



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o Chief General Manager Telecom,
BSNL, Tamilnadu circle.

Bid Document

Tender for Procurement of SMPS Power Plant Modules in Tamilnadu circle

Tender No: TNCO-23/11(11)/20/2023-MM UNIT (NWP-CFA) –CO dated 18.01.2024

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BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the Chief General Manager Telecom
Greams Road, Chennai-600006.

SECTION - 1 (Part A)
DETAILED NOTICE INVITING TENDER

Tender No:TNCO-23/11(11)/20/2023-MM UNIT (NWP-CFA) -CO dated at Chennai the 18.1.2024

For and On behalf of CGM, Tamilnadu Circle, Bharat Sanchar Nigam Limited (BSNL), tenders, on rupee payment basis, are invited in Single Stage Bidding and two stage Opening using two Envelopes (Techno-commercial bid and Financial bid) from the eligible bidders for supply of following items.

Table 1

SI No.	Item Required (Mentioned in Requirement)	Quantity	Unit Cost (Rs.)	Estimated Cost (Rs.)	Amount of Bid Security (EMD) in Rs.	Turnover Eligibility criteria
1	Eltek Power Plant Module 25 A	210	6,000	12,60,000	25,200	3,78,000
2	Eltek Power Plant Module 50 A	345	6,000	20,70,000	41,400	6,21,000
3	Eltek Power Plant Module 100 A	39	15,000	5,85,000	11,700	1,75,500
4	Lineage Power Plant Module 50 A	26	6,500	1,69,000	3,380	50,700
5	Eltek Control panel	189	20,000	37,80,000	75,600	11,34,000
6	Lineage Control panel	13	20,000	2,60,000	5,200	78,000
				81,24,000	1,62,480	24,37,200

Note1: The amount of EMD to be submitted by the bidder can be calculated based on the number of line items for which the bidder will be able to supply for the material.

For eg. If a bidder will be able to supply line item 1 & 2, (210 Nos of Eltek 25 A module & 345 Nos of Eltek 50 A module), then the bidder would have to submit an EMD of Rs.66,600 being the sum of Rs.25,200+41,400 mentioned against each line item in Table 1.

Note2: The eligibility criteria for the Turnover per year for last two years is calculated based on the number of line items (mentioned in the above Table 1) for which the bidder is intend to bid.

For eg. . If a bidder will be able to supply line item 3 & 4, (39 Nos of Eltek 100A module & 26 Nos of LineAge 50 A module), then the bidder would have to satisfy the eligibility Turnover criteria of Rs.2,26,200 which is being the sum of Rs.1,75,500+50,700 mentioned against each line item in Table 1.

Price of Bid document in Rupees in Rs.590 (Five hundred and ninty only)

1. The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25% or +25% of specified quantity at the time of award of the contract i.e. APO/ LOI without any change in unit price or terms & conditions.
2. **a) Accessibility of Tender Document:** Free viewing copy of Tender document/e-bidding can be obtained/done from the website www.tamilnadu.bsnl.co.in
- 2.1. The crossed Demand Draft for **Rs. 590/-** shall be drawn from any Nationalized /Scheduled Bank in favour of "AO (Cash), O/o Chief General Manager, Chennai payable at Chennai" shall have to be submitted towards tender fee along with the tender bid, failing which the tender bid will be rejected.

3. **Sale of tender Document:** Not applicable.

Note 1:- The Tender document shall not be available for download on its closing date.

4 **Eligibility Criteria:**

The eligible bidders should be Indian Companies/Firms registered to manufacture or sell the tendered item in India or Suppliers/Agents to foreign manufacturers duly authorized to sell their products in India OR the bidder must have the valid authorized distributorship/dealership of original Equipment Manufacturer.

The eligibility criteria on the Turnover per year for last two years is calculated based on the number of line items (mentioned in the requirement table of NIT) for which the bidder is intend to bid.

5. **EMD:** The bidder shall furnish the bid EMD in the following way.

a) Demand Draft drawn in favour of "AO (Cash), O/o Chief General Manager,BSNL,Tamilnadu circle" payable at "Chennai".

6. **Time and last date of submission of documents:** As specified in the covering letter of this tender document **(by 15:00 hours on 01.02.2024)**

Note 2:- In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. **Opening of Tender Bids: At 15.00 hrs on 02/02/2024**

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

Bids will be opened at the Chamber of **AGM(MM)**, O/o Chief General Manager Telecom, BSNL, Chennai, Chennai-600006. **Tender bids received after due date & time will not be accepted.**

9. Incomplete, ambiguous, conditional tender bids are liable to be rejected.

10. BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. BSNL is not bound to accept the lowest tender.

11. 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 e-tender portal.

12. The queries in respect of this bid document, if any, can be submitted through email to tendertnc@gmail.com latest up to 29/01/2024.

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

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

All computer-generated documents should be duly attested/ signed by the issuing organization.

Note-4: Cost of Tender form (in the form of Demand Draft in original) and Bid Security (in the form of Demand Draft in original) have to be submitted to AGM(MM), 1st Floor, O/o CGM , BSNL, Chennai before the scheduled date and time of submission of the Tender, otherwise the bid will not be considered.

All required documents as per Clause 10 of Section 4 Part A along with Tender document (duly attested by authorized signatory) is also required to be submitted online before the scheduled date and time of submission of Tender.

Before submitting the bid on the due date kindly see all corrigendum/clarification issued on the website.

Name of tender	Supply of SMPS Power Plant Modules
Time and last date of physical submission of documents	Upto 15.00 hrs on 01/02/2024
Time and date of Tender Opening	At 15.00 hrs on 02/02/2024

AGM(MM),
O/o CGM, BSNL, Tamilnadu Circle,
044 -28295220
M: 9486104380
Chennai-600006.

