

रत संचार नगम लमटेड **BHARAT SANCHAR NIGAM LIMITED**
(भारत सरकार का उ_यम **A Government of India Enterprise**)
ब_गलू दूरसंचार िजला **BENGALURU TELECOM DISTRICT**
ब_गलू **BENGALURU-560 001**

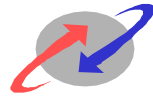
**Limited Tender Document for providing Comprehensive AMC for DELL
SERVERS installed at Data Centre, Jayanagar, in BGBA**



**O/o THE PRINCIPAL GENERAL MANAGER,
BENGALURU TELECOM DISTRICT (MM-SECTION),
V Floor, Telephone House
BENGALURU - 560 001**

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BSNL

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

BENGALURU TELECOM DISTRICT

^{5th} Floor, Telephone House, Raj Bhavan Road, Bengaluru-560 001.

SECTION – 1 (Part-A)

DETAILED NOTICE INVITING TENDER (DNIT)

1.0 Principal General Manager, BSNL, Bengaluru Telecom District invites Limited tender from eligible bidders for providing Comprehensive AMC for DELL SERVERS installed at data centre , Jayanagar in Bangalore Telecom District (for 1 year)

Name of the Item	Providing Comprehensive AMC for DELL SERVERS in Bangalore Telecom District (for 1 year)	
Tender Notice No. / Date	AGM MM/T-61/AMC DELL Servers/2022-23/02 @ BG -01 the 20.03.2023	
Scope of work	As per Section 3	
Estimated Quantity	Three No's for 1 years	
Estimated Cost of Tender (in Rs.)	₹ 1, 47,500/- [Rupees One Lakhs Twenty Five thousand only. (Tender fee Rs 590/-)	
Date / Time of Tender		<u>TENDER OPENING AT</u> <u>15:00 Hrs. of 14.04.2023</u>
	<i>Offline document submission upto</i> <i>13:00 hrs of 14.04.2023</i>	

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

2.0 Accessibility of Tender Document: Tender document can be obtained by downloading it from the website www.bangaloretelecom.com/
www.karnataka.bsnl.co.in.

Tender Document Fee: DD / Bankers cheque for an amount of Rs 590/- from Nationalized/ scheduled bank drawn in favour of **AO(Cash) HQ, BSNL, Bengaluru Telecom District** , payable at Bengaluru has to be submitted offline .

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

3.0 Sale of physical copy of tender Document: Not applicable

[BSNL has decided to use process of Limited tender send via email and post for inviting this tender and thus the physical copy of the tender will not be sold]

4.0 ELIGIBILITY CRITERIA FOR BIDDERS:

The Bidder should meet the following eligibility conditions & also have to produce Documentary proof for the same:

- 4.1** This invitation of bids is open to all the agencies that have been in AMC support services for Servers for past 2 years and have experience of working with Government (State or Central) /Defense /Multinationals/ PSUs/ Established firms in respect of providing AMC Support Services for such hardware.
- 4.2** The bidder should be Bidder authorized DELL partner[dealership certificate to be enclosed]
- 4.3** The bidder should have successfully executed commercial orders for AMC of Servers worth of ₹ 50,000 during the last 5 years (put together) considered from the date of publication of NIT, issued by BSNL or any reputed firms.
- 4.4** Performance certificate for having satisfactorily carried out the AMC Work issued by an Officer not below the rank of AGM /DE in BSNL/MTNL or Competent Authority in case of other organization(s) to be enclosed.
- 4.5** The tenderer should have GST Registration
- 4.6** The Bidder should have PAN No (In case of Partnership / Pvt Ltd firm PAN No of firm is required & in case of Proprietorship firm PAN No of proprietor is to be enclosed).
- 4.7** The bidder should have fully fledged office in Bengaluru to support timely service for activities within the scope of work. The Bidder shall furnish a self certification in this regard clearly mentioning the address of the location. BSNL shall reserve the right to verify the same by visiting the Bidder's premises.

5.0 Bidder's Security/ EMD:

5.1 The bidder shall furnish the bid EMD of ₹ 3000/- in one of the following ways.

- a) Demand Draft/ Banker's cheque drawn in favour of "AO (Cash) HQ BSNL, Bangalore Telecom District" Payable at Bangalore.
- b) Bank Guarantee from a scheduled bank drawn in favour Principal General Manager, Bangalore Telecom District, Bangalore, which should be valid for **180 days** from the tender opening date.

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

In case of NSIC/MSME, The copy of MSME/NSIC Certificate to be submitted offline.

6.0 Date & Time of Submission of Tender bid: Upto **14:30 hrs on 14.04.2023** (Tender closing date).

Note 2 : In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated in our website www.bangaloretelecom.com, www.karnataka.bsnl.co.in.

7.0 Opening of tender bids: At 15:00 hrs. Of 14.04.2023.

8.0 Place of opening of Tender bids:

8.1 BSNL has adopted Offline process

8.2 However, if required, authorized representatives of bidders can attend the TOE at the Meeting at O/o AGM (MM), Bengaluru Telecom District, 5th Floor, Telephone House, Raj Bhavan Road, Bengaluru-1. where BSNL's Tender Opening Officers would be conducting Tender Opening Event (TOE).

8.3 Authorized representatives of bidders can attend the tender opening event at the above mentioned address.

9.0 Tender bids received after due time & date will not be accepted by the office.

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

11.0 PGM, BSNL Bengaluru Telecom District 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.

12.0 The official copy of tender document for e-bidding process of E-tender shall be available for downloading from www.bangaloretelecom.com, www.karnataka.bsnl.co.in.

12.1 The bidder shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on www.bangaloretelecom.com, www.karnataka.bsnl.co.in.

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

Note 3: All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 4: All computer generated documents should be duly signed/attested by the bidder/ vendor organization.

AGM (MM),
BSNL, BGTD,
Bengaluru-01.

Section- 2
Tender Information

1.0 Type of tender : Limited tender Single Stage one cover.

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

2.0 Bid Validity Period / Validity of bid Offer for acceptance by BSNL : **150 days** from the tender opening date and can be extended.

3.0 The tender offer shall contain Single envelopes viz. Techno-commercial and financial envelope which will contain one set of the following documents only :

a) Techno-Commercial Envelop shall contain:

- i. EMD/Bid security/NSIC (scanned copy of DD or Bank Guarantee to be uploaded online & Original DD/bank Guarantee to be submitted offline)
- ii. All documents for eligibility
- iii. Complete tender document uploaded under digital Signature
- iv. Covering letter for the above.

b) Financial envelope shall contain:

- i. Price Schedule duly filled as per Section 9 Part B in BOQ

The following documents are required **to be submitted offline** (i.e. offline submissions) to AGM (MM), O/o PGM BGBA, BSNL, V Floor, Telephone House, Raj Bhavan Road, Bengaluru-560001, on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender)

1. EMD-Bid Security (original copy).
2. DD/ Bankers cheque of Tender fee

4.0 Not applicable

5.0 Payment terms:

5.1 100% payment will be processed by Cheque / ECS only, within 14 days from the date of submission of bills in triplicate serially machine numbered, duly certified by the Authorized person.

The payment would be in arrears at the end of every quarter of the year of AMC. No advance payment will be made.

5.2 The Bills are to be submitted to the consignee for further processing.

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

- a. Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
- b. Service reports duly signed by the Authorized Signatory.
- c. Proof of payment of GST, if applicable.
- d. Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

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

5.3 Further, in case of any dispute on the payment to be made to the supplier, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains.

