



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)

e-Tender

BID DOCUMENT

e-TENDER ENQUIRY No. TFM / RMP / ITJ / TRANSPORT / 179 / 2015-16

Tender documents for Annual Transport Contract for Transportation of TFM Product material from BSNL Telecom Factory, Deonar, Mumbai to all over India & vice versa basis except North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis and Transportation of TFM Product material from BSNL Telecom Factory, Deonar, Mumbai to North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis. 2)- Transportation of PLB HDPE Telecom Duct Pipe – 1000 Mtr. Coil, 3)- Transportation of PLB HDPE Telecom Duct Pipe – 200 Mtr. Coil in anywhere in India as and when required.

QTY. – Annual Contract

NOTE – 1 - PLEASE MENTION THE NAME OF THE WORK ON THE TOP OF THE ENVELOPE CONTAINING TECHNICAL-BID. OTHER WISE TENDER WILL BE TREATED AS DISQUALIFIED

Issued by

O/o Chief General Manager,
Telecom Factory,
Deonar, Mumbai-400088.

(AN ISO 9001:2008 Certified Unit)

Email: cgmtfm@bsnl.in

Website: www.tfmumbai.bsnl.co.in
e-portal: <https://eprocurement.synise.com/bsnl>

SECTION-1
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o Chief General Manager, Telecom Factory, Deonar, Mumbai 400 088.

From: The Secretary
Store Purchase Committee
BSNL, Telecom Factory
Deonar, Mumbai 400088

To:
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Tender Enquiry No. e-TFM / RMP / ITJ / TRANS / 179 / 2015-16

Dated 02-11-2015

Sub: Tender documents for Annual Transport Contract for Transportation of TFM Product material from BSNL Telecom Factory, Deonar, Mumbai to all over India & vice versa basis except North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis and Transportation of TFM Product material from BSNL Telecom Factory, Deonar, Mumbai to North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis. 2)- Transportation of PLB HDPE Telecom Duct Pipe – 1000 Mtr. Coil, 3)- Transportation of PLB HDPE Telecom Duct Pipe – 200 Mtr. Coil in anywhere in India as and when required. **QTY. – Annual Contract**

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

Section No.	Item
1.Part A	Detailed NIT
2.	Tender Information
3 Part A	Scope of work
3 Part B	Technical Specifications/ Requirements
3 Part C	Schedule of Requirements (SOR)
4 Part A	General Instructions to Bidders (GIB)
4 Part B	Special Instructions to Bidders 3(SIB)
4 Part C	E-tendering Instructions to Bidders (If applicable)
5 Part A	General (Commercial) Conditions of Contract (GCC)
5 Part B	Special (Commercial) Conditions of Contract (SCC)
5 Part C	General Conditions of AMC (If applicable)
6	Undertaking & declaration and Near Relationship Certificate
7	Proformas
7(A)	Bid Security/EMD Guarantee
7(B)	Performance Guarantee
7(C)	Letter of Authorization for attending Bid Opening
7(D)	Letter intimating conditions for Extension of Delivery Period
7(E)	Letter for Extension of Delivery Period
7(F)	General Power of Attorney / Copy of the Minutes of Board of Directors / Attestation of the specimen signature/s of such authorized signatory of the bid by the Company's / Firm's Bankers
7(G)	Acceptance of APO / PO
7(H)	Completion Report-cum-No demand Certificate
7(I)	Advance Stamped Receipt for refund of EMD
7(J)	Requisition for "C" Form
7(K)	Integrity Pact
7(L)	Checklist for Bidder
8	Bidder's profile & Questionnaire.
9	Bid Form & Price Schedule

If interested, kindly submit your bid offers online (in case of tenders invited through e-tendering portal) or physically (in case of tenders invited through manual tendering) on or before date & time specified in Clause 6 of detailed NIT in Section-1 Part A.

DGM (MM)
Tel.: 25563480 FAX: 25563878/ E-Mail: spctfm@bsnl.co.in

SECTION – 1 Part A

Detailed NOTICE INVITING E-TENDER (DNIT) / Manual Tender

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

O/o Chief General Manager, Telecom Factory, Deonar, Mumbai – 400 088

Sealed Tenders (Digitally in case of e-tendering & Wax/ Tape sealed in case of manual tendering) are invited by the Chief General Manager, Telecom Factory, Deonar, Mumbai for supply of following Items or undertaking following works (as applicable).