Section- 2
Tender Information

1. **Type of tender:** Two Stage bidding using Two Electronic Envelopes system
Note: The bids will be evaluated techno-commercially and financial bids of techno-commercially compliant bidders only shall be opened.
2. Bid Validity Period: 180 days from the tender opening date.
3. **Bid Document:**
 - 3.1 The **techno-commercial part** of bid shall contain one set of the following documents only.
 - a) EMD as per Section I.
 - b) Cost of the tender documents i.e. tender fee as per Section-I Part A.
 - c) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Section-I & Section 4 Part A.
 - d) **Documents stated in clause 10 of Section-4 Part A & Clause by clause compliance as per clause 11.2 of Section-4 Part A**
 - f) Bidder's Profile duly filled
 - g) Undertaking & declaration in Performa duly filled & signed
 - h) No-Near Relation Certificate in Performa duly filled & signed
 - i) Tender/ Bid form duly filled & signed as per Section-9.
 - J) Price schedule as per Section-9 (b).

Note: Please refer to Checklist given at Appendix 2 for additional documents to be submitted. EMD & cost of tender document will be submitted in original.

- 3.2 The **financial part** of bid shall contain one set of the complete price schedule as per Section 9 Part B and any supporting documents required.
 - ✓ Financial Bid (BOQ) to be submitted online.
 - ✓ Scanned copy of Price sheet duly filled, signed and stamped is also to be uploaded in Financial Envelope.In case of discrepancy between values entered in price sheet and those in BoQ, the values entered in Price sheet will prevail.

Note: The following documents are required to be submitted to AGM(MM), 1st floor, Office of the Chief General Manager Telecom, BSNL, Chennai on or before the date & time of submission of bids in a sealed envelope.

1. EMD- Bid Security (original copy)
2. DD/Banker's cheque of tenders fee
4. **Payment terms:** As per Clauses of Section 5 Part A.
5. **Delivery Schedule:** 21 Days from date of PO or schedule specifically stated in PO.
6. **PO Issuing Authority:** AGM(MM), O/o CGM, BSNL, Chennai.
7. **Consignee:** Consignee details will be intimated at the time of issue of Purchase Order and the items are required to be delivered across Tamilnadu & Pondicherry.

SECTION –3 Part A
SCOPE OF WORK

This tender is for the procurement of SMPS Power Plant Module and Control panel for the Eltek & Lineage models of Power Plant of various capacities, to be delivered across various Business Areas in Tamilnadu circle as per the list/specification in Schedule of Requirements.

SECTION –3 Part B
Technical Specifications

TEC No.GR / BSNL / SPECIFICATION / SMP-001 / 01 March 2014 with latest amendments.

SECTION –3 Part C

Schedule of Requirements

1. Schedule of Quantity for ELTEK Powerplant Module and Lineage Powerplant module

Business Area	ELTEK Module Quantity				LINEAGE Module Qty
	25A	50A	100A	Total Qty	50A
Coimbatore	13	9		22	0
Cuddalore	4		1	5	2
Erode	3	8	4	15	0
Madurai	32	78		110	0
Nagercoil	9	66	2	77	
Pondicherry	37	10	5	52	
Salem	14	48	8	70	4
Tirunelveli	65	54	3	122	2
Thanjavur	3	39		42	16
Trichy	2	6	4	12	
Vellore	28	27	12	67	2
	210	345	39	594	26

BSNL shall have the right to increase or decrease the quantum of work up to 25% of the total requirement without any change in the rate or other terms and conditions at the time of award of contract or during the operation of contract.

2. Schedule of Quantity for **ELTEK Powerplant Control Panel** for various capacities:

Eltek 25A Control Panel	Year of Manufacture											
	BA	2009	2010	2011	2012	2013	2014	2015	2016	2017	2019	Total
Coimbatore	2	3								2		7
Cuddalore										1		1
Erode			0			0		0	0	2		2
Madurai		1		1			1		1	8	2	14
Nagercoil										3		3
Pondicherry										4		4
Salem	5											5
Tirunelveli										11	3	14

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Thanjavur	0											0
Trichy			3					1				4
Vellore									2			2
Total	7	4	3	1	0	1	1	1	1	33	5	56

Eltek 50A Control Panel	Year of Manufacture									
	2010	2011	2013	2014	2015	2016	2017	2018	2020	Total
Coimbatore	1			1		0	2			4
Cuddalore										0
Erode							4			4
Madurai		2				6	14	0	2	24
Nagercoil			3				16			19
Pondicherry							2			2
Salem						18		10		28
Tirunelveli	4					7	4			15
Thanjavur	0	4			1	3	8			16
Trichy	4	2								6
Vellore						2	1			3
Total	9	8	3	1	1	36	51	10	2	121

Eltek 100A Control Panel	Year of Manufacture				
	2009	2011	2016	2019	Total
Coimbatore	1				1
Cuddalore				0	0
Erode	0			2	2
Madurai					0
Nagercoil				1	1
Pondicherry					0
Salem			0	4	4
Tirunelveli					0
Thanjavur					0
Trichy		2	2		4
	1	2	2	7	12

3. Schedule of Quantity for **LINEAGE Powerplant Control Panel** for various capacities:

Lineage Make	25A	50A		100A	Total
Business Area	Yr 2010	Yr 2018	Yr 2019	Yr 2018	
Coimbatore		2		1	3
Cuddalore					0
Erode			4		4
Madurai					
Salem	1				1
Tirunelveli			1		1
Thanjavur		1	3		4
	1	3	8	1	13

SECTION –4 Part A GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. Definitions

- (a) **“The Purchaser”** means Bharat Sanchar Nigam Limited (BSNL) through the O/o Chief General Manager Telecom, BSNL, Chennai.
- (b) **“The Bidder”** means the individual or firm who participates in this tender and submit its bid.
- (c) **“The Supplier”** 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 Indent”** means the indention of Purchaser to place the Purchase Order on the bidder.
- (f) **“The Purchase Order”** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase order shall be deemed as **“Contract”** appearing in the document.
- (g) **“The Contract Price”** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **“Validation”** is the 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 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 bidders to whom work in this tender is awarded.