Additionally, in case the dispute is not settled due to any act of the supplier and input credit on the said invoice is lost by BSNL, the same shall be recovered from the supplier

Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as and when asked for.

No Payment will be made for service NOT rendered.

5.4 The payments due to the contractor / supplier will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / supplier. Contractor / Supplier should submit the mandate form as in Annexure- 2 duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.**5.5** The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/supplier. The bidder company are required to give the following information for this purpose :-

- i. Beneficiary Bank Name :
- ii. IFSC Code of Beneficiary Branch:
- iii. Beneficiary Account No.:
- iv. Branch Serial No.(MICR No.) :

6. **Delivery Schedule:-** Not applicable
7. **Financial Evaluation :** The evaluation of the bids will be carried out on Lowest evaluated rate.
8. **No. of bidders to be awarded: One L-1 Bidder**
- 8.1 The purchaser intends to limit the number of technically & commercially responsive bidder to the **first one** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The bidder with the lowest evaluated price will be considered for 100% of the tendered quantity
- 9 **WORK ORDER WILL BE PLACED BY :** AGM(IT) , BGTD, BANGALORE-01
- 10 **PAYING AUTHORITY :** **CENTRAL SETTLEMENT CELL,**
O/o CGMT, KARNATAKA CIRCLE,
HALASURU, BANGALORE-560 008.
11. **Period of AMC :** One year from the date mentioned in the work order
12. **Validity of tender :** one years from date of start of AMC and may be Extended for 3 months on mutual consent.

सहा. महा. %बधक (साम. : %बधन)

Asst. General Manager (MM)

ब. द. जिला BGTD, बंगलV/Bengaluru-560 001.

Tel: 2286 0110 Fax: 2286 0109

SECTION-3
SCOPE OF THE CONTRACT

This tender is for providing Comprehensive AMC for DELL SERVERS installed at data centre jayanagar in Bengaluru Telecom District for 2 years

The intending bidders may inspect the DELL SERVERS and collect further information if any required from the SDE (Data Centre), jayanagar Telephone Exchange Bangalore Telecom District.

The payment would be in arrears at the end of every quarter of the year of AMC. No advance payment will be made.

1) Scope of work:

The successful tenderer will be required to Maintain the DELL Servers installed at Data Centre in jayanagar, Bangalore Telecom District, This is a Comprehensive maintenance. The terms of AMC for all the Maintenance Contract including Hardware components (including SLA terms) shall be based on the terms and Conditions of this tender. The contractor shall not state or insist on his own terms or conditions for AMC. The contractor should co-ordinate with **Data centre**, BGTD, for the successful implementation of the contract. He should provide a single point of contact for dealing with all incidents, with a clear escalation matrix for resolution of issues.

2) The maintenance service shall provide the following:

- i. 24*7 service to diagnose the system faults and provide necessary rectifications
- ii. To repair / replace the faulty components of the equipments without any extra cost.
- iii. To carry out periodical preventive maintenance.
- iv. To upkeep the software periodically.
- v. To upgrade the software products to the latest version required.
- vi. To perform health checks up assessment of the hardware monthly once.

3) Response Time and Response Time Credits:

The contractor will have a response time of two hours or less notifying the need for immediate maintenance services by BSNL, BGTD. The contractor shall have the ability to restore the service within three hours of the notifications. If the contractor's maintenance personnel fail to arrive at a site requiring such services within the designated response time of three consecutive hours, the contractor shall grant a credit to BSNL, BGTD. The amount of credit shall be accumulated for the month and adjusted to the nearest hour. Each hour in excess of the specified response time shall be computed at the rate of one thirteenth of the monthly full service maintenance agreement charges for all the components under the proposed contract..

4) Down Time Credits:

A down time credit shall be granted to BSNL, BGTD for faults that could not be rectified within three hours. If the faults which are not due to negligence of BSNL, BGTD cannot be rectified for a period of three consecutive hours, BSNL shall be granted a credit towards monthly maintenance. For each hour of down time, credit shall accrue @ 2% of the AMC charges for that quarter and maximum of 20%. Down time shall commence beyond three hours from the time of initial notification. The credit for component down time shall be adjusted to the nearest half or whole hour.

5) Maintenance and Repair Logs:

The contractor shall keep maintenance and repair log for recording each incident of equipment malfunction as well as date time and duration of all maintenance and repair work performed on the equipment. Each unit of equipment worked on shall be identified by Serial No. A description of the malfunction as well as the remedial action taken to restore the equipment to proper operation shall be provided. The contractor and the BSNL officer responsible shall sign the report with one copy to be retained by BSNL, BGTD. All response time and down time credits to BSNL shall be based on this jointly signed document. Failure to provide BSNL with properly completed and signed documents shall render any claims by the contractor invalid.

6) Maintenance Personnel / Infrastructure:

Maintenance of the hardware shall be performed by qualified maintenance engineers totally familiar with the equipment and with adequate experience to handle all the proprietary equipments of the manufacturers. The contractor will have sufficient support infrastructure at Bangalore and ensure availability of adequate personnel at Bangalore to handle all support issues. The vendor should have sufficient infrastructure for servicing, maintenance of the equipment in India. However, faulty equipments on intimation should be collected from site at their own cost for repair and servicing if not repairable at site.

7) Equipment Replacement:

If any unit of equipment fails to perform or the total number of inoperative hours exceed twenty seven hours over a period of three consecutive calendar months, the contractor shall at the option of BSNL provide either a backup unit of equipment & onsite technical support at no additional cost or replacement of the malfunctioning units of the equipment with a functionally equivalent unit in good operating condition at no additional cost to BSNL. In this case the accrued response time credits and down time credits will be transferred to this equipment.

8) Preventive Maintenance:

Preventive maintenance when required shall be scheduled by BSNL and the contractor at a mutually agreeable time. In the event that BSNL decides that equipment performance warrants an increase or decrease in frequency of hours, the contractor shall so increase or decrease such maintenance provided such a request is reasonable. The monthly health check up assessment of the hardware at a mutually convenient time will be part of the preventive maintenance.

9) Termination:

BSNL, BGTD may elect to terminate the maintenance services at any time upon 3 months written prior notice to the contractor. If BGTD at its option feels that some of the equipments are no longer required to be maintained for reasons like obsolescence etc., they may withdraw them from AMC during the contract period. BGTD may at its option enter into AMC for partial period for those equipments whose warranty expires during the contract period.

10) Security:

The contractor shall ensure that their personnel will at all times comply with all the security regulations in effect from time to time at BSNL premises and for materials belonging to BSNL. The contractor shall acknowledge that all material and information which comes into their possession or knowledge in connection with this contract or the performance thereof consists of confidential and proprietary data, whose disclosure to third parties will be damaging or causing loss to BSNL and shall agree to hold such material and information in strictest confidence and not to make use thereof other than in performance of this agreement, to release it only to employees requiring such information and not to disclose it to any third party. The contractor will take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this contract is fully satisfied.

12) Process Details:

The detailed process flow for notifying and follow-up of incidents along with the contact information of call centre and the concerned personnel for escalation of issues should be enclosed with the Technical bid.

