

BHARAT SANCHAR NIGAM LIMITED



BSNL
Connecting India

(A Government of India Enterprise)

KARNATAKA TELECOM CIRCLE

TENDER FORM

***LEASE OF DARK FIBER ON DIVERSIFIED PATH TO A
GOVERNEMENT ORGANISATION (CBIC)***

Due Date / Time of Receipt: 15:00 Hrs of 06.06.2023

Due Date / Time of Opening: 15:30 Hrs of 07.06.2023

**OFFICE OF
THE CHIEF GENERAL MANAGER TELECOMMUNICATIONS
KARNATAKA CIRCLE,
NO.1, SWAMY VIVEKANANDA ROAD, HALASURU, BENGALURU-560008.
Visit us at: www.karnataka.bsnl.co.in**

STANDARD TENDER ENQUIRY DOCUMENT
SECTION –I

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o Chief General Manager Telecom Karnataka Circle

No.1 Swamy Vivekananda Road, Halasuru, Bengaluru-560008

From,
AGM (MM)

To,

O/o CGM Telecom, Karnataka Circle,
1st Floor, No. 1 Swamy Vivekananda Road,
Halasuru, Bengaluru-560008

Sub: - Tender Documents for Leasing in Dark Fiber through e-Tendering Process–Reg.
Tender Enquiry No.: . KTKCO-12/15(12)/6/2020-EB SALE dtd 15.05.2023

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

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If interested, kindly submit your Bid offers **online** on or before date & time specified in Clause VI of Detailed NIT.

Sd/-

AGM (MM)
O/o CGM Telecom, KTK Circle,
Bengaluru-560008
Phone Number-(Off) 080-25563635/
FAX 080-25542350

SECTION-1

DETAILED NOTICE INVITING TENDER (DNIT)

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o Chief General Manager Telecom Karnataka Circle, No.1 Swamy Vivekananda Road, Halasuru, Bengaluru-560008

Digitally sealed Tenders are invited by Chief General Manager Telecom, Karnataka Circle Office, Bengaluru-560008, in **Single stage bidding & Two envelope system**, using Electronic Envelope (Techno-commercial bid and Financial bid with other eligible documents) from the eligible bidders, for supply of following item.

Tender Notice No./Date : . KTKCO-12/15(12)/6/2020-EB SALE

Name of the Item	Dark Fiber on diversified path to CBIC	
Tender Notice No. / Date	KTKCO-12/15(12)/6/2020-EB SALE	
Technical Specification	<i>LEASE IN OF DARK FIBER ON DIVERSIFIED PATH TO A GOVERNEMENT ORGANISATION (CBIC)</i>	
Estimated Quantity	25 KMs overall length of the Fiber @ New Delhi & Chennai Location	
Estimated Cost of Tender (Approx)	₹25,00,000 /-	
Amount of Bid Security (in ₹)	₹75,000/- Capacity wise EMD is given @ Clause 3 of Section-4 Part B	
Cost of Tender document (in ₹)	₹ 590 (₹500/-+18% GST =₹90) (Non Refundable)	
Date / Time of Tender	<u>RECEIPT UPTO</u> 1500 Hrs of 06.06.2023	<u>On-line OPENING AT</u> 1530 Hrs. of 07.06.2023

Note 1 : MSE bidders should declare their UAM No. (Udyog Aadhar Memorandum Number) on Central Public Procurement Portal (CPPP) failing which such bidders will not be able to enjoy the benefits available to MSEs as contained in Public Procurement Policy for MSEs order 2012 issued by MSME.

2. Purchase of Tender Document: Tender document can be obtained by downloading it from the website www.karnataka.bsnl.co.in following 'Link for e-tenders by BSNL'

2.1. The bidders downloading the tender document are required to submit the tender fee amount (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.

The DD / banker's Cheque shall be drawn from any Nationalized / Scheduled Bank in favour of Accounts Officer (Cash), O/o CGMT, BSNL, Karnataka Circle, Bengaluru-560008 payable at Bengaluru.

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

3. Availability of tender Document: The tender document shall be available for downloading on all days from **1800 Hrs of 16.05.2023 to 14:55 Hrs of 06.06.2023**

3.1 Since Tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.

Note 4:- The Tender document shall not be available for download on its submission / closing date after the date & time as indicated in Clause-3 above.

4. Eligibility Criteria:

4.1

- a. The eligible bidders should be either TSP/ISP. They should have Valid PAN No.
- b. Valid Goods and Service Tax Registration Certificate No. (s) or mention as unregistered dealer.
- c. A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- d. Indemnity clause - In case the supplier gets black-listed during the tenure of BSNL contract, then, **The Contractor shall indemnify that in the event of black-listing by BSNL during the tenure of the contract, the contractor shall reimburse the loss of input Tax Credit due to failure of the Contractor. The Contractor shall also indemnify that BSNL has got right to recover input Tax Credit loss suffered by it due to mis-declaration on invoice by the Contractor**".
- e. In case of multiple GST numbers, all the numbers can be provided as Annexure.

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

Note 4: a) Advance purchase order is subject to verification of eligibility criteria documents as mentioned in clause 4.1 above submitted in the tender with their originals.

b) Successful bidders to whom the APO has been issued is required to show the originals to the APO issuing Authority or an Officer/ committee nominated by him for this purpose within the time period stipulated for submission of PBG.

c) PO will be placed on the vendor only on successful verification of documents above, apart from fulfilment of other APO conditions.

5. Bid Security / EMD:

5.1 The bidder shall furnish the Bid Security / EMD in one of the following ways:-

- a) Demand Draft/ Banker's Cheque drawn in favour of Accounts Officer (Cash), BSNL, O/o CGM Telecom Karnataka Circle, Bengaluru-560008, payable at Bengaluru.
- b) Bank Guarantee from only Public Sector branch (as per the Format given in Section-7 Part A on prescribed non Judicial paper with stamp of proper value) drawn in favour of DGM (MM) BSNL, O/o CGM Telecom, Karnataka Circle, Bengaluru-560008, payable

- at Bengaluru, which should be valid for 180 days (i.e. one month above the offer validity period subject to maximum of 210 days) from the tender opening date.
- 5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.
6. **Date & Time of Online Submission of Tender bids:** As specified in the covering letter in Section-1 of this tender document.
- Note 5:-** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.
7. **Online Opening of Tender Bids:** As specified in the covering letter of this tender document.
8. **Place of opening of Tender bids:**
- 8.1 BSNL has adopted e-tendering process which offers a unique facility for ‘Public Online Tender Opening Event (POTOE)’. BSNL’s Tender Opening Officers as well as authorized representatives of bidders can attend the **Public Online Tender Opening Event (POTOE)** from the comfort of their offices. Kindly refer Clause 8 of Section 4 Part C of Tender Document for further instructions.
- 8.2 In addition authorized representatives of bidders (i.e. Vendor organization) can attend the TOE in DGM (MM) chamber of 1st Floor, O/o CGM Telecom, BSNL, Karnataka Circle, No. 1 Swamy Vivekananda Road, Halasuru, Bengaluru-560008, where BSNL’s Tender Opening Officers would be conducting **Public Online Tender Opening Event (POTOE)**.
9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
11. CGM Telecom, BSNL, Karnataka Circle, Bengaluru-560008, reserves the right to accept or reject any or all tender bids without assigning any reason. CGM Telecom, BSNL, Karnataka Circle, Bengaluru-560008, is not bound to accept the lowest tender.
12. The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website www.karnataka.bsnl.co.in following ‘Link for e-tenders by BSNL’
- 12.1 In case of any correction / addition / alteration / omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- Note -6:-** All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
- Note – 7:** All computer generated documents should be duly signed / attested by the issuing bidder / Vendor organization.