2. ELIGIBILITY CONDITIONS:

- i The eligible Bidders should be Indian companies registered to manufacture/sell the tendered item in India. Authorised Dealer of the tendered item shall also be eligible to participate. The Bidder must not be black listed by any PSU or Govt. Organization during last 5 years.
- ii **The bidder shall be an Indian Company/firm/Authorised dealer with a minimum experience of 1 year in selling/servicing the products.**
- iii For eligibility and qualification Section 4 Part A Clause 10 will also be applicable.

3. 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. 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 Document in every respect will be at the bidder’s risk and may result in rejection of the bid.**

5. CLARIFICATION OF BID DOCUMENTS:

- 5.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing or by Fax or by Email of the Purchasers mailing address indicated in the Invitation for Bid. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives **not later than 3 days prior to the date of opening of the**

Tenders.

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

6.0 AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the 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 online on the tender/e-tender portal of BSNL.
- 6.3 In order to afford a prospective bidder reasonable time to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7. DOCUMENTS COMPRISING THE BID:

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

8. BID FORM:

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

9. BID PRICE:

- 9.1 The bidder shall give the total composite price inclusive of all levies & charges, packing forwarding, freight and insurance, GST etc, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per Price Schedule given in Section 9. Prices of incidental services should also be quoted. The offer shall be firm in Indian rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (i) The Basic Unit price (Ex-Factory Price) of the goods, includes Freight, Forwarding Packing, Insurance and any other levies/charges already paid or payable by the supplier excluding GST shall also be quoted separately item wise.
- (ii) The Supplier shall quote as per price schedule given in Section 9 for all/any the items given in schedule of requirement at Section-3 Part B.
- 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 prices of equipment/system offered.
- 9.5 **"DISCOUNT**, if any, offered by the bidders shall not be considered unless they are 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
- 9.6 The price approved by the BSNL for procurement will be inclusive of GST, packing, forwarding, freight and insurance as mentioned in Para 9.1 above subject to other terms & conditions as stipulated in clause 22.2 of section 4 and clause 12 of section-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 Price shall be inclusive of freight and delivery at required BSNL premises anywhere within Tamilnadu Circle as requested in P O.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidders eligibility the following documents or whichever is required as per terms and conditions of Bid Documents:
- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
- b) Authorisation letter from the reputed firm, in case the supplier is a dealer.
- c) Copy of latest IT Return.
- d) Power of Attorney as per clause 14.4 (a) and authorization for executing the Power of Attorney as per clause 14.4 (b) and (c). (if applicable)

- e) Documentary proof of applicable rate of GST (if applicable).
- f) 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.
- g) Copies of PAN No., GST Registration number.
- h) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 33.
- i) Articles or Memorandum of Association or partnership deed or proprietary ship deed as the case may be.
- j) List of Directors including their name(s), Director Identification Number(s) (DIN) and addresses) along with contact telephone numbers of office and residence.
- k) Registration Certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India if applicable.
- l) Approval from Reserve Bank of India/SIA in case of foreign collaboration.
- m) Copy of Experience certificate (1 year).
- n) GSTR 3B along with REG06.

10.2 **Documentary evidence for financial and technical capability**

- a) The bidder shall furnish audited Annual report and/or a certificate from its bankers to assess its solvency / financial capability.
- b) Documentary evidence with respect to supply of the material may be provided.

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 its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidence of “goods and services ” conformity to the “Bid Documents may be in the form of literature, drawing, data etc. and he shall furnish:
 - (a) a detailed description of the goods’ with essential technical and performance characteristics;
 - (b) a clause-by-clause compliance on the purchaser’s Technical Specification demonstrating substantial responsiveness to the Technical Specifications(Section- 3 Part B). In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications shall be given by the bidder. A bid without clause-by-clause compliance of the Technical Specifications shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the Clause 11.2 above
- 11.4 The bidder shall note that the standards for the material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

12. **BID SECURITY/EMD:**

- 12.1 (i) The bidder shall furnish a bid security of amount as specified in detailed NIT (Section 1 Part A). The bidders in the category of Micro and Small Enterprises (MSEs) who are registered with MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. A proof regarding valid registration with MSME/NSIC for the tendered items shall have to be attached along with the bid. – Not applicable for this tender
(ii) If a vendor registered with MSME bodies like NSIC etc under single point registration scheme 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.- Not applicable for this tender
- 12.2 The bid security is required to protect the Purchaser against the risk of bidders conduct which would warrant the **forfeiture** of bid security pursuant to para 12.7.
- 12.3 The bid security shall be submitted in the form as specified in clause 5 of detailed NIT (section-1 Part A).
- 12.4 A bid not secured in accordance with Para 12.1 & 12.3 shall be summarily rejected by the Purchaser being non-responsive at the bid opening stage.
- 12.5 The bid security of the unsuccessful bidder will be returned/ discharged as promptly as possible and within 60 days of acceptance of tender but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder(s) bid security will be discharged upon the bidders acceptance of the advance purchase order/Letter of Indent satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24 & 27 of this

12.7 The bid security may be forfeited:

If he 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 if the bidder does not accept the APO/ AWO/ LOI and/ or does not submit PBG as per clause 27.2 or if the bidder/firm is found to be blacklisted by any PSU at any stage of tender/supply.