Tender Enquiry No. e-TFM / RMP / ITJ / TRANS / 179 / 2015-16

Dated 02-11-2015

S. No.	Name of the Item/ Work	Slab of Transportation	Estimated Quantity (Nos.)	Bid Security/ Earnest Money Deposit Amount for the tender
1	Transportation of TFM Product Material from BSNL Telecom Factory, Deonar, Mumbai to all over India & vice versa basis except North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis (Item a, b & c) & Transportation of TFM Product Material from BSNL Telecom Factory, Deonar, Mumbai to North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis (Item d) .	a. For distance up to 500 Kms. b. From 501 Kms to 1000 Kms c. Above1000 Kms. d. North Eastern, H.P, J & K & Kerala	Annual <u>Rate-Contract</u>	Rs. 5,40,000/-
2	Transportation of PLB HDPE Telecom Duct 1000 Mtr. Coils.	a. For distance up to 500 Kms. b. From 501 Kms to 1000 Kms c. Above1000 Kms. d. North Eastern, H.P, J & K & Kerala	Annual <u>Rate-Contract</u>	
3	Transportation of PLB HDPE Telecom Duct 200 Mtr. Coils.	a. For distance up to 500 Kms. b. From 501 Kms to 1000 Kms c. Above1000 Kms. d. North Eastern, H.P, J & K & Kerala	Annual <u>Rate-Contract</u>	

Note:- Rate for Transportation for PLB-HDPE Telecom Duct Coils (Up to 400 Mtr. Length) shall be as per Pro-rata rate **(Rs. Per Meter Per Coil Per KM)** for 200 Mtrs. Coil and for Coils(above 400 Mtrs. Length) the Pro-rata rate applicable will be that of 1000 Mtrs. Coil.

Note 1: The quantity / No. / Sites stated above are estimated and BSNL, TF, MUMBAI reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Note 2: 20 % of the Estimated Quantity/requirement in this tender Enquiry is earmarked for procurement from the eligible Micro & Small Enterprises (MSEs). However, in case eligible Micro & Small Enterprises (MSEs) bidder(s) are not available then this quantity would be de-reserved & procured from participating bidders.**(DELETED)**

(Note-3 shall be deleted in case the tender does not have provision for reservations for MSE units)

1.1 There is a separate bid form for each section / Zone / Package in the tender documents, which should be filled if the bidder wishes to participate in that section/ zone/ Package (if applicable). The evaluation of the tender as well as allotment of the work will be done section/ zone/ Package wise..

2. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website "www.tfmbai.bsnl.co.in" following Link for E-tenders by www.eprocurement.synise.com/bsnl in case of tenders invited through e-tendering process.

Tenders invited through manual bidding process shall be available at website "www.tfmbai.bsnl.co.in"

- 2.1 The bidders downloading the tender document are required to submit the tender fee amount **as stated in clause 3.2 below** through DD/ Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.
- The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "AO(Cash), BSNL, TF MUMBAI" and payable at Mumbai.
- 2.2 The tender documents shall be issued **free of cost to MSE bidders** on production of requisite proof in respect of valid certification from MSME for the tendered item [**Not applicable hence deleted**].
- 3.0 **Availability of Tender Document:** The tender document shall be available for downloading from onwards up to 21.12.2015 from 11-00 Hrs to 17-00 Hrs on all working days of this office.
- 3.1 **In case of tenders invited through e-tendering process, physical copy of the tender document would not be available for sale.**
- 3.2 Tenders invited through manual bidding process shall be available for sale and can be had from the Sub Divisional Engineer (Purchase), O/o Chief General Manager, Telecom Factory, Deonar, Mumbai – 400 088 against payment of Tender fee of **Rs. 2100/-** which will be payable in cash or the form and in the name of person stated in clause 2.1 above.

Note 3: The Tender document shall not be available for download on its submission / closing date.

4. **Eligibility Criteria:** - The bidder should have
- ELIGIBILITY CONDITIONS as per clause no.1 of SECTION -4 Part B
 - Valid PAN No.
 - Valid Sales/ Service Tax Registration Certificate No. or exemption certificate No.
- 4.1 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.
5. **Bid Security/EMD:**
- 5.1 The bidder shall furnish the bid EMD in one of the following ways:-
- Demand Draft/ Banker's cheque drawn in favour of "AO (Cash), BSNL, TF MUMBAI" and payable at Mumbai, either separately for each package or total for all no. of packages participated.
 - Bank Guarantee from a scheduled bank drawn in favour of the Secretary, Store Purchase Committee, O/o CGM, BSNL, Telecom Factory, Mumbai which should be valid upto **31-07-2016** i.e. one month above the offer validity period subject to maximum of 210 days) from the tender opening date either separately for each package or total for all no. of packages participated.
- 5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item. [**NOT APPLICABLE**]
6. **Date & Time of Submission of Tender bids: on or before 11:00 AM of 22.12.2015** (state time & date of receipt of tender) e.g. " hh:mm of dd/mm/20yy".

Note 4: 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:**

Date of opening of Technical Bid	22.12.2015 at 11.30 am
Date of opening of Price Bid	Will be intimated later on

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

- 8.1 In case of tenders invited through e-tendering process, the tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL, TF MUMBAI's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online **Tender Opening Event (TOE)** from the comfort of their offices. Kindly refer clause 8 of Section-4 Part C of Tender document for further instructions.
- 8.2 In addition & in case of tenders invited through manual bidding process, authorized representatives of bidders (i.e. vendor organization) can attend the TOE at the Conference Hall, Ground Floor,

Administrative Building, Telecom Factory, Mumbai – 400088, where BSNL Tender Opening Officers would be conducting Public Online or manual Tender Opening Event (TOE).