SECTION-2

Tender Information

1. Type of tender:

- a) No. of Bid Submission Stages for tender: **Single Stage.**
- b) No. of Envelopes for submission of Bids: **Two.**
(Opening stages)

The techno-commercial bid to be submitted in separate envelope & financial bid in separate envelope. The Techno commercial bid will be opened on the date of tender opening given in NIT and Financial bids of those eligible bidders whose Technical bid has been qualified will be opened on later date with intimation to the eligible bidders

2. Bid Validity Period/ Validity of bid Offer: 180 Days from the tender opening date and can be extended.

3. This Tender is invited under **Single Stage bidding and Two envelope system.** The first envelope shall be named as Techno-commercial bid and will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope shall be named as Financial bid containing financial quote.

These envelopes shall contain one set of the following documents: -

(a) Techno-commercial envelope shall contain :-

- i) EMD
- ii) Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT.
- iv) Power of Attorney & authorization for executing the power of Attorney in accordance with Clause 14.3 of Section 4 Part A.
- v) Clause by Clause compliance as per Clause 11.2 of Section-4 Part A.
- vi) Bidder's Profile & Questionnaire duly filled & signed
- vii) Near-Relationship Certificate duly filled & signed-Section 6 Part B.
- viii) Undertaking & declaration duly filled & signed-Section 6 Part A.
- ix) Documents stated in Clause 10 of Section-4 Part A.
- x) Tender / Bid form-Section 9 Part A.
- xi) Tender document

NOTE: In case the representative of the bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorised signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorised signatory for the bid

(b) Financial envelope shall contain:

- i) Electronic Form-financial **(BoQ)**

NOTE : 3(c). The following documents are required to be **submitted offline** (i.e. offline submissions) to DGM (MM), O/o CGM Telecom, BSNL, Karnataka Circle, I Floor, Halasuru, Bengaluru-560008, on or before the date & time of submission of bids, in a sealed envelope.

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

- i) **EMD–Bid** security (original copy)
- ii) **DD / Banker’s Cheque** towards Tender fee
- iii) **Power of Attorney**
- iv) **Valid MSME certificate.**

Note: The Bidder has to submit the Scanned copy of all above mentioned original documents during Bid-Submission.

4. Any delay in receipt of Offline documents by any means (By post/ By Courier etc.) will not be accepted beyond the date and time as specified in the tender document and will be summarily rejected.
5. This tender is invited under **Single Stage Two envelope system**, two separate sealed envelopes to be submitted one containing techno-commercial bid i.e. documents 3(a) (i) to (xi) & other envelope containing financial bid i.e. documents 3(b) (i).
6. **Payment terms:**
 - a) Annual recurring charges after deducting all the applicable taxes and penalty will be paid up in quarterly in arrears after receiving payment from CBIC.

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

7. **Delivery Schedule:** Dark Fiber needs to be commissioned within 2 weeks within the date of receipt of work order from BSNL. **However, early commissioning of the link is acceptable**

8. LD Charges of 1% of the Estimated Cost will be imposed as penalty for every additional week.

9. Consignee: At Chennai and New Delhi at the address mentioned in the technical bid

10. Paying Authority: The Accounts Officer (TLC),
O/o PGMT ,
NO1 Telephone house Rajbhavan Road
Ambedkar Veedi Cubon Park
Bangalore 560001

SECTION- 3 PART A SCOPE OF WORK

SCOPE OF WORK : LEASE OF DARK FIBER ON DIVERSIFIED PATH TO A GOVERNEMENT ORGANISATION

1. CONTRACT TERMS:

The Contract shall be for 1 year extendable for one more Years. The contract may be terminated by BSNL during the Contract period by giving 1 month termination notice, the contract period is subject to renewal of BSNL's Contract with the Government Organization. BSNL reserves the right to negotiate the commercials during the contract period based on the Market rates. The decision of BSNL shall be final & binding on the Telecom service provider.

2. SOLUTION DELIVERY:

Successful System Integrator complying with the requirement shall be awarded Advance Purchase Order. Selected Telecom service provider shall arrange for Commissioning within 2 weeks of receipt of letter from BSNL. On satisfactory service, Purchase order will be issued by BSNL.

3. BID SUBMISSION:

Techno-Commercial proposal shall be submitted in Two-BID system consisting of Technical Proposal & Commercial Proposal separately. The Technical compliance should be submitted as per the format enclosed in **Annexure – A** The Commercial Proposal shall be quoted as per the format enclosed in **Annexure – B**. If more than one rate is quoted, the lowest rate will be considered.

4. SELECTION CRITERIA: The TSP/ISP for the Dark fiber will be selected based on the proof /Experience Certificate, Financial Bid and Compliance to the terms of Technical compliance(Annexure A). Proof for providing similar type of Solution and Experience Certificate has to be submitted.

The Telecom service provider will be selected based on the following

SI	Selection Parameters	Compliance (Yes/No)
1	Compliance to all the BID Terms	
2	Proof/ Experience Certificate for providing Similar Solution	
3	Turnover of the company >2 Crs	
4	Any same projects with minimum period of 2 year (details of the same should be attached)	
5	Financial Bid (Both Delhi & Chennai locations together)	

5. **Technical BID will be opened first and followed by opening of financial bid of technically qualified bids.**
6. BSNL reserves the right to select ONE or TWO Telecom service provider as per the requirement and at the discretion of BSNL.
7. All Proposals, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
8. Non Compliance of any clause will result in outright rejection of the BID.
9. Technical Compliance to be submitted on company letter head.
10. The Technical BIDs will be opened at **15:30Hrs** of **07.06.2023** in the presence of participating ISP/TSP's'. Financial bids opening will be done after evaluation of Technical Bids on the same day and same will be communicated to all qualified TSP's. In case of any clarification the following BSNL officials may be contacted on or before the due date of submission.

- 1) **Smt.Gayathri Devi G K AGM(EB-Sales Platinum)- Mobile No- 94966 19306**
- 2) **Ashok Kumar C – NAM – Mobile No: 9495495467**
- 3) **Shri.. Kishore Poojari -NAM-Mobile No-9448496499**

SECTION- 3 Part B
TECHNICAL SPECIFICATIONS

Technical Requirements for Dark fiber:-

Sl. No.	Description
1	Dark fiber connectivity between DC END A & DC END B with diversified path at New Delhi , DR END A & DR END B with diversified path at Chennai
2	Rates should inclusive of co-location/Cross connection and all other infrastructure. TSP/ISP are advised to do survey before submitting the quotation.
3	TSP's /ISP's provided Dark fiber shall be within the network of TSP/ISP only subcontracting not allowed, subcontracting allowed only for Cross connection & collocation

DC End-A address:- Broadband Tower,Opp.Savitri Cinema Flyover,Greater Kailash-1
New Delhi 110048

DC End-B address :- 5th Floor,Videsh Sanchar Bhawan,Bangla Sahib Road,New Delhi
110001

DR End-A address:- Tata Communications Ltd. DR Site No: 4, Shivanandalalai Near Prasar
Bharathi TV Station Chennai