Details of the DELL Servers

SI.No.	DELL POWER EDGE SERVER SI.No.	Used for
1.	G3CDZ18	BGTD Intranet Server
2.	F3CDZ18	SMS Server
3	HGGT228	Hot backup for Intranet and SMS

Section 4 (Part A)

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS:

- a. **“The Purchaser”** means the Bharat Sanchar Nigam Limited, Office of the Deputy General Manager (MM), Bengaluru Telecom District, 5th floor, Telephone House, Rajbhavan Road, Bengaluru-560 001.
- b. **“The Bidder”** means the individual or firm who participate in the tender and submits its bid.
- c. **“The Vendor/Contractor”** means the individual or firm providing Services under the Contract.
- d. **“The Goods/Services”** means Services like maintenance of BTS Sites which the vendor is required to provide to the Purchaser under the Contract.
- e. **“The Advance Purchase Order/Letter of Intent”** means the intention of the Purchaser to place the work Order on the bidder.
- f. **“The Purchase Order/Work Order”** means the order placed by the Purchaser on the vendor signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase/Work Order shall be deemed as “contract” appearing in the document.
- g. **“The Contract Price”** means the price payable to the vendor under the Purchase/work Order for the full and proper performance of its contractual obligations.
- h. **“Validation”** is a process of testing the equipment as per the specifications including requirements for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- i. **“Successful Bidder(s)”** means the bidder(s) to whom work in this tender is awarded

2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to clause 4 of Section 1 part A i.e. Detailed NIT

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED:

- 4.1** The required maintenance Service; bidding procedures & contract terms and conditions are prescribed in the bid documents

The Bid Documents include:

- a) Detailed Notice Inviting Tender (Section 1 Part A)
- b) Tender Information (Section 2)
- c) Scope Of Services (Section 3)
- d) General Instructions to bidders (Section 4 Part A)
- e) Special instructions to Bidders for Limited Tendering (Section 4 Part B)
- f) General (Commercial) Conditions of Contract (Section-5 Part A)
- g) Undertaking & Declaration [Section -6 (A,B & C)]
- h) Near Relationship Certificate [Section 6(D)]
- i) Proforma for Bid security/EMD Guarantee [Section 7(A)]
- j) Performance Guarantee [Section 7(B)]
- k) Letter of authorization to attend bid opening. [Section 7(C)]
- l) Bidder's/ Tenderer's profile & Questionnaire (Section 8)
- m) Bid Form (Section-9 Part A)
- n) Price Schedule (Section-9 Part B)
- o) Declaration (Annexure-I)
- p) Vendor Creation Form (Annexure-II)
- q) Pre Receipt(Annexure-III)
- r) No Modification Certificate(Annexure-IV)
- s) Proforma Power of Attorney (Annexure-V)
- t) Sole Proprietorship Firm Affidavit

- 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 bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.**

5.0 CLARIFICATION OF BID DOCUMENTS:

- 5.1.** The prospective bidder, requiring any clarification on the bid documents shall notify the purchaser in writing or Email or by FAX at 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 **not later than 10 days prior to the date of opening of the Tenders.**

- 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 may amount to an amendment of relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS:

6.1 At anytime, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

6.2 The Amendments issued will be published in website www.bangaloretelecom.com, www.karnataka.bsnl.co.in.

6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID:

a) Kindly refer to clause 3 of Section 2 i.e. Tender information

8.0 BID FORM:

The Bidder shall complete the Bid Form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods/services to be supplied, brief description of the goods, quantity and prices as per Section 9 Part A.

9.0 BID PRICES:

9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Custom Duty, Goods & Services Tax on packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

9.2 a) The Basic Unit price (Ex-Factory Price) of the goods, CIF, Assesible Value, BCD, Cesses, IGST, Freight, Forwarding, Packing, Insurance, GST(CGST, SGST, IGST) on Freight already paid or payable by the supplier shall be quoted separately item wise. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

b) The supplier shall quote as per price schedule given in Section 9 part B for all the items given as per section 3.

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

9.4 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".

9.5 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 applicable. 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.

9.6 Any information related to the prices of the material shall appear in the section 9 part B

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

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

- a. Certificate of Incorporation/Firm registration certificate
- b. Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be (In case of sole Proprietorship, an affidavit to be furnished that "he is the sole proprietor of the firm and he is accountable to all tax liabilities of the said firm." (It should be on Non judicial stamp paper duly attested by a Notary public or registered before sub Registrar of the state(s) concerned.)
- c. Latest resolutions in case of any change in partners /Directors.
- d. GST Registration certificate
- e. Valid PAN certificate (in case of Partnership/private limited firm PAN number of firm is required & in case of Proprietorship firm PAN number of proprietor is to be enclosed)
- f. 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).
- g. Near Relationship Certificate in accordance with clause 34 as per format available in Section 6(B) (In case of proprietorship firm, Certificate to be given by the proprietor, For partnership firm certificate to be given by all partners, and in case of Limited Company , certificate to be given by all Directors of the Company)
- h. Latest and valid NSIC Certificate duly certified by NSIC.(if applicable)
- i. No modification Certificate in case of website downloaded document.
- j. Duly filled Bidder's/Tenderer's Profile as per section 8
- k. Declaration in the format given in Annexure-1, that the firm has not been blacklisted.
- l. Undertaking & Declaration as per Section 6(A)

10.2 Documents that are required for fulfilling eligibility condition as per Clause 4 of detailed NIT, Section 1

11.0 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS: NOT APPLICABLE

12.0 BID SECURITY/(EMD):

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

12.2 The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small &

Medium Enterprise for the tendered items will have to be attached alongwith 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.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

13.0 PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for **150** days from the date of opening of (Technical) bids prescribed by the purchaser, pursuant to Clause 19. **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.**

14.0 FORMAT AND SIGNING OF BID:

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

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

14.3 Power of Attorney

(a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

(b) The power of Attorney shall be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.

(c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

(d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS: (The bid shall be 'Single Stage Bidding & Two e-envelope system)

15.1 The bid should be submitted as per clause 3 of tender Information.

The bid should be submitted in OFFLINE mode using Two Envelope methodology. The **first Envelop in e-format will be named as Techno-commercial bid which will contain the documents of bidder's satisfying eligibility /technical & Commercial Conditions as per clause 4 of Section 1 part A & 10 of Section 4 part A with Bid security as per clause 12 of Section 4 Part A and document fee in the form of DD/Bank Guarantee.**

The **second envelop in e-format will be named as Financial bid containing Price schedule as per Section 9 Part B.**

The bidder should furnish all the above documents for establishing the bidder's eligibility whichever is applicable as per terms & conditions. The bids are liable to be rejected if the required documents are not submitted.

15.2 VENUE OF OPENING: O/o AGM (MM), BGTD, 5th Floor, Telephone House, Bengaluru-1.

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

16.0 SUBMISSION OF BIDS:

- 16.1** Bids must be submitted by the bidder on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.
- 16.2** The Purchaser may, at his discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- 16.3** The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the system/equipments as per required of the bid documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17.0 LATE BIDS:

- 17.1** Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1** The bidder may modify or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2** The bidder's modification, revision or withdrawal notice shall be authenticated as per clause 15.
- 18.3** Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER:

- 19.1** The Purchaser shall open Bids, in the presence of bidders or their authorized representatives who choose to attend at due time on due date. The bidder 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 enclosed Section 7 C).
- 19.2** A maximum of TWO representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 19.3** The Bidders name, Bid prices, modifications, Bid withdrawals and such other details as the purchaser at its discretion, may consider appropriate will be announced 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 and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS :

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

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

21.0 PRELIMINARY EVALUATION:

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

21.2 Arithmetical errors shall be rectified on the following basis. 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 vendor does not accept the correction of the errors, its bid shall be rejected.

21.4 Prior to the detailed evaluation, 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

22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause 21.