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

13. **PERIOD OF VALIDITY OF BIDS:**

13.1 Bid shall remain valid for period of **180 days** from the date of bid opening by the Purchaser, pursuant to Clause 19.1. **A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PURCHASER AS 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. A 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. **FORMAT AND SIGNING OF BID**

14.1 (i) 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.

(ii) The copy of quality manual and Article or Memorandum of Association should be submitted along with other documents if required.

14.2 The bid shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrected documents or revisions shall be authenticated by the person signing the bid using digital signature.

14.4 **Power of Attorney**

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

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

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

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

15. **SEALING AND MARKING OF BIDS:**

15.1 The bid should be submitted online using Two stage bidding. The first envelope –Technical part shall consist the eligibility requirements, Technical specification and compliance to all terms and condition of the bid document including clarifications, addendums. The second envelope- Financial part shall contain price schedule i.e. tender/Bid form only.

15.2 Venue of Tender Opening: Specified in Clause 8 of DNIT (Section 1 Part A)

16. **SUBMISSION OF BIDS**

16.1 **Bids must be submitted online by the bidders as per instructions in Section 4 Part A not later than the specified date & time indicated in the covering letter.**

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

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the systems / equipment / packages as per requirement of the Bid Documents. Only one

independent and complete offer shall be permitted from the bidder.

17. LATE BIDS

No bid shall be accepted after the specified deadline for submission of bids prescribed by the purchaser pursuant to clause 16.

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. If a bid is withdrawn, the same shall be archived un-opened in E-tendering portal.
- 18.2 No bid shall be allowed for modification subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY PURCHASER:

- 19.1 The purchaser shall open bids in the presence of bidders or their authorized representative who chose to attend, at time specified in Clause 7 of DNIT(Section-1 Part A) on due date. The bidder's representatives, who are present shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening {A Format is given in section 7(e)}.
- 19.2 Only one representative of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 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 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 on 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. 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. 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, his bid shall be rejected.**
- 21.3 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.
- 21.4 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.
- 21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 (a) The evaluation and comparison of responsive bids shall be done item wise on the prices of the goods offered include Packing, Forwarding, Freight and Insurance charges etc. excluding GST, as indicated in the price schedule in the Section 9 of the Bid-document.

If any bidder is not able to quote or supply any of the items, the bid will be summarily rejected.

- (b) (i) GST will be indicated separately in the PO/APO/LOI.
- (ii) Vendors should furnish the correct GST Head in the price Schedule. If the credit for the GST is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- (iii) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the GST where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST notifications.

22.3 Final ranking **and lowest price for the L-1 for each item** in the tender will be arrived by comparing the bids of technically & commercially responsive bidders. The purchaser reserves the right to exclude certain items from this tender where price is unreasonably high.

23. CONTACTING THE PURCHASER:

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

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

24. 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. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in GST within scheduled delivery date (SDD), the unit prices with applicable revised GST will be paid to suppliers irrespective of their ranking keeping other 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 for each item.

25. PURCHASER'S RIGHT TO VARY QUANTITIES:

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

(b) **The tender will be valid for one year.**

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

The Chief General Manager, BSNL, Tamilnadu 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(APO) / LETTER OF INDENT (LOI)

27.1 The issue of an Advance Purchase Order/ Letter Of Indent 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/ Letter of Indent, give his acceptance along with performance security in conformity with proforma enclosed in Section 7(d) provided with the bid document.

27.3 L-1 bidder may be issued APO / LOI

28. SIGNING OF CONTRACT: (Deleted)

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of tender 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

30. QUALITY ASSURANCE REQUIREMENTS (Deleted)

31. REJECTION OF BID:

- 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 which shall result in outright rejection of the bid.
- (i) **Clauses 12.1, 12.3 & 13.1 of Section 4:** The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - (ii) **Clause 2 & 10 of Section 4:** If the eligibility condition as per clause 2 of Section 4 Part A is not met and / or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not provided, the bids will be rejected without further evaluation.
 - (iii) **Clause 11.2 (b) of Section 4:** If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. **In case of no deviations, a statement to that effect must be given.** Sufficient documentary evidence to be attached wherever required.
 - (iv) **Section 5 - Commercial conditions, Section 4 Part B - Special Conditions of Contract & Section 3- Technical Specifications:** Compliance, if given, using 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.
 - (v) **Section 9 Price Schedule:** Prices are not filled in as prescribed in price schedule.
 - (vi) **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".
 - (vii) Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31(i) of Section 4 Part A and clause 4 of section 1, though, the bidder company is given opportunity to explain their position, however if the person representing the bidder 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.

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 competent authority 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.

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 desirous participants to be present on the occasion.

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

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

- a) Does not supply the equipment in time.
- b) Equipment does not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1. Purchaser will take action as specified in Appendix-1 of this section.

33. NEAR-RELATIONSHIP CERTIFICATE:

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.

In case of Limited Company, certificate will be given by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central.

Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

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 daughters husband(son in law), brother(s) and brother's wife, sister(s) and sister's husband(brother-in-law)

Please refer to the Performa enclosed in Section 7(a)

34. 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 / tampered / 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.

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.

These documents will be treated as authenticated one, in case of any dispute.