9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
11. The Chief General Manager, Telecom Factory, Mumbai reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

Note 5: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 6: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

**For Chief General Manager
BSNL Telecom Factory, Deonar Mumbai - 88**

SECTION- 2
Tender Information

1. Type of tender - :

- a) No. of Bid Submission Stages for tender: **Single /Two Stage.**
- b) No. of Envelopes for submission of Bids: **Single/ Two Nos.**
(Opening stages) (Please See Note-3).
- c) E-reverse auction (In case of tenders invited through e-tendering only) : Yes / ~~No~~ / ~~NA~~

Note 2: Two stage submission of bids is desirable only in cases where there is doubt on the scope of Work/ Specifications and requirements. In such tender, first stage will be used to invite bids to have details/ clarifications on scope of Work/ Specifications and requirements to firm up the same following which techno-commercial bid along with financial bid shall be invited in 2nd stage.

Note 3:- In case of 1(b) above, the bidder shall submit Techno-commercial & Financial bid simultaneously.

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

2. Bid Validity Period /Validity of bid Offer: up to 31-07-2016.

3. In case of tenders invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents :-

- a) **Techno-commercial envelope** shall contain :-
 - i) EMD
 - ii) Cost of the tender documents i.e. tender fee.
 - iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT
 - iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
 - v) Integrity Pact (if applicable)
 - vi) Clause by clause compliance as per clause 11.2 of Section-4A
 - vii) Bidder's Profile & Questionnaire duly filled & signed.
 - viii) Non-Relation Certificate duly filled & signed.
 - ix) Undertaking & declaration duly filled & signed
 - x) Documents stated in clause 10 of Section-4 Part A.
 - xi) Tender documents duly signed at the end of each section for having read it & accepted it (only in case of Manual bidding Process).
 - xii) Tender/ Bid form- Section 9 Part A
 - xiii) Electronic Form- Technical (in case of tenders invited through e-tendering process)

Note 5: Deleted

b) Financial envelope shall contain:

- i) Electronic Form- financial along with Price Schedule (Section 9 Part-B (I & II) with all relevant bid annexure (in case of tenders invited through e-tendering process).
- ii) Bid form- Price Schedule (Section 9 Part -B (I & II) duly filled & signed (in case of tenders invited through manual bidding process).

Note 6: In case of e-tendering, the following documents are required to be submitted offline to **The Secretary, Stores Purchase Committee, O/o CGM, TF, Mumbai, BSNL, Deonar, Mumbai 400 088** on or before the date & time of submission of bids in a sealed envelope.

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

- i) EMD – Bid security (original copy)
- ii) Cash Receipt/DD/ Banker's cheque of Tender fee
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.
- iv) Integrity Pact (if applicable)

4. In case of tenders invited under Single Envelope system, the envelope will contain both techno-commercial & financial bid i.e. documents 3 (a) (i) to (xi) & 3 (b) (i) to (ii).

5. Payment terms: Payment of 100% of the price shall be made on receipt of goods as passed by the consignee subject to productions of necessary documents as per clause no 11 of SECTION- 5 Part A.

6. Delivery Schedule: As per clause 1 of SECTION-3 Part C

7. Consignee :The Deputy General Manager(MM), O/o CGM, TF, Mumbai, BSNL, Deonar, Mumbai-88.

SECTION- 3 Part A

SCOPE OF WORK

A. General : **Supply of tendered item
(Name , Item Code & Qty of item)**

S. No.	Description of work	Slab of Transportation	Quantity
1	Transportation of TFM Product Material from BSNL Telecom Factory, Deonar, Mumbai to all over India & vice versa basis except North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis (Item a, b & c) & Transportation of TFM Product Material from BSNL Telecom Factory, Deonar, Mumbai to North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis (Item d) .	a. For distance up to 500 Kms. b. From 501 Kms to 1000 Kms c. Above1000 Kms. d. North Eastern, H.P, J & K & Kerala	Annual Rate-Contract
2	Transportation of PLB HDPE Telecom Duct 1000 Mtr. Coils.	a. For distance up to 500 Kms. b. From 501 Kms to 1000 Kms c. Above1000 Kms. d. North Eastern, H.P, J & K & Kerala	Annual <u>Rate</u> -Contract
3	Transportation of PLB HDPE Telecom Duct 200 Mtr. Coils.	a. For distance up to 500 Kms. b. From 501 Kms to 1000 Kms c. Above1000 Kms. d. North Eastern, H.P, J & K & Kerala	Annual <u>Rate</u> -Contract
Note:- Rate for Transportation for PLB-HDPE Telecom Duct Coils (Up to 400 Mtr. Length) shall be as per Pro-rata rate (Rs. Per Meter Per Coil Per KM) for 200 Mtrs. Coil and for Coils(above 400 Mtrs. Length) the Pro-rata rate applicable will be that of 1000 Mtrs. Coil.			