22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered along with all applicable Taxes, packing

Forwarding Freight & Insurance charges etc. as arrived in Col. 14 of Price schedule in Section 9 Part-B Part-I (Indigenous items) and Col 22 of Price schedule in Section 9 Part-B Part-II (Imported items) of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes (if any) applicable on the movement of Goods

- a. Duties, taxes & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO.
- b. Suppliers should furnish the correct HSN / SAC classification /Customs tariff Head in the price Schedule. If the credit for the Duties ,Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority
- c. In case the Duties ,Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties ,Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties ,Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- d. The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications..
- e. If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties ,Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties ,Taxes and Cesses will be deducted from the payment due to the firm
- f. If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties , Taxes and Cesses will be deducted from the payment due to the supplier.
- g. If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

23.0 CONTACTING THE PURCHASER:

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

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

24.0 PLACEMENT OF ORDER;

24.1 The Purchaser shall consider placement of orders only on those eligible bidders whose offers have been found technically, commercially and financially acceptable

24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price.

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

25.0 PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

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

(b) BSNL also reserves the right for placement of additional order upto 50% of the additional quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of acceptance of APO at the same rate negotiated (downwardly) with the existing vendors considering 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 & fresh.

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

26.0 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 the Purchaser's action.

27.0 ISSUE OF ADVANCE PURCHASE ORDER/LETTER OF INTENT:

- 27.1** The issue of advance purchaser order/Letter of Intent 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 advance purchase order/Letter of Intent, give his acceptance along with performance security in conformity with the bid document at Section 7B.

28.0 SIGNING OF CONTRACT:

- 28.1** The issue of Purchase/Work 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 bidder whose EMBG/EMD shall be released only after the finalization of the tender.

29.0 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 27 & 28 shall constitute sufficient ground for the annulment of the award and 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.

30.0 QUALITY ASSURANCE REQUIREMENTS [NOT APPLICABLE]**31.0 REJECTION OF BIDS:**

- 31.1** While all the conditions specified in the Bid Documents are critical & are to be complied, special attention of bidder is invited to the following Clauses of the bid documents. **Non-compliance of any one of which shall result in outright rejection of the bid.**
- a) **Clause 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 4 of Section 1 Part A & 10 of Section 4 part A :** If the eligibility conditions as per Clause 4 of Section 1 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) **Section-9 P a r t B Price Schedule:** Prices are not filled in as prescribed e-format in price schedule.
 - d) **Section-4 Part A clause 9.5 on discount which is reproduced below:-**
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

- 31.2** Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3** Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4** The In-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of Tender opening and number of representations received in Bid opening by 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
- 32.0 PURCHASER'S RIGHT TO DISQUALIFY:**
Purchaser reserves the right to disqualify the vendor for a suitable period (not less than One year & not more than 2 years) who habitually failed to supply the goods in time. Further, the vendors whose goods do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (Not less than One year & not more than 2 years) as decided by the purchaser.
- 33.0 PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS:**
Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/RFPs of BSNL for a period of two years in case he fails to honour his bid without sufficient grounds.
- 34.0 NEAR-RELATIONSHIP CERTIFICATE:**
- 34.1** 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 and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the State. 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 the purchaser will not pay any damage to the company or firm or the concerned person.

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

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

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

34.4 The format of the certificate to be given in Section 6 (B)

35.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES:

"The bidder will verify the genuineness and correctness of all documents & 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 the requirement of the tenders conditions if any document/paper /certificate submitted by the participant bidder is found to be false / fabricated /tampered/ 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. & 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.

Appendix-1 to Section 4 Part A

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor.
	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 <u>Goods and Services Tax</u> , 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	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 : a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors. b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	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.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

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

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 con- td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material 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 the already supplied items work. 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). 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. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
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.

11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/Goods and Services Tax / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(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.</p> <p>(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.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(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.</p>	<p>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.</p>
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>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.</p>		

**SECTION –4 PART B
SPECIAL INSTRUCTIONS TO BIDDERS FOR Limited TENDERING**

General:

These Special Instructions (for Limited Tendering) supplement 'General Instructions to Bidders' (GIB), as given in Section-4 Part A of the Tender Documents. Submission of Bids is received as offline mode.

The tender will be published in Karnataka telecom.com from which the prospective bidders can download and apply.

1 SEALED TENDER

Tenders shall be submitted in Wax / PVC tape sealed covers super scribed prominently as: "LIMITED TENDER FOR Comprehensive AMC of DELL SERVERS in Bangalore Business Area" and addressed to Assistant General Manager (MM), 5th Floor, O/o PGM BGBA, Telephone house, Raj bhavan Road, Bangalore 560001. (Karnataka) hereinafter referred to as the DESIGNATED OFFICER. Tenders received without proper sealing are liable to be rejected.

DUE DATE AND MODE OF SUBMISSION

Tenderer shall ensure that the sealed tenders reach the Designated Officer on or before date and time mentioned in NIT by depositing in the sealed Tender Box kept in the office of the Designated Officer. Tenders will not be accepted from the tenderer or from their representative IN PERSON by Designated Officer.

The SD & Bid form fee as mentioned in NIT in the form of DD, separately drawn from nationalized/scheduled bank in favour of A.O.(Cash), BSNL, O/o PGM BGBA Bengaluru, to be submitted in a sealed envelope super scribed as "BID FEE & SD". The documents as specified in clause no. 12 of Sec I of this tender document along with the Bid document duly filled and signed to be enclosed in second sealed envelope super scribed as "LIMITED TENDER FOR Comprehensive AMC of DELL SERVERS in Bangalore Business Area "

The Finance bid prepared as per Sec IX to be submitted in a separate sealed cover.

The above said three sealed envelopes to be kept in fourth main envelope, super scribed as "LIMITED TENDER FOR Comprehensive AMC of DELL SERVERS in Bangalore Business Area" and addressed to Assistant General Manager (MM), 5th Floor, O/o PGM BGBA, Telephone house, Rajbhavan Road, Bangalore 560001 (Karnataka). **All the three envelopes should be Wax/ PVC tape sealed.**

The Sealed Tenders will be opened on the date and time as mentioned in NIT in the presence of the attending bidders or their authorized representatives. Tenders received after the due date and time will not be entertained. No acknowledgement will be issued by Bangalore BGBA.

2 SCOPE OF WORK

The successful tenderer has to provide the Comprehensive AMC of DELL SERVERS in Bangalore Business Area as per technical specifications mentioned at section-III of bid document at approved rate.

3 PRESCRIBED FORMAT ONLY

Tender offer shall be submitted in the prescribed format enclosed at section V only. Tender offers not adhering to the prescribed format are liable to be rejected. Over-writing in the tender may render the TENDER invalid.

Corrections if any should be made after scoring out the old entry. The person authorized to sign the Tender should duly attest all the corrections with full signature.

4 SIGNING OF PAGES

All the pages of the tender document, including its annexure are serially numbered. Bidder / Authorized person signing bid has to sign with seal at the end of each page.

5 SIGNATORY FOR THE TENDER

Tender document shall be invariably be signed by the duly authorized representative of the firm/company tendering and the firm/company shall be responsible for the satisfactory completion of the contract. The signatory shall indicate the capacity in which he/she is signing the tender and enclosed proof of being authorized signatory of the firm/company, along with the tender.

6 ADDITIONAL / AMBIGUOUS CONDITIONS Etc. NOT PERMISSIBLE.

Tenderers shall not stipulate any additional conditions other than those stipulated by this office in this tender and its annexure. If any tender contains such additional conditions which are at variance with the conditions of this tender or are in any way ambiguous or vague or uncertain or contains any price variation clause, the PGM BGBA, Bangalore reserves the right to reject such tender summarily.