DR End-B address :- #226,Red Hills Road, Kallikuppam, Ambattur,Chennai-600053

SECTION-3 Part C
SCHEDULE OF REQUIREMENTS (SOR)

Requirements, specifications and delivery as per Section-3 Part-A and PART B

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS

- (a) "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), Karnataka, Bengaluru-08.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid and complied to -----OM No.6/18/2019-PPD dated 23rd July, 2020 & 24th July, 2020.
- (c) "The Supplier" or "The Vendor" means the individual or firm supplying the goods under the contract.
- (d) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" or "Letter of Intent" means the intention of Purchaser to place the Purchase Order on the bidder. APO is only a letter of intent and neither a contract nor the firm Purchase orders and to be converted in the firm Purchase order only through separate purchase order.
- (f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "Validation" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) "Telecom Service Provider" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

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

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

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

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **7 days prior to the date of opening of the Tenders.**

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

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

6.0 AMENDMENT OF BID DOCUMENTS

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

7.0 DOCUMENTS COMPRISING THE BID

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

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- (b) EMD/Bid Security at 3% of the estimated cost to be furnished in accordance with clause 12 of this section.
- (c) A Clause by Clause compliance as per clause 11.2 (c) of this section.
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9 of this section.

8.0 BID FORM

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

9.0 BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Custom Duty, Goods & 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 (I). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
 - (a) The Basic Unit price (Ex-Factory Price) of the goods, CIF, Assessible 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.
 - (b) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at Section 3 part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/ system offered.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne

by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

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

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1(a)- The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility. The List of documents required to be attached along with the technical bid and financial bid are as mentioned in Section 2.0 under clause 3 (a) and 3 (b) and offline documents to be submitted as per clause 3(c).

10.1(b) -Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.

10.1(c) -List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.

10.1(d)- Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.)

10.1(e)- Approval from Reserve Bank of India/ SIA in case of foreign collaboration.

Note 1: Documents at S. No 10.1(b), (c), (d), (e) are applicable in case of tenders with estimated cost more than Rs 1 Crore.

11. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to **Clause 7**, the bidder shall furnish (as part of his bid) documents establishing the conformity of his bid to the Bid documents of all services which he proposes to supply under the contract.(Not- Applicable)

11.2 The documentary evidences of the 'services' conformity may be in the form of :-

A) A detailed description of the services with technical and performance characteristics:
B) Bidder shall give full particulars including and current prices of any additional services if any that are required for the proper and continuous, smooth functioning of the services rendered for a period of one year and for the extension period also.
C) Scanned copy of 'No Deviation' statement and Clause-by-Clause compliance statement Pursuant to Clause 7 .
D) A bid without Clause-by-Clause compliance of the Technical /Commercial /Special Conditions/Scope of work shall not be considered.

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 MSE (Micro & Small Enterprise) bidders are exempted from payment of bid security as per Section 4 Part A Clause 37.1 but have to produce the following documents:

- a) A proof regarding valid registration (URN no required) with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c) MSE unit is required to submit its monthly delivery schedule.
 - d) If a vendor 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 of this section.
- 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 L1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

13.0 PERIOD OF VALIDITY OF BIDS

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

14.0 FORMAT AND SIGNING OF BID

- 14.1. The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 14.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney

- (a) The power of Attorney in the prescribed Performa should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- 14.4 In case the representative of the bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorized signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorized signatory for the bid.**

15.0 SEALING AND MARKING OF BIDS

- 15.1 The bid should be submitted as per Clause 3 of Tender Information (Section-2).
- 15.1.1 The bids may be called under
Single Stage Submission & Two Stage Opening (Electronic form)
The details of sealing & marking of bids in each case is given below:
- 15.1.2 **In Single stage bidding & Two envelope system,, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in 2 electronic envelopes (Refer Section-4 part C). The first envelope will be named as Techno-Commercial bid and this will contain the documents as per eligibility/Technical/Commercial conditions. The second envelope will be named as Financial Bid containing price schedules as per Section 9 Part B.**
- 15.1.3 Deleted.

- 15.2 a) The envelopes shall be addressed to the purchaser inviting the tender.
i) the Purchaser Address shall be:
**DGM MM, O/o CGM, BSNL, Karnataka Circle
SV Road, Halasuru, Bengaluru, Karnataka- 560008.**
- b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline Documents should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT to **DGM MM, O/o CGM(T), BSNL, Karnataka Circle, SV Road, Halasuru, Bengaluru, Karnataka- 560008.**
The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening:
(i) Chamber of DGM MM, #123,1st Floor, O/o CGMT, BSNL,Karnataka Circle).
- 15.3 If both the envelopes are not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

16. SUBMISSION OF BIDS

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

17.0 LATE BIDS

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

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering)
- 18.3 Subject to clause 20 of this section, no bid shall be modified subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY PURCHASER

19.1 The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of DNIT (Section-1) on due date.

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

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

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

In Single stage bidding & Two envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in Two envelopes. The cover shall contain the 'Original Copy' of the bids subject to clause 14.2. The envelope should be sealed by the personal seal of the bidder.

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

- a) Name of the Bidder
- b) Name of the item
- c) Bid security
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

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

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

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

20. CLARIFICATION OF BIDS

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

20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its

discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION

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

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21 of this section.
- 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 on package basis along with all applicable Taxes, packing Forwarding Freight & Insurance charges etc. as arrived in Col. 16 of Price schedule in Section 9 Part-B of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes (if any) applicable on the movement of Goods.
 - (a) Duties, taxes & 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 its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24.0 PLACEMENT OF ORDER

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

24.2 The ordering price of any bidder shall not exceed the lowest evaluated price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3 etc keeping other levies & charges unchanged.

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

24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

(a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract. **(Not Applicable)**

(b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh. (Not Applicable)

(c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions

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

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER

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

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

27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A. **(Not Applicable)**

28. SIGNING OF CONTRACT

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

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

29. ANNULMENT OF AWARD

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

30. QUALITY ASSURANCE REQUIREMENTS (Not Applicable for this tender)

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

- a) A Quality Policy.
- b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.

- (d) System of Inward Good Inspection.
- (e) System to calibrate and maintain required measuring and test equipment.
- (f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- (g) Configuration management and change-control mechanism.
- (h) A quality plan for the product.
- (i) Periodical internal quality audits.
- (j) A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate (TAC)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.

31. REJECTION OF BIDS

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

- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met, the bids will be rejected without further evaluation.
- c) Clause 11.2(c) of Section-4 Part A. If Clause by clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation itself.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule. All Performa should be filled and submitted if any of them not applicable the same may be marked on that Performa.
- f) Section-4 Part A clause 9.5 on discount which is reproduced below:-
 "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

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

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

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

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

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

wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

Note for Tender opening Committee:

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

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

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

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

36. Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed .

37. Reservation/ Procurement from MSE units: The guidelines / instructions issued with respect to provisions for Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time will be followed.

37.1 CONCESSIONS TO MSE UNITS: MSE Bidders shall comply to the following instructions from i) to iv):

i) Micro and Small Enterprise(MSE) bidders should submit their valid Udyam Registration Certificate indicating URN(Udhyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN Certificate should broadly cover the Equipment/Services offered in Tender.

ii) The enlistment certificate issued by MSME should be valid on the date of opening of tender.

iii) MSE unit is required to submit its monthly delivery schedule.

iv) If an MSE vendor 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.