B. Scope of Work : **As per technical specification of Section – 3 Part B Annexure – I & III**

and

delivery schedule as per Section – 3 Part C of Tender document

SECTION- 3 Part B**TECHNICAL SPECIFICATIONS/ Requirements**

S. No.	Description of work	Slab of Transportation	Quantity
1	Transportation of TFM Product Material from BSNL Telecom Factory, Deonar, Mumbai to all over India & vice versa basis except North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis (Item a, b & c) & Transportation of TFM Product Material from BSNL Telecom Factory, Deonar, Mumbai to North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis (Item d) .	a. For distance up to 500 Kms. b. From 501 Kms to 1000 Kms c. Above1000 Kms. d. North Eastern, H.P, J & K & Kerala	Annual Rate-Contract
2	Transportation of PLB HDPE Telecom Duct 1000 Mtr. Coils.	a. For distance up to 500 Kms. e. From 501 Kms to 1000 Kms f. Above1000 Kms. g. North Eastern, H.P, J & K & Kerala	Annual <u>Rate-Contract</u>
3	Transportation of PLB HDPE Telecom Duct 200 Mtr. Coils.	a. For distance up to 500 Kms. b. From 501 Kms to 1000 Kms c. Above1000 Kms. d. North Eastern, H.P, J & K & Kerala	Annual <u>Rate-Contract</u>

Note:- Rate for Transportation for PLB-HDPE Telecom Duct Coils (Up to 400 Mtr. Length) shall be as per Pro-rata rate **(Rs. Per Meter Per Coil Per KM)** for 200 Mtrs. Coil and for Coils(above 400 Mtrs. Length) the Pro-rata rate applicable will be that of 1000 Mtrs. Coil.

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE GENERAL MANAGER,
TELECOM FACTORY, DEONAR, MUMBAI – 400 088.

Technical Requirements / Terms & Conditions

Instructions relating to tender for Transportation of TFM Product material from BSNL Telecom factory, Deonar, Mumbai to all over India & vice versa basis except North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis and Transportation of TFM Product material from BSNL Telecom Factory, Deonar, Mumbai to North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis. 2)- Transportation of PLB HDPE Telecom Duct Pipe – 1000 Mtr. Coil, 3)- Transportation of PLB HDPE Telecom Duct Pipe – 200 Mtr. Coil in anywhere in India

as and when required

1. The tender must be submitted in Schedule I herein enclosed & in the manner indicated therein after. Any tender not in the prescribed form or not in the manner indicated herein will be summarily rejected.
2. Tender in the prescribed form must be enclosed in a sealed cover superscripted “Tender” along with Tender Number and due date and addressed to Secretary SPC, Telecom Factory, Deonar, Mumbai - 88. Tender should reach this office latest by **11.00 hours on 22.12.2015** and will be opened on the same day at **11.30** hours in the presence of such tenderer or their authorized agents who may be present.
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3. Wax sealed off-line documents (listed under Clause 6 of Section-4 Part C), are to be sent by Registered Post with acknowledgement due or to be dropped by the tenderer in the tender box provided in the office. No separate acknowledgement will be made / issued.
4. Any tender not superscribed with Tender Number and due date or addressed in the aforesaid manner or not received by the due date and time as specified above shall be rejected.
5. Rates should be quoted in figures and words both. Any ambiguity in rates or any special insertion in the tender not specified in the Schedules I shall render the tender invalid. Rates quoted should be firm for acceptance for a period of five months from the date of opening of the tender.
6. The contract shall ordinarily be for a period of one year which may be extended by another three months at the discretion of CGM TF, Mumbai, if necessary. The validity of the contract may further be extended for a period of one year with the concurrence of the party if considered necessary.
7. The tender must be accompanied by Demand Draft/Bank Guarantee for Rs.5,40,000/- (Rupees Five Lakhs Forty Thousand only) as Earnest Money drawn in favour of the Accounts Officer (Cash), B.S.N.L., Telecom Factory, Deonar, Mumbai. The Earnest Money will be refunded to unsuccessful tenderers after the approval of tender by Competent Authority. The tender not accompanied by the Demand Draft of the Earnest Money shall be rejected.
8. The successful tenderer will be required to furnish Security Deposit in the form of Demand Draft of Rs. 1, 00,000/- (Rupees One Lac) and a Performers Bank Guarantee of Rs.5, 00,000/- (Rupees Five Lac). Failure to furnish Security Deposit by the successful tenderer will entail for forfeiture of Earnest Money submitted with the offer.
9. In case of failure to furnish the necessary Bank Guarantee within the specified time under the terms and conditions