7 RATES

The bidder has to quote rates (Section-IX) inclusive of all taxes, levies, packing charges, freight charges, etc. **excluding GST**. The bills / invoices raised by the contractor for the supply of the material under the contract shall not be higher than the rates finalized under the contract and the finalized rates are fix during the contract period.

8 TAXES, DUTIES, TOLLS, ETC.

The rate quoted in the prescribed format (Section-IX) shall include all levies, taxes, packing charges, freight charges, duties, transportation, toll tax, etc. **excluding GST**.

9 EARNEST MONEY DEPOSIT

The bidder has to submit a declaration as per Clause E, Section-VII

10 FORFEITURE OF PERFORMANCE SECURITY DEPOSIT

The Performance Security will be forfeited if

- i) The tender is withdrawn by the bidder before its finalization.
- ii) If the successful bidder fails to perform the purchase order placed on him/her within the stipulated time specified, to the extent of non-performance.
- iii) If not signed the agreement within the specified date.

11. Copy of PAN Card is to be attached with the tender offer.

12. SUBMISSION OF BIDS

The list of documents to be enclosed is as mention in clause 12 of Section-I

SECTION-5 (part-A)**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

- 1. APPLICATION:**

The general condition shall apply in contracts made by the purchaser for the procurement of goods.
- 2. TERMS and CONDITIONS:** The services provided under this contract shall conform to terms and conditions as prescribed in the special conditions mentioned in Section-3 Part A.
- 3. PATENT RIGHTS:**

The vendor shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.
- 4. PERFORMANCE SECURITY:**
 - 4.1 "All Suppliers (including MSEs who are registered with the designated MSME bodies like National Small Scale industries Corporation etc.) shall furnish performance security to the purchaser for an amount equal to 3% of the value of Advance Purchase Order within 14 days from the date of issue of advance purchase order by the purchaser".
 - 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
 - 4.3 The performance security Bond shall be paid in follows Ways:
 - a) Demand Draft/ Banker's cheque drawn in favour of "AO (Cash) HQ, BSNL Bangalore Telecom District" Payable at Bangalore
 - b) Bank Guarantee from a scheduled bank and in the Proforma provided in 'Section -7B of this Bid Document.{valid for 30 months}
 - 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations, including any Warranty obligations under the contract.
- 5. INSPECTIONS AND TESTS:**
 - 5.1 The Inspection will be done by AGM (IT), BGTD or any officer appointed by him.
 - 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.
- 6. MAINTENANCE SERVICE CONTRACT CHARGES AND PAYMENTS:**
 - 6.1 The MAINTENANCE SERVICE CONTRACT charges shall be paid by BSNL on Quarterly basis in arrears from the beginning of MAINTENANCE SERVICE CONTRACT. Quarterly payments will be made after deducting penalties (mentioned in Section 3)
 - 6.2 This price is total composite inclusive of all levies and taxes, packing, forwarding, freight, insurance and incidental charges etc. TDS shall be deducted before actual payment.

6.3 Price Escalation:

The Bharat Sanchar Nigam Limited shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so-ever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the Bidder rates and Bidder's obligation shall remain unaffected by such escalation and/or increase. However if during the execution of the contract any decrease in rate of material the same will pass to the BSNL.

6.4 Bidder shall submit Quarterly reports.

7. DELAYS IN THE BIDDER'S PERFORMANCE:

7.1 Delay in Performance of services shall attract penalty for the bidder in accordance with Section-3

7.2 If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely performance of service, the Bidder shall promptly notify to the BSNL in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the Bidder's notice, the BSNL shall evaluate the situation and may at its discretion extend the period of performance of the contract after mutual discussion with the Bidder.

8. TERMINATION FOR DEFAULT:

If the bidder is not turning up for attending any faults reported upon continuously for 5 days and/or if the bidder fails to rectify at least 90% of all the faults reported within the time frame of the tender consecutively for 15 days then BSNL has the right to terminate the contract and also the performance security submitted by the bidder will be en-cashed.

9. TERMINATION FOR INSOLVENCY:

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

10. FORCE MAJEURE:

10.1 If, at any time, during the continuance of the contract, the performance in whole or in part by either party or 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 comes to an end or ceases 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 reason of any such event for a period exceeding 60 days either party may, at its option, terminate the contract.

- 10.2 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 the 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, accepts such materials, bought out components and stores as the supplier may with the concurrence of the Purchaser elect to retain.

11. Payment Terms:

11.1 Payment of specified percentage of the price as stated in clause 5 of Section -2 (Tender Information) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

- (a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
- (b) Acknowledged Delivery Challan in original.
- (c) Inspection Certificate of QA(Payable copy in original)
- (d) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- (e) E-way bill as prescribed in the GST law in case of movement of goods
- (f) Proof of payment of GST, if applicable.
- (g) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note:-

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

12. ARBITRATION:

- 12.1 In the event of any question, dispute or difference arising under this agreement or in connection there – with (except as to matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the PGM, BSNL, BGTD, Raj Bhavan Road, Bengaluru-560 001, 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 PGM, BSNL, BGTD, Raj Bhavan Road, Bengaluru-560 001, or by whatever designation such Officers may be Called (hereinafter referred to as the said Officer) and if the PGM or the said Officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by PGM or the said Officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

- 12.2 There will be no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as 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 reasons whatsoever, the PGM, BSNL 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.
- 12.3 The arbitrator may from time to time with the consent of parties enlarge the time frame 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.
- 12.4 The venue of the arbitration proceeding shall be the Office of the PGM, BSNL, Bengaluru Telecom District, Telephone House, Raj Bhavan Road, , Bengaluru-560 001 or such other places as the arbitrator may decide.

13. COURT JURISDICTION:

- i. Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/tender has been issued.
- ii. Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with his 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 Bengaluru only”.

14. SET OFF:

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

person(s) contracting through the BSNL.

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

15. INCIDENTAL DAMAGES:

- 15.1 Notwithstanding any of the other provisions contained in this Tender/Contract, the Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees, officers, Directors, agents, or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursement) arising from 'or' relating to:
- a. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator.
 - b. Any claim made by third parties arising out of use of the services of BSNL being provided using the MAINTENANCE SERVICE CONTRACT services under the Tender.
 - c. Claims arising in connection with interruptions 'or' degradation of services to BSNL customers 'or' to other service providers whatsoever shall be the cause 'or' duration thereof; and
 - d. Any claim that the equipment/services/'or' any value addition component offered and supplied by the bidder in this tender, infringe any patent, trademarks or copyright of any third party.

The bidder shall furnish on unequivocal, unqualified and irrecoverable undertaking along with the Bid Document to the effect that; During the Bidding process 'or' during the course of execution of the Contractor 'or' at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the product/services etc being offered under the Tender/Contract, the BSNL(BSNL) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the Value of the Tendered services from the Bidder for such misrepresentation. The Bidder shall immediately on being told by BSNL pay such sum of money to BSNL. Quantum of damages under this clause assessed and levied by the BSNL(BSNL) shall be final and not challengeable by the Bidder/supplier..

16. 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.