The MSE Bidders will be allowed the following concessions:

1. Supply of Tender Documents: The tender documents shall be issued to MSE bidders free of cost provided the tendered item/services is listed in the Registration Certificate of MSE.

2. Exemption from payment of Bid Security deposit /Earnest Money Deposit

The MSE units registered with bodies as detailed in para 37.1 above shall be given exemption from payment of Bid Security deposit provided the tendered item/services is listed in the Registration Certificate of MSE.

- a) A proof regarding current registration with bodies as detailed in 37.1 above for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by bodies as detailed in 37.1 should be current & valid on the date of opening of bid.

**Appendix-1 to Section 4 Part A of Chapter 4
(Standard Tender Enquiry Document)**

Appendix-1 – Standard Tender Enquiry Document (section 4 part A)		
Sl No	Defaults of the bidder / vendor	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for Leasing Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination / Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and / or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO / WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	

(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for upto three years which implies Barring further dealing with the vendor for Leasing Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
(ii) If detection of default after issue of APO but before receipt of PG / SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for Leasing Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
(iii) If detection of default after receipt of PG/ SD (DD,BG etc.)	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) Banning of business for upto three years which implies Barring further dealing with the vendor for Leasing Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
(iv) If detection of default after issue of PO / WO	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. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for Leasing Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.

Sl No	Defaults of the bidder / vendor	Action to be taken
A	B	C
2	<p>If vendor or his representative uses violent / coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt / opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing / Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for Leasing Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>

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.
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.

Sl 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 .	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner.

	(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.	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	<p>Network Security / Safety / Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and / or any other TSP through BSNL.</p> <p>b) Disrupts / Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC / MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data / invoicing / account of the Customer / User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects / endangers the security of India.</p>	<p>i) Termination of PO / WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for Leasing Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG / SD / O/s bills etc.</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
SI No	Defaults of the bidder / vendor	Action to be taken
A	B	C
8	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>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment / material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty =</p>

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

Sl No	Defaults of the bidder / vendor	Action to be taken
A	B	C
10 Cont d	a) inspite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for Leasing Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p>
	b) inspite of Court Orders.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for Leasing Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation / Independent External Monitor (IEM) / Income Tax/ GST/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for

<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>Leasing Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order</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>I 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>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

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

1. **Eligibility Conditions:** As per Clause 4 of DNIT.

2. Bid Security

2.1 The bankers cheque/DD/Bank Guarantee for bid security or Micro & Small Enterprise (MSE) registration certificate with URN No. for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 Part A of the bid document should be submitted by the bidder in a separate cover. The bank Guarantee so submitted shall be as per the format given in Section-7 A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number

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

- (a) Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), BSNL, O/o CGMT Bengaluru-08 and payable at Bengaluru.
- (b) Bank Guarantee from a scheduled bank drawn in favour of "DGM (CFA MM), O/o CGM (T), BSNL, Karnataka Telecom Circle, Bengaluru-08, which should be valid for 210 days from the tender opening date.

3. The work will be awarded on work order basis.

4. **RANKING and Evaluation:** The ranking & evaluation of the tender as well as allotment of the work will be done for the given card package.

5. Any clarification issued by the BSNL in response to query raised by prospective bidder shall form an integral part of bid documents and it may amount to an amendment of relevant Clauses of bid documents.

Section- 4 Part C

E-tendering Instructions to Bidders

Note :-The instructions given below are CPPP's e-tender portal centric and for e-tenders invited by **BSNL, Karnataka Telecom Circle only.**

General Instructions :

As BSNL has decided to use process of e-tendering for inviting this tender, the physical copy of the tender would not be sold. Submission of Bids only through online process is mandatory for this Tender.

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL KARNATAKA Circle has decided to use the Portal (<https://etenders.gov.in/eprocure/app>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal. <https://etenders.gov.in/eprocure/app>.

Special Instructions :

1. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage Submission & Two stage opening (Electronic form), Financial & Techno-commercial bids shall be submitted by the bidder at the same time in 2 envelopes.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP
Clarification to Tender Documents on CPPP
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL, as addenda.
6. Bid-Submission on CPP
7. Attend Public Online Tender Opening Event (TOE) on CPP Opening of Techno-commercial Part
8. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL's Post-TOE queries
9. Attend Public Online Tender Opening Event (TOE) on CPPP Opening of Financial-Part (Only for Technical Responsive Bidders)
10. Participate in e-Reverse Auction on CPPP, wherever applicable (For this tender Not applicable)
11. Please take care to scan documents that total size of documents, to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

12. Utmost care may be taken to name the file/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

File name	Allowed or not allowed in CPPP	Reason for allowed /Not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QA Certificate(1)	not allowed	Special characters not allowed
QA Certificate	Allowed	Under score allowed between words /characters
QA Certificate	Allowed	Upper & lower cases allowed

13. It is advised that all the documents to be submitted (See clause 4 of Section 4 Part C) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (BOQ) as per Section-9 Part-B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

Note 1: It is advised that all the documents to be submitted (See clause 5 of Section 4 Part C) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (BOQ) as per Section-9 Part-B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked .

The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To use the Central Public Procurement Portal (<https://etenders.gov.in/eprocure/app>) Vendor need to register on the portal. The vendor should visit the home-page of the CPPP portal (<https://etenders.gov.in/eprocure/app>) and go to the e-procure link then select Bidders Manual Kit.

Intending bidders are requested to register themselves with CPPP through

<https://etenders.gov.in/eprocure/app> for obtaining user-id, Digital Signature etc., Tender processing fee payment (if applicable) should be done during requisition of tender online.

BSNL has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

Note: After successful submission of Registration details and Vendor registration fee and processing fee (as applicable). Please contact NIC Helpdesk (as given below), to get your registration accepted/activated.

CPPP Helpdesk	
Telephone/Mobile Nos.	0120-4001002,0120-4001005, 0120-4200462, 0120-6277 787
E-mail ID	cppp-nic@nic.in base mark CC: support-eproc@gov.in
<p>As a first step kindly refer the User Manual. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002. A mail can be sent to support-eproc@nic.in and cppp-nic@nic.in For all technical issues. A mail can be sent to cppp-doe@nic.in for any policy / domain issues. If some problem is faced during publishing of Tender / Corrigendum / AOC, users may kindly send a mail to support-eproc@nic.in along with the screen shot of the page.</p>	

BSNL Contact-1	Sri Kishore Poojari
BSNL's Contact Person	JTO EB , O/o CGM(CM),CGMT Office ,BSNL,BENGALURU-08.
Telephone/ Mobile	9448496499[between 10.00 hrs to 17:30 hrs on working days]
E-mail ID	nam3ebpctk@gmail.com

BSNL Contact-2	Smt Gayathri Devi
BSNL's Contact Person	AGM.EB Platinum, O/o ,CGMT Office ,BSNL,BENGALURU-08.
Telephone/ Mobile	9449857043 [between 10.00 hrs to 17:30 hrs on working days]
E-mail ID	agmebpctk@gmail.com

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

5. Some Bidding related Information for this Tender

In this tender the bidder has to participate in e-tender online. Some documents are to be submitted physically offline. For details please see clause 6 Section 4 Part C.