**SECTION 4 Part B
SPECIAL INSTRUCTION TO BIDDERS**

1. The special conditions of contract shall supplement the Instruction to the Bidders as contained in Section-4 Part B and General (Commercial) Conditions of the Contract as contained in Section-5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section-4 and Section-5 Part A i.e General (Commercial) Conditions of Contract.
2. (i) The manufacturers (as clause 4 of eligibility criteria section -1 Part A), the bank guarantee for bid security or MSME certificate for claiming exemption from submission of bank guarantee against bid security as prescribed in clauses 12.1 & 12.3, Section 4 Part A of the bid shall be submitted along with the Bids.
(ii) The bank guarantee so submitted shall be as per format given in Section 7(d) on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone and FAX numbers.
3. The supplied quantities will be tested for compatibility and functionality on load condition and in case of any non-functionality, then either the module need to be replaced free of cost by the supplier or the respective cost will be deducted from the payment.
4. The bidder can quote as per eligibility criteria vide clause 4 of Section-1 Part A. Evaluation and distribution shall be done on item wise cost of the tender.
5. **QUANTITY DISTRIBUTION:**
 - 5.1 BSNL intends to limit the number of bidders selected for ordering against this tender to lowest bidder. If other things being equal the tendering authority has the discretion to award the entire contract to the L1 bidder OR fragment the listed item among the lowest bidders. The bidders for placement of order will be selected from the list of technically & commercially responsive bidders.
6. **Evaluation Criteria: L1 bidder will be finalized on the item wise financial implication on the declared quantity mentioned in tender document.**

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 Part B.

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

4.1 All suppliers (including MSEs who are registered with MSME bodies like National Small Scale Industries Corporation etc.) shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance Purchase order/ Letter Of Indent within **14 days** from the date of issue of advance Purchase order/ Letter of Indent by the Purchaser.

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

4.3 The performance security Bond shall be in the form of Bank Guarantee in favour of AO (Cash), O/o CGM, BSNL, Tamilnadu Circle payable at Chennai issued by a Nationalized/ scheduled Bank and in the form provided in 'Section 7(d) of this Bid Document for a period of 18 months from the date of execution of agreement with a claim period of one year. The security deposit in the form of PBG should also include applicable GST.

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

5. INSPECTION AND TESTS

5.1 The Purchaser or his 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, 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 Purchasers premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.

5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfil the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding 5 days of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking over Certificate. The inspector /ultimate consignee shall not delay the issue of any 'taking Over Certificate' contemplated by this clause on account of

minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking over Certificate shall be issued by the ultimate consignee within four weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to 'Taking Over certificate' issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to ;Taking over Certificate'

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

6. DELIVERY AND DOCUMENTS

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

6.2 The delivery of the goods and documents shall be completed within 21 days from date of Purchase order or as per actual delivery schedule given in purchase order.

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: (Deleted)

8 Incidental Services: (Deleted)

9 Spares: (Deleted)

10. WARRANTY

10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) **twelve months** after the stores have been taken over under clause 5.5 above.

10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11. PAYMENT TERMS

11.1 a) 80% payment will be made as specified in Clause 4 of the tender information (Section-2). For claiming the payment on receipt of goods by the consignee, following documents are to be submitted to the paying authority. **This payment (80%) will be made only after all items are found compatible and working satisfactorily.**

- (i) Invoice clearly indicating break up details of composite price i.e. Basic, GST and any other GST, Freight /Packing Charges etc.
- (ii) Acknowledged Delivery Challan.
- (iii) Consignee receipt/ BCPC.
- (iv) Supplier certificate for despatch
- (v) Excise gate pass / invoice or equivalent document viz. Custom invoice, if applicable.
- (vi) Proof of payment of entry tax etc., if applicable
- (vii) Certificate of excise, warranty and Insurance receipt/Policy Copy etc.
- (viii) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- (ix) E-way bill having E-Invoice number as prescribed in the GST law in case of movement of goods.

Note: "If the supplier fails to furnish necessary supporting documents ie excise/customs invoices etc. in respect of the GST, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

- b) 15% payment will be made after installation, test and commissioning of module at respective locations.

- 11.2 (a) The balance 5% payment shall be released within 6 months from the date of supply of the equipment in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provisions of the P.O.
- 11.3 (i) Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.
- (ii) No payment will be made for goods rejected at the site on testing.

12. PRICES

- 12.1 (i) 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 his Bid.
- (ii) (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.
- (iii) 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.

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

Sub contracting of the work under this tender shall not be permitted. If it is discovered at any time that subcontract is awarded, the Security Deposit will be forfeited and the contract will be terminated on grounds of breach of contract with all attendant after effects.

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, purchasers 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: forfeiture of its performance security, imposition of liquidated damages and/or short closure of the contract in part or full and or termination of the contract for default.
- 15.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the supplier shall:-
- (i) Promptly notify to the Purchaser in writing the fact of the delay its likely duration and 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) as per provision given below :
 - (ii) The vendor has to submit their request for extension along with the undertaking as per Clause 24 (fall clause) 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 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.
 - (iii) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piece meal 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 and consignee receipt without prejudice to the other remedies available to the purchaser.
 - (iv) 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**.
- 15.4 If the supplies are not completed in the extended delivery period the purchase order shall be short-closed and both the Performance securities shall be **forfeited**.

16 LIQUIDATED DAMAGES

- 16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply.
- 16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:
- (i) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
 - (ii) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the PGM, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
 - (iii) In the case of package supply/turnkey projects when the delayed portion of the supply materially

hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.