17. ARBITRATION:

- 17.1 In the event of any question, dispute or difference arising under this agreement or in connection there – with (except as to matters, the decision to which is specifically

provided under this agreement), the same shall be referred to sole arbitration of the PGM, BSNL, BGTD, Raj Bhavan Road, Bengaluru-560 001, 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 PGM, BGTD, BSNL, Raj Bhavan Road, Bengaluru-560 001, or by whatever designation such Officers may be Called (hereinafter referred to as the said Officer) and if the PGM or the said Officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by PGM or the said Officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as 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 & 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 reasons whatsoever, the PGM, BGTD, BSNL or the said Officer shall appoint another person to act as arbitrator in accordance with terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- 17.2 The arbitrator may from time to time with the consent of parties enlarge the time frame 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.
- 17.3 The venue of the arbitration proceeding shall be the Office of the PGM, BSNL, Bengaluru Telecom District, Telephone House, Raj Bhavan Road, CTO Building, Bengaluru-560 001 or such other places as the arbitrator may decide.

18. SET OFF:

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by _____ the _____ supplier. GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

19. INTIMATION OF SUPPLY STATUS: NOT Applicable

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 section of Bengaluru Telecom District, BSNL.

20. DETAILS OF THE PRODUCT:

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

21. FALL CLAUSE :

21.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in Clause 12.1 of section 5. Further If at any time during the period of contract,

- a. It comes to the notice of purchaser regarding reduction of price for the same or the similar equipment / service,

and/or

- b. The price received in a new tender for the same or the similar equipment /services are less than the prices chargeable under the contract,

21.2 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 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.

21.3 The vendor while applying for extension of time for delivery of goods , 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.

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

22. COURT JURISDICTION:

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

22.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with his 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 Bengaluru only”.

23. General Guidelines:-

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

24.0 GST Invoice

- 24.1** All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 24.2** Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 24.3** In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- 24.4** It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier
- 24.5.** Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 24.6.** BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 24.7.** It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 24.8.** E-waybill number should be mentioned on the invoices.
- 24.9.** Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

SECTION-6-A
UNDERTAKING & DECLARATION on Company Letter Head

For understanding the terms & condition 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 work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. I/We the sole prop/ partner / Director of M/s _____ has never ever been debarred and / or blacklisted by any Dept of Central Govt./ State Govt / PSU/Public bodies / Municipalities / GST Authorities and not having any ongoing litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or Pop of such firm which is either debarred, Black0listed or has entertained litigation or having ongoing litigation or court cases or money suiots pending regarding the failure of providing goods and services.

The above declarations are given in accordance with the NIT conditions:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

SECTION-6 Part B

UNDERTAKING & DECLARATION

CERTIFICATE TO BE SUBMITTED BY THE BIDDER

(ON COMPANY'S/FIRM'S LETTERHEAD)

This is to certify that I/We, M/s(Name & Address) the bidder/the front Bidder of this tender M/s(Name & Address) have read the clause 4.3.6 of Section 1 of NIT regarding restrictions on procurement from a bidder of a country which shares a land border with India:

I/We certify that this bidder is not from such a country or, if from such country, has been registered with the Competent Authority as per order issued by Department of Expenditure, Ministry of Finance vide F. No.6/18/2019-PPD dated 23.07.2020, and its subsequent clarifications, if any. I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable evidence of valid registration by the Competent Authority shall be attached).

1. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
2. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later stage, this would be ground for the immediate termination and further legal action in accordance with Law.

Date:

.....
Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

SECTION-6 Part CCERTIFICATE TO BE SUBMITTED BY THE BIDDER (ON COMPANY'S/FIRM'S LETTERHEAD)**Form 1**

Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works

Date: -----S/o, D/o, w/o, ----- Resident of -----

--do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Company of India issued vide Notification No: 18-10/2017-IP dated 29.08.2018.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Company of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Company of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

1. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
2. Date on which this certificate is issued
3. Telecom Product/Services/Works for which the certificate is produced
4. Procuring agency to whom the certificate is furnished
5. Percentage of LC claimed
6. Name and contact details of the unit of the manufacturer
7. Sale Price of the product
8. Ex-Factory Price of the product
9. Freight, insurance and handling
10. Total Bill of Material
11. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
12. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
13. List and cost of inputs which are imported, directly or indirectly

For and on behalf of
(Name of firm/entity)
Authorized signatory
(To be duly authorized by the Board of Directors)

Section 6(D)

Near Relative Certificate

FORMAT

To:

The Assistant General Manager (MM),
BSNL BGTD, 5th Floor,
Telephone House, Rajbhavan Road,
Bengaluru-560001.

Sir,

Sub: Near Relative Certificate.

"I.....s/o..... r/o..... Hereby certify that **none** of my near relative(s) of all directors / Partners of M/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."

Definition of near relative:

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

Yours Truly,

(Signature with seal)

Note: In case of- (a) proprietorship firm, certificate will be given by the proprietor, (b) For Partnership firm, certificate will be given by the all partners, and in case Limited Company, the certificate to be given by all the Directors of the company

SECTION -7 (A)
PROFORMA
For the BIDSECURITY/ EMD Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
 (Hereafter referred to as Bidder)
 has approached us for giving Bank Guarantee of Rs./-
 (hereafter known as the "B. G. Amount") valid up to/...../ 20.... (Hereafter
 known as the "Validity date") in favour Of Principal General Manager, Bengaluru Telecom
 District, Bengaluru (Hereafter referred to as BSNL BGTD) for participation in the tender of
 work ofvide tender no.
 Now at the request of the Bidder, WeBank
Branch having

 (Address) and Regd. office
 address as
 (Hereinafter called 'the Bank") agrees to give this guarantee
 as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL BGTD 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 BGTD 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 BGTD 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 BGTD under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL BGTD 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 BGTD that the BSNL BGTD 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 BGTD 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 BGTD or any indulgence by the BSNL BGTD 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 BGTD 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 BGTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL Bengaluru Telecom District, payable at Bengaluru
- 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.....

धारा-7बी SECTION -7B
प्रतिभूति गारंटी का निष्पादन (बंधक पत्र)
PERFORMANCE SECURITY GUARANTEE (BOND FORM)

(रु.100/= के गैर-न्यायिक पक्का कागज़ पर टाईप करना है। To be typed on Rs.100/= non-judicial stamp paper)

विषय:- प्रतिभूति गारंटी Sub:- Performance Guarantee

1. जहां प्रधान महाप्रबंधक, बेंगलूर दूरसंचार जिला, बेंगलूर (इसके पश्चात् बी.एस.एन.एल., बेंगलूर दूरसंचार जिला कहा जायगा) ने सर्वश्री (इसके आगे "बोलीदाता" कहा जायगा) को का काम करने की अनुमति देते हुए एक वार्षिक खरीदी आदेश सं..... तारीख/...../..... जारी किए हैं और बी.एस.एन.एल. ने उनसे प्रधान महाप्रबंधक, बेंगलूर दूरसंचार जिला, बेंगलूर के नाम पर दि...../...../..... (इसके आगे "तारीख" कहा जायगा) तक विधिमान्य रूपए/=. की प्रतिभूति गारंटी (इसके आगे "पी.जी राशी" कहा जायगा) प्रस्तुत करने को कहा है। (उक्त पीबीजी एपीओ एलओआई की तारीख से 18 माह के लिए विधिमान्य होना चाहिए।)

Whereas Principal General Manager, Bangalore Telecom District, Bangalore (hereafter referred to as BSNL BGTD) 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 Principal General Manager, Bangalore Telecom District, Bangalore of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity") [valid for 18 months]

अभी बोली लगानेवाले के निवेदन पर हम बैंक.....शाखा जिसके पता और पंजीकृत कार्यालय पता (इसके आगे " बैंक " कहा जायगा) हो, आगे बताए गए रूप में इस गारंटी देने को सहमत हुआ।