Broad outline of submissions are as follows:

2. Submission of Bid Security/ Earnest Money Deposit (EMD)
3. Submission of digitally signed copy of Tender Documents/ Addendum/addenda
4. Eligibility proof
5. Two Envelopes

- Techno-commercial -Part
- Financial-Part

6. Offline Submissions:

The bidder is requested to submit the all the below documents offline to **AGM MM, Room No 123, Ist Floor, O/o CGM(T), BSNL, Karnataka Circle, Bengaluru-08** in a sealed envelope before due date. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD/Bid Security in Original.
2. DD/ Bankers cheque against payment of tender fee.
3. Power of attorney in accordance with clause 14.4 of Section-4 Part A.
4. Integrity Pact. (Applicable if the estimated cost is 10 Crore or above).
5. MSME registration certificate (Udhyam Registration Certificate with URN No) valid on the day of Bid opening if the MSE bidder is claiming concession for Tender fee & Bid Security.

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid submission also.

6.1 Online submission:

The following documents must be uploaded in CPPP portal

Sl.No.	Contents -Techno-Commercial	Submitted or Not
	EMD – Bid security (original to be submitted offline & scanned copy to be submitted online)	
2	DD/ Banker's cheque of Tender fee (original to be submitted offline & scanned copy to be submitted online)	
3	Power of Attorney in accordance with clause 14.4 of section 4 Part A and authorization for executing the power of Attorney. (original to be submitted offline & scanned copy to be submitted online)	
4	Integrity Pact (if applicable)- (original to be submitted offline & scanned copy to be submitted online)	
5	Udhyam Registration Certificate issued by MSME with URN No in case of MSE Bidders.- (original to be submitted offline & scanned copy to be submitted online)	
6	Valid PAN No.	
7	Valid GST Registration Certificate with all Annexures or exemption certificate No.	
8	Original Bid Form as per Section-9 Part-A.	
9	Original Bid Document for having Read, Understood & Complied to with seal & signature in all pages of the Tender document (scanned copy)	
	List of all Board of Directors of the company	
11	Near relative certificates(s) as per format-6(B) of Section-6 and clause 34.4 of Section-4 part A	
12	Clause-by-Clause compliance statement pursuant to clause 11.2 (c) Section-4 Part-A in the format of annexure-7(F) of Bid Document.	
13	No deviation statement for Clause-by-Clause compliance as per clause 11.2(c) of Section-4 Part-A in the format of annexure-7(G) of Bid Document.	
14	Scanned Copy of Certificate of Incorporation/ Registration of firms etc. as applicable	
15	Scanned Copy of Memorandum of Association (or Partnership deed, if not a proprietor firm).	

16	Scanned 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)	
17	Documentary evidence for technical capability as per clause 10 Section-4 Part-A.	
18	Documentary evidence for financial capability as per clause 10 Section-4 Part-A.	
19	Any other supporting documents asked for in bid document.	
Contents Financial Bid/ BoQ (Only Online)		
1	Original Price Schedule (BOQ) as per Section-9 Part-B.	

NOTE:

- (i) It is strictly instructed that documents should be uploaded in order as detailed above.
- (ii) No document should be uploaded twice.
- (iii) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning ‘the document ...<name>.... called vide clause _____ is not applicable on us.
- (iv) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

6.2 Price schedule / BOQ

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule / BOQ file shall render it unfit for bidding. Following steps may be followed

- i) Down load price schedule / BOQ part
- ii) Fill rates in down loaded price schedule / BOQ
- iii) Save filled copy of downloaded price schedule / BOQ file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
- iv) Download price schedule / BOQ Section-9 Part B in **Excel format**. Fill up required information and save in your computer for uploading it while submitting the bid

7. Special Note on Security of Bids

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

8. Public Online Tender Opening Event (TOE)

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

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

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

7. E-Reverse Auction : No reverse auction

E-Reverse Auction would be conducted on unit/total package/net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial Part.(Not Applicable).

8. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPPP Portal. The help information provided through 'CPPP User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP. The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first tender submission deadline on CPPP.
3. Get your organization's concerned executives trained on CPPP using online training module well in advance of your tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP (BSNL should not be responsible any problem arising out of internet connectivity issues).

Important Note:

1. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
2. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

For further instructions, the vendor should visit the home -page of the portal (<https://www.eprocure.gov.in>)

11. Minimum Requirements at Bidders end

Computer System with good configuration (1 GB RAM, OS Windows 7 or higher version) ,Broadband connectivity. Microsoft Internet Explorer 8.0 /Mozilla Fire Fox, Digital Certificate(s) and latest version of Java installed.

12. Vendors Training Program

Vendors may contact the CPPP Helpdesk personnel given in clause 4 of Section 4 Part C, for any type of training/help, which they may require while uploading the bids.

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Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been

completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Section 5
SECTION-5 Part A
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

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

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

4.1. Performance Security: The successful Bidder has to submit a 5% of the total amount of the Tender cost in the form of Performance Bank Guarantee from a Nationalized/Scheduled Bank valid for a period up to 24 Months (to be extended with extension of tender) and enter into agreement with BSNL Mobile Services, Karnataka Circle, Bangalore. BSNL Mobile Services, Karnataka Circle, reserves the right to revise it subsequently.

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

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

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

4.3 The PBG will be released only after six months of success installation and commissioning of the Link. (Leased Dark Fiber).

5. INSPECTION AND TESTS

5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.

- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate.
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

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

7. TRAINING (Not Applicable for this Tender)

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

8. INCIDENTAL SERVICES (Not Applicable for this Tender)

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

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

9. SPARES (Not Applicable for this Tender)

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

- (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
- (b) In the event of termination of production of the spare parts, the supplier shall:
 - (i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
 - (ii) following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

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

10. WARRANTY (Not Applicable for this Tender)

11. PAYMENT TERMS

11.1 The payment will be made on work order basis. Invoices to be submitted after completion of works as per the work orders issued. Any pending penalty/deductions from processed invoices will be deducted from other subsequent invoices/balance payments.

Payment shall be made on receipt of GST invoice by CO TLC/AO(TLC) in triplicate after deducting suitable taxes and **back to back penalty**. Any liquidated damages or penalties applicable shall be recoverable from the invoices submitted by the contractor. For claiming this payment the following documents are to be submitted to the paying authority.

- (a) Invoice in triplicate 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) Taking over certificate/BCPC (Bill Copy payable Challan) after commissioning of the link with date from consignee concerned.
- (c) E-way bill as prescribed in the GST law in case of movement of goods , if applicable .
- (d) Proof of payment of GST, if applicable.
- (e) 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.

11.3. 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.

11.4. No payment will be made for goods rejected at the site on testing. (Not applicable)

11.5. The bidder has to give the mandate for receiving payment costing Rs. 25000/- and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:- (Not applicable)

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

12. PRICES

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

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

- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
- (b) In case of reduction of taxes and other statutory duties during the scheduled

delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.

- (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

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

13. CHANGES IN PURCHASE ORDERS

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

14. SUBCONTRACTS

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

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

16. LIQUIDATED DAMAGES: As per Annexure C

17. FORCE MAJEURE

- 17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of

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

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

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

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

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

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

19. **Tax Indemnity clause:** The contractor shall reimburse the loss of input Tax credit due to failure of the contractor or due to a default of supplier. BSNL has the right to recover Input Tax Credit loss suffered by it due to any mis-declaration on invoice by the supplier.

20. **ARBITRATION**

I.(applicable in case of supply orders/ contracts with firms, other than Public sector Enterprise) (Not applicable in cases valuing less than Rs. 5 Lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 Lakhs to Rs.5 Crores.	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 Crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

3. Neither party shall appoint its serving employee as arbitrator.
4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
5. Parties agree that neither party shall be entitled for any pre-reference or pendente lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in section 29 B of the Arbitration conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is Rs.5 Crores.