- (iv) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were despatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of despatch.
 - (v) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at para (i). **GST at applicable rates shall be levied for penalty/late fee/liquidated damages also**, which would be borne by supplier.
 - (vi) In case where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/installment but there is delay in month-wise/installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/installment.
- 16.3 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:
- (a) The Supplier has carried out despatch/despached the equipment within contracted delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of despatch confirming that it has actually despatched the equipment within contracted delivery period.
 - (b) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.
 - (c) The grace period of 21 days shall be allowed only in those cases which fulfill all the conditions given in Para (a) above. During grace period no LD charges shall be levied.

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 Purchaser will take action as specified in Appendix-1

19 ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise)

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 proceedings shall revoke 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 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 presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator for 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 for 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, for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 crores.
- (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. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months.

- (8) 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. 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 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning Railways, Income Tax, Customs & 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.

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.

20 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.

21 The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to AGM(MM) , O/o the CGM, Chennai, Chennai-600006.

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

23. FALL CLAUSE

23.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1. 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.

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

24 (a) The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We 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 the scheduled delivery period.

(b) In case under taking as in Clause 24 (a) 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 Deleted

SECTION- 6

UNDERTAKING & DECLARATION

For understanding the terms and condition of tender & Specification of work.

a) Certified that:

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

b) The tender hereby covenants and declares that:

1. All the information, Documents, Photocopies 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 supplier from participation in its future tenders.

Date.....

.....
Signature of Tenderer

Place.....

Name of Tenderer.....

Along with date & Seal

SECTION – 7
PROFOMAS

a) NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 33 of Section-4 by the bidder in respect of status of employment of his/her near relation in BSNL)

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

Signature of the Tenderer

With date and seal

b) Declaration of Non-tampering of tender document

I, Sri/Smt/M/s_____ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.etenders.gov.in/e procure/app and I have checked up that no page is missing and all pages as per the index are available and no addition/ deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any addition/deletion/correction has been made, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place:_____

Date:_____

Signature of bidder/Authorized Signatory

Name of the bidder _____
Seal of the bidder: _____

c) AGREEMENT

(To be typed on RS. 200/- non-judicial stamp paper)

This agreement made on this _____ day of (Month) _____ (Year) _____ between M/s

_____ herein after called "The Contractor" (which expression shall unless excluded by or repugnant to the context, included its successor, heir, executors, administrative representative and assignee) of the one part & Chief General Manager Telecom, BSNL, Chennai herein after referred to as the BSNL, of other part.

Now those present witness and it is hereby agreed and declared by and between the parties to those present as follows:

The contractor shall, during the period of this contract that is to say from _____ to _____ or from the date of signing this agreement or the period of highest warranty for a period of _____ years of the goods to be supplied

Name of item

Total Price inclusive of all taxes

Total price in words (.....)

whichever is earlier or until this contract shall be determined by such notice as in hereinafter mentioned, safely carryout, works as specified in the Bid Document no. **TNCO-23/11(11)/20/2023-MM UNIT (NWP-CFA) -CO dated at Chennai the 18.01.2024.** (Annex to the agreement), when the BSNL or Chief General Manager Telecom, BSNL, Tamilnadu circle or any other persons authorized by Chief General Manager Telecom, BSNL, Chennai in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

The NIT (Notice Inviting Tender), Bid Document (Technical and financial), letter of indent, approved rates annexed hereto and such other additional particulars, instructions, work order, purchase order as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed and taken to be included in expression "the Agreement" or "the Contract" wherever herein used.

Signed and Delivered by
on behalf
The Firm/Individual

Signed and Delivered for and

BSNL, Tamilnadu circle

AGM(MM)
BSNL, Tamilnadu circle

In the presence of

In the presence of

1. Signature
Name:
Address

1. Signature
Name
Designation

2. Signature
Name:
Address

2. Signature
Name
Designation

Read and understood

Signature of Bidder

d) FOR THE PERFORMANCE SECURITY GUARANTEE

(To be typed on RS. 200/- non-judicial stamp paper)

Dated:.....

SUB: PERFORMANCE GUARANTEE

(i) Where as Chief General Manager, Telecom, BSNL, Tamilnadu circle, Chennai-600006 R/o (hereafter referred to as BSNL Chennai) has issued an APO/ LOI no.....Dated:/...../2024 Awarding the Work ofto M/s.R/o (hereafter referred to as "Bidder") And BSNL Tamilnadu circle has asked him to submit a performance guarantee in favour of Chief General Manager, Telecom, BSNL, Tamilnadu circle ,Chennai -6 for Rs. /- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

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

(ii) We "the Bank" do hereby undertake and assure to the BSNL Tamilnadu circle that if in the opinion of the BSNL Chennai, 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 Tamilnadu circle the said sum limited to P.G. amount or such lesser amount as BSNL Tamilnadu circle may demand without requiring BSNL Tamilnadu circle 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 Tamilnadu circle shall be conclusive as regards the liability of Bidder to pay to BSNL Tamilnadu circle 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 arbitration proceeding or legal proceeding is pending between Bidder and BSNL Tamilnadu circle 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 Tamilnadu circle 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 time of performance or the said agreement from any of the powers exercisable by the BSNL Tamilnadu circle against the bidder and to forbear or enforce any of the terms & 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 the BSNL Chennai or any indulgence by BSNL Chennai 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 Tamilnadu circle

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 Chennai demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour "AO (Cash), O/o CGM, Tamilnadu circle, Chennai-600006. payable at Chennai

8. The Bank guarantees that the below mentioned officer who has signed it on behalf of the Bank has authority to give this guarantee under its delegated power.

Place.....