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

2. हम "बैंक " इसके द्वारा वचनबद्ध हैं और बीएसएनएल, बेंगलूर दूरसंचार जिला को यह आश्वासन दिए जाते हैं कि यदि बीएसएनएल, बेंगलूर दूरसंचार जिला की राय में उक्त करार में सूचित किसी शर्त व निबंधन के पालन या निष्पादन में उक्त बोलीकार द्वारा किसी तरह पराजित हो जाने अथवा उसके अधीनस्थ कोई बाध्यता में किसी प्रकार का भंग करने पर, बीएसएनएल द्वारा मांग करने पर बिना कोई विलंब-शुल्क या आपत्ति के बैंक इस प्रतिभूति गारंटी राशी तक सीमित या बीएसएनएल, बेंगलूर दूरसंचार जिला द्वारा मांग करती राशी का भुगतान बीएसएनएल, बेंगलूर दूरसंचार जिला को किया जायगा। बीएसएनएल, बेंगलूर दूरसंचार जिला को उक्त राशी के भुगतान के लिए बैंक को बाध्य करने हेतु उसको लभ्य किसी कानूनी उपाय का आश्रय लेने की ज़रूरत नहीं पड़ेगा।

We, "the Bank" do hereby undertake and assure to the BSNL BGTD that if in the opinion of the BSNL BGTD, 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 BGTD the said sum limited to P.G. Amount or such lesser amount as BSNL BGTD may

demand without requiring BSNL BGTD to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

3. बोलीदाता द्वारा बीएसएनएल, बेंगलूरू दूरसंचार जिला को भुगतान करने को बाध्य या इस गारंटी के तहत बैंक द्वारा देय राशी के संबंध में बीएसएनएल, बेंगलूरू दूरसंचार जिला द्वारा करते ऐसा कोई मांग निर्णायक होगा। दावे के संबंध में बोलीदाता और बीएसएनएल, बेंगलूरू दूरसंचार जिला के बीच कोई मध्यस्थता कार्यवाही या कानूनी कार्यवाही लंबित है या बोलीदाता ने भुगतान की बाध्यता के बारे में या रकम की मात्रा के बारे में तर्क करने की स्थिति में भी बैंक को उक्त राशी का भुगतान स्थगित करने का अधिकार नहीं होगा।

Any such demand from the BSNL BGTD shall be conclusive as regards the liability of Bidder to pay to BSNL BGTD 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 BGTD regarding the claim.

4. हम, बैंक इसके आगे सहमत हैं कि उक्त गारंटी इसका जारी करने की तारीख से विधिमान्य रहेगी और वह उक्त करार के निष्पादन अवधि के दौरान, उसकी विधिमान्य अंतिम तारीख तक पूर्ण रूप से प्रभावी रहेगी

I 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. बैंक इसके आगे सहमत है कि बीएसएनएल, बेंगलूरू दूरसंचार जिला को बैंक की सहमति के बिना और गारंटी के अधीनस्थ बाध्यताओं को किसी प्रकार प्रभावित किए बिना बोलीदाता के आगे बीएसएनएल, बेंगलूरू दूरसंचार जिला द्वारा व्यावहार्य किसी शक्ति से उक्त करार की निष्पादन अवधि बढ़ाने या उक्त करार के किसी शर्त व निबंधन बदलने को और उक्त करार से संबंधित किसी शर्त व निबंधन के कार्यान्वयन के परख करने को बीएसएनएल, बेंगलूरू दूरसंचार जिला को पूर्ण छूट है। इस प्रकार के पराजय के कारण या उक्त बोलीकार को दिए समय विस्तारण या बीएसएनएल, बेंगलूरू दूरसंचार जिला की ओर से कोई परख, अधिनियम या चूक या बीएसएनएल, बेंगलूरू दूरसंचार जिला द्वारा बोलीकार को किसी छूट देना या ऐसे अन्य किसी मामले या विधि के तहत जमानत से संबंधित किसी प्रकार के प्रावधान को हमें दायित्व से मुक्त करते हैं, तब तक हम अपने दायित्व से मुक्त नहीं होंगे।

The Bank further agrees that the BSNL BGTD 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 BGTD 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 BGTD or any indulgence by BSNL BGTD 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. यहां निहित कुछ होते हुए भी

(क) इस गारंटी के अधीन बैंक की बाध्यता पी.जी.रकम तक सीमित रहेगी और इसका प्रभाव विधिमान्य तारीख तक ही होगा।

(ख) यदि विधिमान्य तारीख तक हम पर कोई लिखित दावा या मांग न करते तो इस गारंटी पूर्णतः निरस्त होगा और इस गारंटी के अधीन बीएसएनएल, बेंगलूरू दूरसंचार जिला के सभी अधिकार समाप्त रहेगा।

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 BGTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. यदि बीएसएनएल, बेंगलूरू दूरसंचार जिला इस बैंक गारंटी के अधीन किसी राशी की मांग करते तो उसका भुगतान “लेखाधिकारी(नकद) मुख्यालय, बीएसएनएल, बेंगलूरू दूरसंचार जिला” के नाम पर बेंगलूरू में देय बैंकेर्स चैक के ज़रिए दी जायगी ।

In case BSNL BGTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of “AO (Cash) - BSNL Bangalore Telecom District, payable at Bangalore.

8. बैंक यह जिम्मा लेता है कि बैंक के लिए इस पर हस्ताक्षर किए निम्नलिखित अधिकारी को उनको प्रदत्त शक्ति के अधीन यह गारंटी देने का प्राधिकार है।

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.

स्थान/Place :

तारीख/Date :

(बैंक अधिकारी का हस्ताक्षर) बैंक का रबड़ मोहर

प्राधिकृत मुख्तार नामा संख्या.....

बैंक अधिकारी का नाम

(Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

SECTION -7(C)
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
[To reach AGM (MM) before date of bid opening]

To

ASSISTANT GENERAL MANAGER (MM),
O/o GENERAL MANAGER (NW-CFA),BSNL,
IV FLOOR, TELEPHONE HOUSE,
RAJ BHAVAN ROAD,
BENGALURU – 560 001.

Subject: Authorization for attending bid opening on(date)
In the Tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of.....(Bidder) in order of preference given below.

<u>Order of Preferences</u>	<u>Name</u>	<u>Specimen Signatures</u>
-----------------------------	-------------	----------------------------

I.

II.

Alternative
Representative

Signature of bidder Or
Officer authorized to sign the bid
Documents on behalf of the bidder

- Note: 1. Maximum two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed, alternate representative will be permitted when regular Representative is not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION-8

Bidder's /Tenderer'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/Private limited company. / (Tick the correct choice):

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 Bengaluru? If so state its Address
-
-
10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.
- GSTN 1.....
- GSTN 2.....

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.....

Date

Signature of contractor

Name of Contractor

**SECTION-9 Part A
BID FORM**

TENDER No..... DATE

To,
The Assistant General Manager (MM),
BSNL, Bengaluru Telecom District,
^{5TH} Floor, Telephone House,
Rajbhavan Road, Bengaluru – 560 001.