29B. Fast track procedure-

- (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
 - a. The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;

- b. The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- c. An oral hearing may be held only, if , all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- d. The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provision of sub-section (3) to (9) of section 29 A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties]

7. The arbitral tribunal shall make publish the award within time stipulated as under:

Amount of claims and counter claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Upto Rs. 5crores	Within 6 months (Fast Track procedure)
Above Rs. 5Crores	Within 12 months

However, the above time limit can be extended by the arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

8. In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the presiding arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be)

10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

II. (applicable in case of supply orders/ contracts with BSNL and Central Public Sector Enterprises (CPSEs) Government Department(s)/Organization(s) as the ease may be as per DPE guidelines for Settlement of commercial disputes between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Department(s)/Organization(s) through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax,

Customes & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE (GM)/FTS-1835 dated 22-05-2018.

Further, with regard to already signed/existing contracts, existing arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

III. APPLICABLE LAW AND JURISDICTION

a) The supply order for good or services, including all matters connected with this supply order shall be subject governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian courts at the place from where the purchase order has been placed.

b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT, BSNL, Karnataka Circle Bengaluru-08 or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

The venue of arbitration shall be Office of the CGMT, BSNL, Karnataka Circle, Bengaluru-08.

21. SET OFF

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

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or 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.

22. INTIMATION OF SUPPLY/WORK ORDER STATUS

The bidders, who are given Work Orders, must give the details of the link status against the Work Orders every quarterly on the first working day of the following Quarter to concerned Officer as well as to Nodal Officers of BSNL Circles through E- mail.

23. 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.

24. FALL CLAUSE

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

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

And / or

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

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

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

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

25. COURT JURISDICTION

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

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

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

26. General Guidelines:-

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

27. GST Invoice

- 27.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 27.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 27.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- 27.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.
- 27.5. Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise
- 27.6. BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL
- 27.7. 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.
- 27.8. E-waybill number should be mentioned on the invoices
- 27.9. 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.

- (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.
- (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:
- i. Uploading appropriate invoice details on the GSTN within the stipulated time.
 - ii. Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by, supplier for capturing information on the invoice.
 - iii. Supplier needs to pay the entire self-assessed tax on timely basis.
 - iv. Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.
 - v. Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier.
 - vi. A self-declaration along with evidence that the bidder is not black listed by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

27.10 Refer Annexure below(placed as Annexure- A1) for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice

27.11. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.

27.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

1. Payment Terms:

- 1.1 As per clause 11 of section-5 part A of the tender document.
- 1.2 Payment will be made on work order basis .Invoices to be submitted after completing the works as per work orders issued.
- 1.3 Any pending penalty/deductions from invoices will be deducted against the subsequent invoices.

2. Penalty : Penalty imposed by Government Organization will be passed on to the Bidder on back to back basis

3. Liquidated Damages (LD) : Liquid Charges of 1% of the Estimated Cost will be imposed as penalty for every additional week.

4. Contract extension

The Contract shall be valid for a period of one year from the date of acceptance of APO/LOI. There shall be provision for extension of the contract by another 1 year subject to approval of the competent authority.

5. Interest on deferred claim

No interest on any deferred claim of the Bidder arising out of this contract shall be payable in any case whatsoever.

6. Warranty – Not Applicable.

7. Delivery Schedule - As per Clause - 7 of Section - 2.

8. The links declared as Force Majeure during maintained will be scrutinized by BSNL and Vendor has to extend full support at BSNL site for inspection. The decision of BSNL in respect to declaration of force majeure shall be final.

9. BSNL reserves the right to terminate the contract at any point of time without assigning any reason.

10. Loading:

- (a) In case any item is not quoted by a Bidder mentioned in the SOR of the tender document or the price of any item is not available in its own bid, then the bid shall be loaded by the highest price quoted by any of the bidders for that item. The loaded item shall be supplied at lowest cost quoted by any of the bidder.
- (b) Cases in which the bidder has quoted for less quantity for any of the items than that indicated in the SOR of the tender document, then the price bid shall be

loaded to the extent of the difference in quantity of the item to meet the full requirement of the SOR on a pro-rata basis for the purpose of evaluation & ordering.

- (c) No de-loading of the bid is envisaged, if the quoted quantity in the bid is higher than that requested in the tender for the purpose of evaluation.
- (d) AMC cost shall not be paid for all items supplied free of cost on account of the loading. The same principle shall be applied for the cost towards services and all other items.
- (e) Offer to the L1 bidder(s) after correcting the arithmetical errors and effecting change in unit prices due to loading shall not tantamount to counter offer. If not accepted by the bidder, then he/ she shall be liable to be barred from participating in future tenders/ EOIs/ RFPs of BSNL for a period of two years.

Section 5 Part C
General Conditions of AMC
(Not applicable for this tender)

**SECTION-6
UNDERTAKING & DECLARATION**

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

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.

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

3. No addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

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

Date:
Signature of Tenderer

Place: Name of Tenderer
Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

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

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

Signature of Tenderer
With date and seal

SECTION-6 Part C
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 4.1(g) of Section 1 and 1.1(g) of Section 4 Part B of NIT regarding restrictions on
procurement from a bidder of a country which shares a land border with India:

1. 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).
2. 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].
3. 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 D

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, Government 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, Government 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, Government 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 7
PROFORMAS**

PROFORMA FOR THE BID SECURITY/ EMD GUARANTEE
(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security / EMD guarantee.

Whereas M/s R/o
..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the “B. G. Amount”) valid up to/...../ 20.... (hereafter known as the “Validity date”) in favour of DGM (MM) BSNL,O/o CGMT, No.1 S.V. Road, Karnataka Circle, Halasuru, Bangalore (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.

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

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

performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the “B. G. Amount” and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker’s Cheque in favour of “AO (Cash) BSNL Circle Office” payable at Bangalore.
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 Nos.....

SECTION – 7 PART B

PROFORMA FOR THE PERFORMANCE GUARANTEE

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

Sub: Performance guarantee.

Whereas DGM (NPD-I) O/o CGMT, BSNL, Karnataka Circle, No. 1 Swami Vivekananda Road, Halasuru, Bangalore-8 R/ohereafter referred to as BSNL) has issued an APO no. Dated/...../2020 awarding the work of to M/s R/o (hereafter referred to as “Bidder”) and BSNL has asked him to submit a performance guarantee in favour of DGM(CFA MM) BSNL, O/o CGMT Karnataka Circle, Halasuru, Bangalore-8 of Rs./- (hereafter referred to as “P.G. Amount”) valid up to/...../20 (hereafter referred to as “Validity Date”) Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called “the Bank”) agreed to give this guarantee as hereinafter contained:

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

SECTION-7 PART C

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING EVENT.

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

Subject: Authorization for attending Bid opening

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

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

.....
Signature of the Representative

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

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

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

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

SECTION -7 PART D

MODEL AMENDMENT LETTER INTIMATING CONDITIONS FOR EXTENSION OF DELIVERY PERIOD

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

Registered A Due

Address of the purchaser

To

M/s
.....

