat Sanchar Nigam Limited (BSNL) (hereinafter referred to as "The Principal")
And

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

Each of the Principal and the Bidder shall be individually referred to as the "Party" and collectively as the "Parties".

Preamble

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

B. In order to achieve these goals, the Principal will appoint an Independent External Monitor (as hereinafter defined) who will monitor the Tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.2 No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

1.3 The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.4 The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Corporate Vigilance Office of BSNL ("Corporate Vigilance Office") and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

2.1 The Bidder(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the contract execution.

2.2 The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in

exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.3 The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 6.2 The Bidder(s) will not commit any offence under the relevant applicable laws include the anti-corruption laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 6.3 The Bidder(s)/ will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 6.4 The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Tender, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Bid Security.
- 4.2 If the Principal has terminated the Contract in accordance with Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Performance Security in addition to any other payments as per terms and conditions of the Tender Document.

Section 5 – Previous transgression

- 5.1 The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Tender process.
- 5.2 If the Bidder makes any incorrect, contrary to the provisions of this Section 5, , he can be disqualified from the Tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/ Subcontractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders
- 6.2 The Bidder(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact Agreement.
- 6.3 The Principal will disqualify from the Tender process all bidders who do not sign this Integrity Pact Agreement or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, or Subcontractor, or of an employee or a representative or an associate of a Bidder, or Subcontractor, which

constitutes a violation of the terms and conditions of stated herein, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8 – Independent External Monitor

- 8.1 The Principal appoints competent and credible independent external Monitor for this Integrity Pact Agreement (“Independent External Monitor”). The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact Agreement.
- 8.1 The Independent External Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
- 8.2 The Bidder(s) accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the Principal including that provided by its sub-contractor. The Bidder will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to the subcontractors of the Bidder. The Independent External Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Subcontractor(s) with confidentiality.
- 8.4 Notwithstanding anything contained in this Section, the Bidder(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.
- 8.5 The Principal will provide to the Independent External Monitor sufficient information about all meetings among the Parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The Parties offer to the Independent External Monitor the option to participate in such meetings.
- 8.6 As soon as the Independent External Monitor notices, or believes to notice, a violation of this Integrity Pact Agreement, he will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Independent External Monitor can in this regard submit non-binding recommendations. Beyond this, the Independent External Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
- 8.7 The Independent External Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the ‘Principal’ and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 If the Independent External Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under Applicable Laws including relevant anti-corruption laws of India, and BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word Independent External ‘Monitor’ would include both singular and plural.

Section 9 – Term

- 9.1 This Integrity Pact Agreement shall commence upon the date of signature by BSNL and shall continue (a) for the Successful Bidder for a period of 12 months after the last payment has been made by the Principal to the Successful Bidder under the Contract, and (ii) for all other Bidders 6 months after the Contract has been awarded to the Successful Bidder (“Term”).
- 9.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact Agreement as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10 – Other provisions

- 10.1 This Integrity Pact Agreement is subject to the laws of India. The place of performance and jurisdiction is the registered office of the Principal, i.e. New Delhi. The arbitration clause provided in the Tender Document / contract shall not be applicable for any issue /dispute arising under Integrity Pact Agreement.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 Should one or several provisions of this Integrity Pact Agreement turn out to be invalid, the remainder of this Integrity Pact Agreement remains valid. In this case, the parties will strive to come to an agreement to their original intention.
- 10.4 Capitalised terms not defined in the Integrity Pact Agreement shall have the meaning assigned to it in the Tender.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :



SECTION- 8

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

A) Tenderer's Profile

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

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

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

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

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

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From,

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

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. dated the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of **150 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...

Witness
Signature.....
Name
Address
.....

Signature
Name
In the capacity of
Duly authorized to sign the bid for and on
behalf of

SECTION-9 Part-B

PART II (A)

Price Schedule for suppliers who will supply item indigenously

Sl. No.	Item description	Total Qty..	Ex-factory Price (Basic Unit Price exclusive of all levies & charges)		Excise Duty		Sales Tax		F. F. Pkg & I		Other levies & charges, if any	Unit Price (all inclusive (4+6+8+10+11))	Duties & Taxes CEN/VAT-able on unit price	Unit Price excluding Duties & Taxes CEN/VAT able (12-13)	Total Price Inclusive of all levies & charges excluding Duties & Taxes (3X14)	Discount offered, if any if any	Total discounted price excluding Duties & Taxes CEN/VAT-able (15-16)	E.D.Tariff Head	Import content(%)	Percentage (%) of Customs duty	Customs Tariff Head
			%	Amt	%	Amt	%	Amt													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
1	Two way speaker CLIP feature phone																				
2	CAMC Charges for Year 1 as % of total cost																				
3	CAMC Charges for Year 2 as % of total cost																				
4	CAMC Charges for Year 3 as % of total cost																				

Note :

1. "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date".
2. If annual maintenance contract charges are required to be quoted as per SOR, basic charges should be shown in column-4(in amount & %age) &the service tax in column 11&13.
3. "We hereby certify that E.D/Customs Tariff Head shown in column 18/21 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004".
4. The bidder shall quote separately for Hardware and software as per special conditions of contract.
5. The bidder submitted the offer with concessional E.D/sales tax shall submit the proof of applicable concessional ED/Sales Tax.
6. In case of difference between CAMC% & CAMC amount, the CAMC % shall prevail.
7. In case there is any discrepancy between information entered in the electronic form and that as per the supporting document uploaded, then information as per uploaded supporting document shall prevail over the information in the electronic form.

8.

PART II (B)
Price Schedule for suppliers who will supply item as Imported Items

Sl. No.	Item description	Total Qty..	Unit price per unit CIF		Custom Duty		Sales Tax		Pkg & Inland freight		Other levies & charges, if any	Unit Price (all inclusive) (4B+6+8+10+11)	Duties & Taxes CENVAT-able on unit price	Unit Price excluding Duties & Taxes CENVAT able (12-13)	Total Price Inclusive of all levies & charges excluding Duties & Taxes (3 X14)	Discount offered, if any	Total discounted price excluding Duties & Taxes CENVAT-able (15-16)	E.D.Tariff Head	Import content(%)	Percentage (%) of Customs duty	Customs Tariff Head
			%	Amt	%	Amt	%	Amt													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
1	Two way speaker CLIP feature phone																				
2	CAMC Charges for Year 1 as % of total cost																				
3	CAMC Charges for Year 2 as % of total cost																				
4	CAMC Charges for Year 3 as % of total cost																				

Note :

1. "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date".
2. If annual maintenance contract charges are required to be quoted as per SOR, basic charges should be shown in column-4(in amount & %age) &the service tax in column 11&13.
3. "We hereby certify that E.D/Customs Tariff Head shown in column 18/21 are correct & CENVAT Credit for the amount shown in column 13 above are admissible as per CENVAT Credit Rules 2004".
4. The bidder shall quote separately for Hardware and software as per special conditions of contract.
5. The bidder submitted the offer with concessional E.D/sales tax shall submit the proof of applicable concessional ED/Sales Tax.
6. In case of difference between CAMC% & CAMC amount, the CAMC % shall prevail.
7. In case there is any discrepancy between information entered in the electronic form and that as per the supporting document uploaded, then information as per uploaded supporting document shall prevail over the information in the electronic form.

THE END