Date.....

(Signature of the Bank Officer)

Rubber stamp of the Bank

Authorized Power of Attorney Number.....

Name of the bank Officer:.....

Designation:.....

Complete Postal Address of Bank:.....

.....

Telephone Numbers

Fax Numbers:

e) LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING EVENT

(To be typed preferable on letter head of the company)
(To reach the Assistant General Manager (MM) before date of bid opening)

Subject: Authorization for attending Bid opening

I/We Mr./Ms.have submitted our bid for the tender no.
..... Dated. In respect of
..... (Item of work) which is due to open on
..... (date) in the Chamber of AGM(MM), O/o the CGM, BSNL, Tamilnadu circle, Chennai-
600006.

We here by authorize Mr./ Ms. Whose signature is attested below, to attend
the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

.....

Name of the Representative

.....

Signature of the Bidder / Officer
authorized to sign on
Behalf of the Bidder

Above Signature Attested.

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

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

f) VENDOR MASTER FORM



VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* :

Name* :

Address* :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no. (for Foreign Vendors) :

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

E- Tender for Procurement of SMPS Power Plant Modules

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/ Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
1. If PAN is not provided, TDS @10% will be deducted wherever applicable.
 2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code

g. CERTIFICATE TO BE SUBMITTED BY THE BIDDER AND ITS TECHNOLOGY PARTNER

(ON COMPANY'S/FIRM'S LETTER HEAD)

This is to certify that I/We, M/s(Name& Full address) as the front Bidder of this tender and our technology/ consortium partner, M/s(Name & full address) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;

I/We certify that this bidder is not from such a country or , if from such country, has been registered with the Competent Authority as per F No: 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, and its subsequent clarifications, if any. I/We hereby 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].

I have read the clause regarding restrictions on procurement from abidder 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].

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 immdiate termination and further legal action in accordance with law.

Signature:

Signature:

Name in Block letters:

Name in Block letters:

Status:Director/Manager/Partner/
Proprietor of the Company

Status:Director/Manager/Partner/
Proprietor of the Company

[On behalf of the front Bidder]

[On behalf of the Technology/Consortium partner]

Signature and Seal of bidder

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**SECTION –8
TENDERER/BIDDER’s PROFILE**

(to be filled in and submitted by the bidder)

A) Tenderer’s Profile:

2. Name of the Individual/Firm.....

3. Present Correspondence Address

.....

Telephone No.....Mobile No.

3. Address of place of Works/ Manufacture

.....

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

4. State the type of firm (Tick correct choice) : Proprietorship/ Partnership/ Private Ltd/ Public Ltd.

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 in to and execute contract/agreement and the capacity in which he is authorized (in case of partnership/private Limited company):

.....

7. Permanent Account No.....

GST Registration number.....

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

- (a) Beneficiary Bank Name:.....
- (b) Beneficiary Branch Name:.....
- (c) IFSC code of beneficiary Branch:.....
- (d) Beneficiary Account No:.....
- (e) Type of Account
- (f) Branch Serial No. (MICRO.....No):.....
- (g) Bank Address :
- (h) Bank Tel No. (Including STD code)
- (i) VENDOR CODE :

Note: The service charges, if any, levied by the bank will be borne by the bidder

Place.....

Date.....

Signature of contractor.....

Name of the contractor.....

APPENDIX-1

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	invited by BSNL for 3 years from date of issue of banning order.
	and detection of default at any stage from receipt of bids till award of APO/LOI/ issue of PO/WO.	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.
	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 of 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/LOI	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO/LOI but before receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO/LOI, ii) Rejection of Bid & iii) Forfeiture of EMD.

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor. iv) Forfeiture of EMD.
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. iv) Forfeiture of EMD.
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. iii) Forfeiture of EMD.

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)	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 iv) Forfeiture of EMD.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL. (b) for Quantity in excess of that supplied by Vendor to BSNL. c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking Setoff " clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later
Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.		
Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders

		<p>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 account from the Vendor from its PG/ SD/ O/s bills etc.</p>
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I. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</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 = 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.</p>

Sl. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price –price determined for degraded equipment) himself and/ or through a committee Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL'S DUES a) inspite of order of Arbitrator. b) inspite of Court Orders.	i) Take action to appoint Arbitrator to adjudicate the dispute. i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever iii) Take legal recourse i.e. filing recovery suite in appropriate court. i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later

Sl. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax Departments recommends such A course	Take Action as per the directions of CBI or concerned department
12	The following cases may also be considered for Banning of business: (a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question (b) The provisions of Para 4.1 and 4.2 (c) If the vendor/ supplier fails to submit required documents/information where required (d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor / supplier	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond

Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender

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

APPENDIX 2**CHECK LIST****A. Documents required to be submitted with bid document**

The following documents must accompany the bid else will be considered as non-responsive and will be summarily rejected without any notice.

Sl. No	Description	Remark(Yes(Y), No(N), Not Applicable (NA))		
		Yes(Y)	NO(N)	NA
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorised Person on all pages along with seal			
2	Scanned copy of GST Registration as applicable			
3	Scanned copy of latest IT Return (Financial capability) FY2022-23			
4	Scanned copy of PAN Card			
5	Scanned copy of the Paid receipts towards cost of Tender			
6	Scanned copy of the Paid receipt towards cost of EMD/Bid Security.			
7	No near relative certificate duly filled in and signed			
8	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) , if any			
9	Tenderer's profile duly filled			
10	Self-Attested Scanned copy of Original "Power of Attorney" in case person signed the tender documents is other than proprietor i.e for other than proprietorship Firm			
11	Scanned copy of "Partnership Deed" duly registered if applicable			
12	Scanned copy of Bid form duly filled and signed			
13	Scanned copy of the Check list duly filled in			
14	Copy of GSTR 3B along with REG 06			
15	Duly filled Vendor Master Form			
16	Copy of Experience certificate (last 1 year). Documentary evidence about technical and supply capability necessary to perform the contract			
17	Declaration of non tampering of tender document			
18	Article and Memorandum of Association or partnership deed or proprietorship deed as the case may be			
19	Unpriced Bill of quantity (BoQ) should be provided by the bidder in the format as specified in Table 2 below – Please mention Quoted or Not Quoted against each line item.			