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

Ref :Your letter no..... dated

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

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

1. That, liquidated damages shall be levied in accordance with agreed Clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per Clause 12 Section-5 Part A.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed Clauses 12 and 24 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.
4. An additional BG of ₹. _____ in accordance with Clause 15.3, Section- 5PartA of the contract with validity up to _____.
5. An undertaking as required vide Clause 23.3, Section-5A. Otherwise furnish the details as requisite in Clause 23.4 Section 5 Part A”

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

Yours faithfully,

(.....)

for and on behalf of.....

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

SECTION -7 PART E

MODEL AMENDMENT LETTER FOR EXTENSION OF DELIVERY PERIOD

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

Registered Acknowledgement Due

Address of the purchaser

To

M/s
.....

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

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

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

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

- (a) Liquidated damages shall be levied in accordance with agreed Clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per Clause 12 Section-5 Part A.
- (c) The prices during this extended delivery period shall be governed as per Clauses 12 and 23 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

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

Yours faithfully,

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

Copy to :

.....

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

SECTION- 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

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

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

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

7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi?
 If so state its Address

10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to

Execute the contract, if awarded.
GSTN 1.....
GSTN 2.....
GSTN 3..... and so on

Place.....

Date
.....

Signature of contractor
Name of Contractor

SECTION-9

BID FORM

To

From,

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

.....
.....

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

Ref: Your Tender Enquiry No.dated

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

Dated: day of 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 for Indigenous Supply**

S l N o	SoR Item Description	T o t a l Q u a n t i t y	Basic Unit Price exclu ding all taxes & charg es	FF packin g		GST						All Incl usiv e Unit Cost	Amou nt of Input tax Credit (ITC) to be availe d by BSN L	Unit price excl udin g ITC amo unt (net total cost)	Tota l price . Inclu sive of all levie s and charg es but excl udin g ITC (net total cost)	HS N for goo ds and SA C for serv ices
				R a t e	A m t	CGST		SGST		IGST						
						R a t e	A m t	R a t e	A m t	R a t e	A m t					
1	2	3	4	5	6= 5x 4	7	8=7x (4+6)	9	10=9 x(4+6)	1 1	12=11 x(4+6)	13= 4+6 + [(8+ 10) or 12]	14=(8 +10) or 12	15=1 3-14	16=3 x15	17
1	Provisioning, commissioning, integration, testing, acceptance and maintenance of Dark fiber & Protection path (Rates inclusive of both main & protection links)	1														

1. Bidder must mandatorily quote for all GST components (CGST, SGST, and IGST) as required.
2. If Annual maintenance Contract charges are required to be quoted as per SOR, basic charges should be shown in column 4 & the Goods and Services Tax (GST) in column 7 to 12.

3. 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.
4. 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.
5. * %ge Rate of FF & packing should be shown of Basic Unit Price excluding all taxes & charges (i.e. as %ge of Col.4)
6. The FF & packing amount quoted shall not be subject to change after bid evaluation / ordering on account of change of Copper, Lead base price, charges in duties & taxes of Item, etc.
7. Bidder must mandatorily mention HSN & SAC numbers.

Declaration by bidder

1. “We here by 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 1st July 2017 and further extended on more Items till date”
2. “We hereby certify that HSN / SAC shown in column 17 are correct & credit of GST for the amount shown in column 14 above are admissible as per GST Laws.”

Name of Bidder

ANNEXURES

Annexure – A

Technical Requirements for Dark fiber:-

Sl. No.	Description	Bidder's Compliance (Fully Complied/ Partially Complied/ Not Complied)	Remarks
1	Dark fiber connectivity between DC END A & DC END B with diversified path at New Delhi , DR END A & DR END B with diversified path at Chennai		
2	Rates should inclusive of co-location/Cross connection and all other infrastructure. TSP/ISP are advised to do survey before submitting the quotation.		
3	TSP's /ISP's provided Dark fiber shall be within the network of TSP/ISP only subcontracting not allowed, subcontracting allowed only for Cross connection & collocation		

DC End-A address:- Broadband Tower,Opp.Savitri Cinema Flyover,Greater Kailash-1
New Delhi 110048

DC End-B address :- 5th Floor,Videsh Sanchar Bhawan,Bangla Sahib Road,New Delhi
110001

DR End-A address:- Tata Communications Ltd. DR Site No: 4, Shivanandasalai Near Prasara
Bharathi TV Station Chennai

DR End-B address :- #226,Red Hills Road, Kallikuppam, Ambattur,Chennai-600053

ANNEXURE-B

Track Record of Past Implementation of Projects

[On Firm's / Company's letter head]

Name of the Bidder_____

List of Bidder's Major Customers

Sl. No.	Name of the Client	Contact Person's Name and email ID	Telephone Number / Mobile Number	Postal Address with Pin code
1	2	3	4	5

(Enclose necessary documentary proof)

Date:

Signature with seal

Name

Designation:

ANNEXURE-C

SLAs for Dark Fibre Connectivity

Measurement	Definition	Target	Liquidated damages
Restoration time of Synchronous Replication links between Data Centers and their near site	Measures restoration of synchronous replication links and alternate paths provisioned between DCs and their respective near sites when they goes down. Time will be calculated after CBEC raise the ticket of non-availability of link or its alternate path provisioned	Any one synchronous link which goes down needs to be restored within 4 hours. In case both links are down the time for restoration is 2 hours	If any one path goes down including redundant path, the penalty to be levied based upon restoration after ticket is logged. It is applicable to every incident. Restoration of link- a) Upto 4 Hours - No penalty b) Between 4 Hours and to 8 Hours - 1% of monthly charges for Synchronous links c) Between 8 to 12 Hours - 2% of monthly charges for Synchronous links d) Between 12 to 16 Hours - 3% of monthly charges for Synchronous links e) Between 16 to 20 Hours - 4% of monthly charges for Synchronous links Beyond 20 Hours - 5 % of total monthly charges for Synchronous links

- Links should be delivered/established within 2 weeks of time, for each week delay 1% of estimated cost will be imposed as penalty OR PENALTY IMPOSED BY GOVERNMENT ORGANIZATION WILL BE PASSED ON TO TSP/ISP on back to back basis .

Payment terms:-

Annual recurring charges will be paid after deducting applicable taxes and penalties levied on quarterly basis after receiving payment form CBIC

ANNEXURE-D
Other Terms & Conditions

1. Effective Date:

The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The BSNL reserves the right to consider the late acceptance of the order, if any, at its discretion.

2. Project Execution:

The BSNL and the selected bidder shall nominate a Project Manager immediately on acceptance of the order. However, for escalation purpose, details of other persons shall also be given.

3. Preliminary Scrutiny:

The BSNL will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement, whether the documents have been properly signed and whether items are offered as per BID requirements. Whether technical documentation as required to evaluate the offer has been submitted.

Prior to detailed evaluation, the BSNL will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions of the Eligibility Criteria and bidding document is submitted without any material deviations.

4. Clarification Of Offers:

During the process of scrutiny, evaluation and comparison of offers, the BSNL may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the BSNL and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the BSNL

The BSNL may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the bidders and the BSNL reserves the right for such waivers.

5. Cooperation with BSNL

The Bidder, who is awarded the order under this tender, should co-operate with BSNL or any other agency which has been entrusted with or involved in the work .

6. Bidders Presentation /Site Visits / Product Demonstration/POC

The BSNL/Government organization reserves the right to call for a presentation on the features and functionalities from those Bidders during evaluation of Technical Bid.

The BSNL/Government organization at its discretion may call for providing of Proof of Concept (PoC) at the site mutually agreed.