- of this contract, E M D deposit will be forfeited and the offer will be rejected.
10. The security deposit of successful tenderer will be refunded only after the final settlement of all claims of the Department after the expiry of the contract as per the terms and conditions thereof.
 11. The Security Deposit and the Bank Guarantee shall be forfeited if the contractor fails to execute the agreement required by him in pursuance of this tender or fail to carry out the work as & when called upon by O/o Chief General Manager, Telecom Factory, Deonar, Mumbai - 88.
 12. No interest will accrue either on the Earnest Money or on the Security Deposit.
 13. The undersigned on behalf of B.S.N.L. does not bind himself to accept the lowest or any tender or whole or part of any tender or to assign reasons for non-acceptance or acceptance of any tender.
 14. The firm shall quote for all the slabs. Incomplete and incorrectly filled tender is liable to be summarily rejected.
 15. The whole consignment is to be transported under entire risk and responsibility of the contractor.
 16. Contractor may also be required to carry stores from and to distance between the places (i.e. where from and where to).
 17. The contractor will be required to sign agreement as per Annexure - II.
 18. Tenderers must have **at least 7 [seven]** Lorries of not less than 10 MT capacity in their own name for transportation of stores as specified in the agreement. He should produce documentary evidence in proof of his ownership of such Lorries.
 19. Loading Capacity of each Lorry for carrying 1000 mtr. Coil shall be 10 coils per lorry or more. For 200 mtr. & assorted coil it shall be 50 coils per lorry or more. However it may be varied by the Dispatch officer on his discretion.
 20. The bidder should submit attested copies of documents of PAN No., Trade license, S.T.C.C. current vehicle fitness certificate of 4 lorries pertaining on his own name (Ownership) & proof of existence of firm / documents for proprietorship / Deed of partnership of the firm alongwith the tender.
 21. Engaged transporter must be ready to transport assorted HDPE Tele Duct Coil as per note mentioned in Section 3 Part A & B.
 22. Eligible Transporters must transport Short Coil as mentioned in Note at Section – 3 Part – A, B & C.

FOR CHIEF GENERAL MANAGER,
TELECOM FACTORY, DEONAR,
MUMBAI – 400 088.

SIGNATURE OF TENDERER

FULL NAME

ADDRESS

SEAL OF FIRM

AGREEMENT NO.: TFM/RMP/ITJ/TRANS/179/2015-16 dated -----

This agreement is made on day of _____ between BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise) represented in the premises by the Chief General Manager, BSNL, Telecom Factory, Deonar, Mumbai – 400 088 (herein after referred as BSNL) which expression shall unless excluded by or repugnant to the context be deemed to include his successors in office, representatives & assigns of the ONE PART and M/s. _____ (herein after referred to as the 'CONTRACTOR' which expression shall unless excluded by or repugnant to the context be deemed to include, in case of individual or proprietorship firm, his heirs, legal representatives or if a partnership the party or partners for the time being constituting the said firm, survivor or survivors of the, their respective heirs, executors and administrators, or if a company, its successors in business) of the "OTHER PART".

WHEREAS the said contractor has offered Transportation of TF, Mumbai materials and HDPE PLB Duct Products from Telecom Factory, Deonar, Mumbai to any where in India on door to door delivery basis.

AND WHEREAS it was one of the terms that the contractor should submit Rs. 5,00,000/- as Security for the due fulfillment of the said contract and accordingly the contractor has deposited to the Chief General Manager, Telecom Factory, Deonar, Mumbai prior to the signing hereof has submitted a Bank Guarantee No. _____ dated _____ from _____ for Rs. 5,00,000/- (Rupees Five Lacs only) in favour of Accounts Officer, BSNL O/o The Chief General Manager, Telecom Factory, Deonar, Mumbai for the complete period of contract or NO DUE CERTIFICATE. Now, this indenture witness that the contractor in pursuance of the aforesaid and in consideration of the mutual covenants and of the payments herein after agreed to be made to him. It is hereby mutually agreed and declared between the parties hereto as follows :-

1. The Contractor shall during the period of contract that is from _____ to _____ or until the said contract shall be determined by such notice as in hereinafter mentioned or otherwise (hereinafter referred to as the said contract period) duly convey, the Stores as tendered, by Motor Lorries as specified in the schedule attached and at the rates noted therein at his expense in such quantities, at such time in such manner to such person & at such place within the area covered by the contract as specified in the Schedule as the BSNL direct.

Any change in the constitution of the firm or the contractor shall be notified forthwith by the Contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract. No new partner or partners shall be accepted into the firm by the Contractor in respect of this contract unless he / they agree(s) to abide by all the terms and conditions and deposit(s) with the officer sanctioning the contract a written agreement to this effect. Contractor (s) receipt of acknowledgement or that of any partners subsequently accepted as above shall bind all the members of the contractor for and will be sufficient chance for any of the purpose of the contract.

The B.S.N.L. may authorize such officers as he may wish to operate the contract on his behalf and contractor or his agent will accept to carry out instructions given by such officers (or their representatives) in connection with the contract as those were issued by the B.S.N.L.

2. The contractor shall carry out the work of Transportation of Telecom Ducts and other products from Telecom Factory, Deonar, Mumbai to any where in India on door to door delivery basis as specified by the Chief General Manager, Telecom Factory, Deonar, Mumbai in their order at rates quoted in Schedule – I and Scope of Work as Annexed.