Dear Sir,

- 1) Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged. We, undersigned, offer to give the services in conformity with the conditions of contract for the sum shown in the Schedule of Prices attached herewith and made part of this 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 subsequently extended period if any, agreed by us. The bid shall remain binding upon us to the aforesaid period. 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.**
- 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) Until a formal Work 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 2023

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

**SECTION-9, Part-B PRICE SCHEDULE
[TO BE SUBMITTED IN BOQ ONLY]**

SL No.	Description	Qty	Basic Rate Per Server	GST						All inclusive Unit cost	Amount of Input tax Credit (ITC) to be availed by BSNL	Unit price excluding ITC amount (net unit cost to BSNL)	Total price inclusive of all levies and charges but excluding ITC (net total cost)	HSN for goods and SAC for services
				CGST		SGST		IGST						
				Rate	Amount	Rate	Amount	Rate	Amount					
1	2	3	4	5	6=(4x5)	7	8=(4x7)	9	10=(4x9)	11=4+(6+8) or 10	12=(6+8) or 10	13=12-11	14=(3x13)	15
01	Comprehensive AMC of DELL SERVERS (for 2 years) (Please refer Scope of Services, Section-3 Part-A)	3												

For reference only Prices to be Quoted in BOQ ONLY

Notes for bidder:

- Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required
- The bidder who submits the offer with concessional Goods and Services Tax (GST) shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/services.
- In case , dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 7 to 12 & 14
- %age Rate of FF & packing should be shown of Basic Unit Price excluding all taxes & charges (i.e. as % age of Col.4)
- The FF & packing amount quoted shall not be subject to change after bid evaluation/ ordering on account of change of Copper, Lead base price, changes in duties & taxes of item etc.
- Bidder must mandatorily mention HSN & SAC numbers

Declaration by bidder

- We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date”.

“We hereby certify that HSN/ SAC shown in column 17 are correct & credit of GST for the amount shown in column 14 above is admissible as per GST Laws.

Station :
Date :

Signature of the Tenderer :
Name & Address :

ANNEXURE-I
DECLARATION
(In Rs.100/- Non judicial Stamp Paper)

(IN CASE OF PARTNERSHIP FIRM PROPRIETOR OF FIRM/ COMPANY)

DECLARATION

I,.....son of / wife of Shriand
proprietor / Director/ partner of M/s.....do
hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s----- has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./PSU/Public bodies/Municipalities and not having any ongoing litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having ongoing litigation or court cases or money suits pending regarding the failure of providing goods & Services .
- 2 In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to the black listed/debarred for future works/ contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.

The above declarations are given in accordance with the NIT conditions.

Signature of Proprietor/Partner/Director

(Shri/Smt./Ms.....)

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided by Principal General Manager BGTD, Bengaluru-01.

ANNEXURE – 2
RTGS/ NEFT/ MANDATE FORM FOR NEW VENDOR CREATION IN BSNL

- 1. Vendor Name :
- 2. Vendor code (if available) :
- 3. Permanent Account Number (PAN) :
- 4. Particulars of Bank Account :
 - a. Name of the Bank :
 - b. Name of the Branch :
 - c. Branch Code :
 - d. City Name :
 - e. Branch Address :
 - f. Branch Telephone No. :
 - g. Bank Branch IFSC Code :
 - h. 9 Digit MICR Code :
 - i. Type of Account :
(S.B. Current or Cash credit specify code)
 - j. Account :
- 5. Vendor’s E-mail Address :
- 6. Vendor’s Authorised Signatory- Name :
- 7. Vendor’s Contract person Name :

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

DATE: _____ Authorised Signatory

BANK CERTIFICATE

We certify that _____ has an account with number _____ and we confirm that the details given above are correct as per our record. We also confirm that we enable for receiving NEFT / RTGS credits.

Date:

Place: _____ Signature and Name of the authorized official of Bank with Stamp

(NOTE: To be filled in the firm’s Letter Head & kindly submit the original)

ANNEXURE - 3

PRE RECEIPT

Received with thanks from the Pr. General Manager, Bangalore Telecom District, Bangalorea sum of ₹ 300/- towards the refund of EMD paid against this officeTender Notice No. AGM MM/T-61/AMC DELL Servers/2022-23/02 @ BG -01 the 20.03.2023
R. No. Book No. dtd.

Firm Name & Address

Seal / Rubber stamp of firm
with signature

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R. No. Book No. dtd.

Firm Name & Address

Seal / Rubber stamp of firm
with signature

Annexure-4

CERTIFICATE

(TO BE GIVEN IN CASE THE TENDER DOCUMENT IS DOWN LOADED FROM WEB)

The downloaded tender document as published at the website (www.bangaloretelecom.com / www.karnataka.bsnl.co.in) has been used for bidding in this tender. It is certified that no modification has been done to the contents of the document.

Place:

Date:

Signature of the bidder
(Seal / Rubber stamp of the firm)

ANNEXURE-5
PROFORMA OF POWER OF ATTORNEY
Non-Judicial Stamp
POWER OF ATTORNEY

Be it known all to whom it concerns that: -

- 1. Shri _____ s/o _____ residing at _____
- 2. Shri _____ s/o _____ residing at _____
- 3. Shri _____ s/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____ (Address)

hereby appoint Shri _____ s/o _____ residing at _____ as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the PGM, Bengaluru Telecom District, Bengaluru in connection with their Tender Enquiry No. _____ dated _____ for _____ due for opening on _____.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____. And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

- 1.
- 2.

Signature of the Proprietor/Partners/Directors

- 1.
- 2.
- 3.

—

Accepted

(Signature of Signatory of Tender Offer of the firm)

ATTESTED

Notary Public

(Signature with Official Seal)

OR

REGISTERED

Before

(SUB – REGISTRAR)(Of concerned State)

ANNEXURE 6
(In case of Sole Proprietorship Firm)
(On Non-Judicial Stamp Paper Rs.20/-)

AFFIDAVIT

I, Smt/Sri

.....S/o is

the Sole Proprietor of the Firm M/s..... Located at

No..... and is

Accountable to all tax liabilities of the said firm.

Signature

Name of the Proprietor of the Firm & Seal

ATTESTED
Notary Public
(Signature with Official Seal)

OR

(SUB – REGISTRAR)
(Of concerned State)

Check List of Documents to be submitted

Sl.No.	Documents	Submitted/NOT Submitted
1.	Cost of the Tender document (Scanned of DD to be uploaded)	
2.	Bid Security (EMD) (Scanned of DD to be uploaded)	
3.	Bid Form in Section-9 Part A duly filled up and signed.	
4.	NO Modification Certificate	
5.	Tender document uploaded with digital signature	
6.	Copy of Firm registration certificate.	
7.	Copy of Experience certificate as per Eligibility Conditions	
8.	Copy of certificate of Incorporation.	
9.	Copy of memorandum, of Articles and Association OR partnership deed OR Proprietor ship deed as the case maybe.	
10.	Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents.	
11.	Copy of board resolution, authorizing a person for Executing power of attorney in the name of person, who is signing the bid document. (In case of Company/Institution/Body Corporate)	
12.	Copy of a list of all Board of Directors of the company (In Case of Limited Company).	
13.	Copy of PAN	
14.	Copy of GST Certificate.	
15.	Near Relationship Certificate as per format available in Section 6 B (In case of proprietorship firm, Certificate to given by the proprietor, For partnership firm certificate to given by all partners, and in case of Limited Company , certificate to be given by all Directors of the Company)	
16.	Duly filled Bidder's/Tenderer's Profile as per Section 8	
17.	Declaration that the firm is not blacklisted as per Annexure 1	
18.	Declaration for having read and understood the terms & conditions. (6A)	
19.	A declaration on Company's letter head to the effect that no dues to be paid to Service Tax Department and no violation were noted by the Department	
20.	Vendor creation form in case does not have BSNL Vendor code.	

All the above documents have to be scanned and uploaded in the portal pl.

AGM MM/T-61/AMC DELL Servers/2022-23/02

@ BG -01 the 20.03.2023

AGM MM/T-61/AMC DELL Servers/2022-23/02

@ BG -01 the 20.03.2023