All expenses incurred in connection with the above shall be borne by the bidder.

7. Order Cancellation / Termination of Contract:

The BSNL reserves its right to cancel the contract at any time by assigning appropriate reasons and recover expenditure incurred by the BSNL in the event of one or more of the following conditions:

Non submission of acceptance of order within 7 days of order.

Excessive delay beyond 4 weeks in execution of order placed by the BSNL.

Violation of terms & conditions stipulated in this BID.

BSNL shall have the right to serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during Contract period without assigning any reasons.

8. Modification/Cancellation of BID

BSNL reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. BSNL shall not incur any liability to the affected bidder(s) on account of such rejection. BSNL shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.

- 9. Severability:-**"Should any part of this agreement be declared unenforceable by TRAI through direction/order/regulation or if terms of license of BSNL are changed through any amendment or order of the Government, it shall be decided and mutually agreed upon by both parties by giving in writing to take appropriate steps to amend modify or alter this agreement if required".
- 10. Consequential Damages:** Any indirect or consequent damages arising out of this agreement, shall be discussed and settled as mutually agreed upon by both parties in writing.
- 11. Assignment:** - This agreement shall be binding upon the respective successors and permitted assigns of the parties. The rights of a party hereunder may not be assigned in part to any third party without the prior written consent of the other party. Any such permitted assignment shall not relieve the assigning party of any liability whether occurring before or after such assignment, arising out of activities carried out or events occurring prior to such assignment.

12. DISPUTE AND ARBITRATION:

ARBITRATION (APPLICABLE IN CASE OF SUPPLY ORDERS/CONTRACTS WITH FIRMS, OTHER THAN PUBLIC SECTOR ENTERPRISE)

(1) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

(2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing authority
Above Rs.5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: - BSNL will forward a list containing names of three empanelled arbitrator to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL).
Above Rs.5 crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

Above instructions for: -

- i) Empanelment of Arbitrators.**
- ii) Method of Empanelment.**
- iii) Terms and Condition for Empanelment.**
- iv) Terms & Conditions regarding Award.**
- v) Appointment of Arbitrator in a case.**
- vi) Fees payable to Arbitrators.**
- vii) Arbitrator's fess for disputes (Fast Track procedure)**
- viii) Annexure –I, Annexure – II, Form-A and Form – B are guided in BSNL Corporate Office vide letter no.MMS/135-1/2011-12(Pt.)/69, dtd-28.12.2017**

(3) Neither party shall appoint its serving employee as arbitrator.

4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such

person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall precede de novo.

5. Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 crores.

(II). Fast track procedure —

(1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;

(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues:

(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

(7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of claims and counter claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Up to Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs.5 crores	Within 12 months.

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

(8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

(9) The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

(10) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

APPLICABLE LAW AND JURISDICTION

- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural. For the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.
- (b) **Generally applicable to all contracts as per 'procurement policy'.**
- (c) Foreign companies: - Operating in India or entering into Joint Ventures in India. Shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts. Existing Arbitration clause for sole arbitrator can be invoked in case the parties waive. Subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing,

APPLICABLE LAW AND JURISDICTION

- a. The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural. For the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

b. Generally applicable to all contracts as per 'procurement policy'.

- c. Foreign companies/global tender: - Operating in India or entering into Joint Ventures in India. Shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

Set-off clause: -

“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”.

Force Majeure:-

Neither BSNL nor the TSP/ISP shall be liable to the other for any delay in or failure of performance of their respective obligation under the agreement caused by occurrences beyond the control of BSNL or the SI including but not limited to fire (including failure or reductions), acts of God, acts to the public enemy, was, insurrections, riots, strikes, lockouts, sabotage, any law, status or ordinance, thereof of any other local authority, or any compliance therewith or any other causes ,contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement, and cessation of such contingencies, and if such contingencies continue beyond three months. Both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to be adopted.

Confidentiality and Non-disclosure clause:- M/s vendor and its employees will strictly undertake not to record by any means or communicate or allow to be recorded by any means or communicated to any person or divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures and all information whatsoever concerning, or relating to the BSNL / vendor and its affairs to which they said employees have access or exchanged between or come to their knowledge in the course of performance of the contract

INTELLECTUAL PROPERTY RIGHTS:- M/s BSNL warrants that in the course of providing DARK FIBER, vendor shall not infringe the intellectual property rights of the BSNL or upon any third-party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for hardware, system software and application software.

SUB-CONTRACTING:- VENDOR shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ under the contract without the prior written consent of the BSNL.

Performance Bank Guarantee:- PBG worth of 5% of contract value should be submitted after finalization of the APO.

CHECK LIST FOR THE BIDDERS

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

Sl. No	DOCUMENTS	Submitted/Not applicable	Submitted/	Not
1	Cost of the tender document (₹590)			
2	Bid Security in the form of Bank Guarantee / Demand Draft / Banker's Cheque as specified in the DNIT for Dark Fiber of required length, valid up to 180 days from the date of tender opening.			
3	Scanned copy of Bid Form in Section-9 Part A and Price Schedule in Section-9 Part B Part-I duly filled up and signed.			
4	Scanned Copy of certificate of Incorporation.			
5	<p>a) Scanned copy of Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents as per Clause no. 14.3 of Section-4 Part A.</p> <p>b) Scanned copy of Power of Attorney should be as per the note under clause 3 (a) of section 2 if the representative of bidder company who uploads the document on e-tender portal using his Digital Signature certificate (DSC) is different from the Authorized Signatory of the bid (Power of Attorney holder)</p>			
6	Scanned 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) as per clause 14.3 of section 4 part A.			
7	Scanned Documents related to technical capabilities a per clause 10.2 (b) of section 4 part A.			
8	Scanned Documents related to financial capabilities of the bidder 10.2 (a) of section 4 part A			
9	Scanned copy of Clause-by-Clause compliance statement pursuant to Clause 11.2 .c of Section-4 Part A.			
10	Scanned copy of Memorandum of Understanding (MOU) and authorization from the original tendered item manufacturer, If applicable.			

Sl. No .	DOCUMENTS	Submitted/ Not submitted/ Not applicable
11	Scanned copy of declaration by the bidder under his digital signature that he has gone through the tender document and no addition / deletion / corrections have been made in the downloaded tender document and it is identical to the tender document appearing on web-site as per clause 12 of section 1.	
12	<p>Scanned Copy of Valid Registration with NSIC mentioning therein the tendered item with technical Specifications as mentioned in Section-III Part B Clearly. Confirmation about its current Validity is essential as per Clause 12 of Section-4 Part A.</p> <p style="text-align: center;">OR</p> <p>Bank Guarantee towards bid security on Non-Judicial Stamp Paper of proper value for the specified amount and valid till 30 days after the expiry of validity of offer (Bid Security valid for 180 DAYS from the date of opening of Bids) as per Clause 5 (b) of Section-1. A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid. The unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.</p>	
13	Letter of Authorization to attend Bid opening event	
14	Any other supporting documents asked for in bid document.	
15	Valid PAN No.	
16	Valid Goods & Service Tax Registration Certificate No. or Exemption Certificate No.	
17	Mandate Form(NEFT/RTGS)	
18	Tender document duly signed by the bidder	
19	Section-8 Bidder's Profile & Questionnaire	
20	Scanned Copy of Undertaking Section 6 Part C	
21	Scanned Copy of Undertaking Section 6 Part D	