3. The sum of Rs. 5,40,000/- deposited as E.M.D. shall be retained by the B.S.N.L. as security for the due and faithful performance by the Contractor of all & singular the several covenants herein contained on his part to be observed with full power to the said Chief General Manager, Telecom Factory, Deonar, Mumbai for and on behalf of the B.S.N.L. in case the contractor shall fail to perform, fulfill, keep & observe all or any of the said covenants, conditions or the agreement's on his part herein before contained to appropriate the said sum thereof or any part of such sums with all or any part of the interest which shall have accrued thereon towards satisfaction of the amount of all or any damages, penalties the other sums which the said contractor may have become liable to pay hereunder and this contract shall be deemed to be a contract in which the public are interested within the meaning of the exception of section 74 of the Indian Contract Act of 1972. In the event of the Security deposit made by the Contractor being reduced by the reasons of any reduction or

appreciation as aforesaid or should the value of such receipt of sureties depreciated in value during the period they may be held as such security deposit, the contractor shall within 10 days from the date he being called upon to do so, make good in case of bank guarantee, receipts, deposits in the original value.

4. This contract may be absolutely determined and put an end to by either of the contracting parties giving three calendar month's notice in writing to the other of his intention to determine and put an end to the same.

5. If the contractor shall fail to observe any of the stipulations of agreement & conditions herein before contained and on his part to be performed and observed it shall be lawful for the B.S.N.L. or any person authorised by in that behalf of either in addition to or in lieu of any other remedies hereinbefore provided without notice to the said contractor absolutely resign and determine this agreement forthwith and forfeit the whole or any part of the said deposit without rescinding the agreement but any such recession shall be without prejudice to all other remedies of the B.S.N.L. in respect of any and every such break or non performance by the Contractor the full amount of the damages, penalties or other sums which the contractor shall thereby become liable notwithstanding that the same may be in excess of the sum forfeited (IF ANY) and within or without making allowance for such last mentioned sum in or towards satisfaction of such damages, penalties or other sums. If any dispute of authority as to whether or not there has been any such failure by the Contractor as into this clause mentioned in the determination of the contract not be effected or revoked but any claim by either party in respect of such failure or determination shall be referred to Arbitration as hereinafter provided. The B.S.N.L. may rescind the contract by notice to the Contractor in writing –

- (i) If the contractor assigns or sub-let the contract.
- (ii) If the contractor or any of his agents or servants shall :-
Directly or indirectly give, promise or offer any bribe, gratuity, gift, loan, requisite reward or advantage pecuniary or otherwise, to any officer or person in the employment of the B.S.N.L. or any way related to such officer or person in office or employment.
- (iii) If the contractor denies, neglects or delays to comply with any demand or requisition or in any other way fails to perform or observe any condition of the contract.
- (iv) If the contractor or any of his partner becomes insolvent or applies for relief as an insolvent debtor or commence any insolvency proceedings or make, any composition with his creditor or attempts to do so or in the case of the contractor being registered company any order be duly made or any resolution to be duly passed for the winding up for the Company.

In case of such rescission the security deposit of contractor (or such portion thereof as the officer sanctioning the contract shall consider fit or adequate) shall stand forfeited and be absolutely at the disposal of the B.S.N.L. without prejudice to any other remedy of action that the B.S.N.L. may have to take. In case of such rescission the B.S.N.L. shall be entitled to recover from the Contractor on demand any extra expense the B.S.N.L. may be put to in execution the contract, from elsewhere in any manner whatsoever for the remainder of the period for which the contract was entered into without prejudice to any other remedy the B.S.N.L. have :-

5A (i) THE CONTRACTOR MUST AGREE TO THE FOLLOWING CONDITIONS :-

- (a) That, the types of vehicles to be used will be determined by the head of the Circle who will approve of the style, power design manufacture and body of vehicle and the head of the BSNL or any official nominated by BSNL has the discretion temporarily or permanently rejecting any motor vehicle or any other mode of conveyance which he considers unfit or unsafe for employment for the purpose of conveyance of stores.
- (b) That, the drivers to be provided by the contractor should be competent, careful, trustworthy, civil and respectable; they should be duly licensed and be subject to the approval of the BSNL or any official authorized by him.