Table - 2

SI No.	Item Required (Mentioned in Requirement)	Quantity	Whether Bidder has quoted for the line item (Y / N)
1	Eltek Power Plant Module 25 A	210	
2	Eltek Power Plant Module 50 A	345	
3	Eltek Power Plant Module 100 A	39	
4	Lineage Power Plant Module 50 A	26	
5	Eltek Control panel Module 25 A	56	
6	Eltek Control panel Module 50 A	121	
7	Eltek Control panel Module 100 A	12	
8	Lineage Control panel 25 A		
9	Lineage Control panel 50A	189	
10	Lineage Control panel 100A	13	

All the copies of the above documents should also be submitted online by the bidder before closing date. Bidder should produce the relevant original documents for verification as and when required by BSNL.

NOTE: All corrections and overwriting must be signed with date by the tenderer or his authorized representative.

SECTION- 9

a) BID FORM

To

The Chief General Manager Telecom
Tamilnadu circle
BSNL
Chennai-600006.

Ref: Tender Enquiry No.....Dated.....

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

If our bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the tender (Tender Information). Your written acceptance thereof in your notification of award shall constitute a binding contract between us

DatedDay of2024
Signature
Name
In capacity of
Duly authorized to sign the bid for and on behalf
of.....

Witness:
Signature:
Address:

SECTION- 9
b) FINANCIAL BID

Name of Work: Supply of SMPS Power Plant Module and Control panel for the Eltek & Lineage models of Power Plant of various capacities.

Contract No: TNCO-23/11(11)/20/2023-MM UNIT (NWP-CFA) -CO dated at Chennai the XX-12-2023

Name of the	
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PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This 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 this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT	NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #	TEXT
Sl. No.	Item Description	Quantity	Units	Total Unit Price excluding GST In Figures in Rs. P	CGST Rate in %	CGST amount in INR 6=5X4 Rs. P	SGST Rate in %	SGST amount in INR 8=7X4 Rs. P	IGST Rate in %	IGST amount in INR 10=9X4 Rs. P	Unit Price with GST col (11) = 4+[(6+8) or 10] in Rs. P	Total Price Excluding GST col (12) =3x4 in Rs. P	TOTAL PRICE Inclusive of GST col (13) = 3x11 Rs. P	TOTAL AMOUNT In Words	HSN for goods and SAC for services
1	2	3	3.1	4	5	6	7	8	9	10	11	12	13	13.1	14
1	Eltek Power Plant Module 25 A	210.00	Nos			0		0		0	0.00	0.00	0.00	INR Zero Only	
2	Eltek Power Plant Module 50 A	345.00	Nos			0		0		0	0.00	0.00	0.00	INR Zero Only	
3	Eltek Power Plant Module 100 A	39.00	Nos			0		0		0	0.00	0.00	0.00	INR Zero Only	
4	Lineage Power Plant Module 50 A	26.00	Nos			0		0		0	0.00	0.00	0.00	INR Zero Only	
5	Eltek Control panel 25 A	56.00	Nos			0		0		0	0.00	0.00	0.00	INR Zero Only	
6	Eltek Control panel 50 A	121.00	Nos			0		0		0	0.00	0.00	0.00	INR Zero Only	
7	Eltek Control panel 100 A	12.00	Nos			0		0		0	0.00	0.00	0.00	INR Zero Only	
8	Lineage Control panel 25A	1.00	Nos			0		0		0	0.00	0.00	0.00	INR Zero Only	
9	Lineage Control panel 50 A	11.00	Nos			0		0		0	0.00	0.00	0.00	INR Zero Only	
10	Lineage Control panel 100 A	1.00	Nos			0		0		0	0.00	0.00	0.00	INR Zero Only	
Total in Figures											0.00	0.00	0.00	INR Zero Only	
Quoted Rate in Words		INR Zero Only													

SECTION X



सत्यमेव जयते

Government of India

And

Government of <State>

Form GST REG -06

[See Rule-----]

Registration Certificate issued under Section-----

Central Goods and Services Tax Act,20---- AND <State> Goods and Services Tax Act, 20----

Registration Number: <GSTIN/Unique ID Number (UIN) generated by the system>

1.	Legal Name		
2.	Trade Name, if any		
3.	Constitution		
4.	Address of Chief Place of Business		
5.	Date of Liability	DD/MM/YYYY	
6	Date of Validity	From	DD/MM/YYYY
		To*(Applicable only in case of Non-Resident Taxpayers or Casual Tax payers	DD/MM/YYYY
7.	Type of Registration		
	Central Goods and Services Tax Act,20__	<State> Goods and Services Tax Act,20__	
	Signature	Signature	
	Name <Name of Proper Officer>	Name <Name of Proper Officer>	
	Designation Designation of Proper Officer	Designation Designation of Proper Officer	
8.	Date of Certificate		
	Jurisdictional Office	Center	State
Note: The registration Certificate is required to be prominently displayed at all places of Business/Office(s) in the state			