- (c) That, the contractor should not transfer or sublet the contract without the previous consent in writing of the BSNL.
- (d) **That, the contractor should not employ, or have concern in this business with, any one connected with the BSNL or otherwise objected to by the BSNL.**
- (e) That, the contractor shall be absolutely liable and responsible for the due and safe custody and delivery in good conditions and order of all stores etc. entrusted or delivered to him for conveyance & delivery.
- (f) That, in case the contractor fails to maintain an efficient service and otherwise to abide by the terms of the contract, he will be liable to pay as penalty such sums as may be specified in the contract.
- (g) That, the contractor will, pays all the taxes payable in respect of the motor vehicles or any other mode of conveyance provided.
- (h) That, the transporter shall deliver and unload the material at the place where motorable road is available.
- (i) That, the transporter will be paid transportation charges for a minimum quantity of 3 MT for other than PLB HDPE Duct and 3 Coils of PLB HDPE Duct – 1000 Mtrs. And 9 Coils of PLB HDPE Duct – 200 Mtrs. & he is liable to transport them.
- (j) The road distance covered by transporters in transportation & delivery of material to consignee will be calculated as per distance as arrived by using Google Map on Internet first and secondly by Survey of India Map (as per the discretion of appropriate TFM authority) . Least distance shall be the basis of payment .
- (k) The delivery period for truck load, in North Eastern States, Himachal Pradesh and, Jammu & Kashmir is 30 days & 15 days for rest of India. In case of part load the allowed period of delivery of material in North Eastern States, Himachal Pradesh, Jammu & Kashmir consignment is 45 days & 30 days for rest of India.
- (l) **Telecom Factory, Mumbai intends to limit the number of Technically and Commercially responsive bidders to 02 (Two) in each Slab from the list of such bidders arranged in increased order of their evaluated price starting from the lowest (Slab wise) for the purpose of ordering against the order.**
- (m) Loading Capacity of each Lorry for carrying ‘1000 mtr. Coil’ shall be 10 coils per lorry or more. For ‘200 mtr. Coil’ it shall be 50 coils per lorry or more. However it may be varied by the Dispatch officer on his discretion.
- (n) Since, Transportation is an ongoing process and not quantified at the stage, actual distribution of quantity will be done at the time of dispatch and evaluated quantity basis.
- 5A (ii) In case in which it is necessary for a Telecom official to accompany or escort the stores the extent of responsibility of the official and that of the contractor in regard to the stores should be distinctly mentioned in the Agreement and it should be stipulated that the official escort will be carried free.
- 5A (iii) In cases in which no provision is made for a official to accompany the stores carrying vehicles care should be taken not to allow any official to travel in the vehicles.
- 6. Any notice required to be given under these presents on the part of the BSNL shall be sufficiently given if signed by the Chief General Manager, Telecom Factory, Deonar, Mumbai or the person discharging the duties of the said officers respectively and delivered to the contractor or left at or sent by registered post to his usual or last known place of residence or business and any notice required to be given hereunder on the part of the contractor shall be sufficiently given if left at the office of the Chief General Manager, Telecom Factory, Deonar, Mumbai.

7. This contract or any part thereof or any interest therein shall not be transferred by the Contractor to any person or persons or to a company. In the event of the contractor transferring his business and in the event of the contractor being a company being wound up at anytime during the period of this contract for the purpose and with the object of transferring its business to any person or a company, the contractor, make it one of the terms and stipulations for contractor for transfer of his properties and business to such other persons or company that such other person or company shall provide the Chief General Manager, Telecom Factory, Deonar, Mumbai consents to the same, continue to perform the duties or engagements of the contractor under this contract.
8. The contractor hereby covenants and declares that no one connected with or in the employment of BSNL now is, nor shall any such person ever be admitted to a partnership for any interest in this contract.

9.0 ARBITRATION

9.1 In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, Telecom Factory, Deonar, Mumbai. In case his designation is changed or his office is abolished then in such case the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager, Telecom Factory, Deonar, Mumbai, BSNL or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Telecom Factory, Deonar, Mumbai or the said officer is unable or unwilling to act as such the sole arbitrator some other person appointed by the Chief General Manager, Telecom Factory, Deonar, Mumbai or the said officers. The agreement for appointing an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment that the arbitrator is BSNL / Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as BSNL / Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the party. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager, Telecom Factory, Deonar, Mumbai or the said office shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

9.3 The venue of the arbitration proceeding, shall be the office of Chief General Manager, Telecom Factory, Deonar, Mumbai or such other place as the arbitrator may decide.

10. No payment will be made in advance for any work under this contract.

11. If during the currency of the contract any changes were to be made by the BSNL the contractor shall continue to convey the store in accordance with the new change at a rate to be mutually agreed to in writing at the time of such change & in default of such agreement the contract as for as it relates to the said changes in respect of which agreement has been arrived at, shall be rescinded but no such change shall affect the conveyance of other stores under the contract or entitle the contractor to any compensation.

12. The contractor shall oblige his servants and agent to conform to reasonable instructions to ensure their punctuality in attendance, cleanliness and respectful behaviors that may be given by the office sanctioning the contract or the officer operating the contract.

13. The contractor's security deposit or any balance thereof remaining at the end of the contract shall not be returned to him until his account have been fully audited and settled and until the contractor has executed the usual NO DEMAND CERTIFICATE.

14. The contractor shall agree that he will employ labours for this contract as per the prescribed labour laws of the land.

15. The terms and conditions of the tender shall also form part of the contract.
16. The Contractor acknowledges that he had made himself fully acquainted with all the conditions and circumstances under which the conveyance required under the contract will have to be made or furnished and with all the terms, conditions and specification and other details of the contract and the contractor shall not plead ignorance of any of these as excuse in case of complaint against conveyance, effected or with a view either asking for enhancement of any rates agreed to in the contract to evading any of his obligations under this contract.
17. The contractor confirms that subject to the conditions laid down in para 40 of this contract, the rates agreed are firm and will remain valid throughout the contract period that there will be no minimum charges and the handling charges are inclusive of the charges for loading and unloading lorries at both ends and also inclusive of crane charges if any.
18. **The contractor agrees for the Transportation of PLB-HDPE Telecom Ducts 200 & 1000 Mtrs Coils** Engaged transporter must be ready to transport assorted HDPE Tele Duct Coil as per note mentioned in Section 3 Part A & B of bid document **and other Telecom products from Telecom Factory, Deonar, Mumbai to any where in India on door to door delivery basis and Raw material from different yard of SAIL / IISCO / TISCO / Any other firm/Other Telecom Factories to Telecom Factory, Deonar, Mumbai at his expenses at such time and in such manner to such person(s) and also such place(s) as may be required by the Chief General Manager, Telecom Factory, Deonar, Mumbai at the rates quoted in the schedule - I annexed.**
19. **The contractor agrees for purposes of 'settlement' of bills the dead weight, no and distances by the shortest motorable roads existing between the places as will be determined by the Chief General Manager, Telecom Factory, Mumbai which shall be final. The road distance covered by transporters in transportation & delivery of material to consignee will be calculated as per distance as arrived by using Google Map on Internet first, or by Survey of India Map (as per the discretion of appropriate TFM authority) . Least distance shall be the basis of payment**
20. The contractor shall possess in his own name in good condition at least Seven Lorries each of not less than 10 MT capacity for transport of stores. He should produce all documentary evidence in proof of his ownership of the lorries. The Chief General Manager, Telecom Factory, Mumbai may any at his discretion **penalise** the contractor to the extent of **Rs. 500/- (Rupees Five Hundred only) per day per truck requisitioned subject to a maximum of Rs. 7,500/- . The penalty amount what so ever imposed on the transporter shall be recovered from bills or performance guarantee or from the Security Deposit**, if the contractor fails to produce the lorries when called to do so by him or refuses / evades to lift the minimum load of three metric tons for other than PLB HDPE Ducts items and 3 Coils of PLB HDPE Duct – 1000 Mtrs. And 9 Coils of PLB HDPE Duct – 200 Mtrs. demanding for more.
21. If the truck is not placed within three days from the date of placement of requisition (excluding the dates of requisition and placement of truck), TFM shall be free to transport the material through other transporter at RISK & COST of the transporter on whom requisition was placed. The extra expenditure whatsoever incurred by TFM shall be recovered straight away, without any communication, apart from the intimation on the amount to be deducted.
22. The contractor undertakes full liability and responsibility as independent contractor for the safe transport and handling of stores entrusted to them and holds themselves liable for all claims arising out of any tortuous acts committed by their employees or loss of stores while under the charge.
23. The contractor shall start the work within thirty days from the acceptance of his tender failing which the contract shall be recorded as void and he shall have no claim of any sort upon BSNL.
24. The contractor agrees to receive and carry out all the orders of the Chief General Manager, Telecom Factory, Mumbai for the successful operation of the contract.
25. The contractor agrees that he shall not claim any special facility such as free accommodation for garage, Telephone connections etc.

26. The contractor shall call at the Chief General Manager, Telecom Factory, Deonar, Mumbai or depute his representative daily to receive the orders of the Chief General Manager, Telecom Factory, Deonar, Mumbai for the transport required the next day for the carriage of the stores either in terms of metric tonnage or in terms of number of motor lorries although the Chief General Manager, Telecom Factory, Deonar, Mumbai is not bound to utilize any of or all the motor vehicles as demanded or load them to their full capacity.
27. The contractor shall when called upon to do so, place at disposal of the Chief General Manager, Telecom Factory, Deonar, Mumbai such number of motor vehicle as may be, more than the number of vehicles owned by contractor required for the purpose of transport of the stores.
28. The contractor shall supply such labour as may be required and also necessary appliances and tools as may be required and proper in or about the carriage, for loading, unloading, weighing distribution, storing, stocking, counting etc. of articles of stores conveyed by him.
29. The contractor shall be responsible as independent contractor for all damages by fire, collision or accident and for damages to property, person (s) caused by negligence or default of any of his agent, employees or nominees.
30. The contractor shall ensure that the stores to be conveyed are securely and properly covered with tarpaulins to protect from sun and rain and consequent deterioration etc.
31. For all purposes the drivers and others employed by the contractor shall be the employee of the contractor doing the works of the contractor under the contract. Alternately the contractor shall provide drivers who are duly licensed and are competent, careful and trustworthy who shall be solely responsible for the matter in which they drive the vehicles and not expose the Bharat Sanchar Nigam Limited for any tortuous liability vicarious or otherwise for want of any reasonable care of caution on their part in the act of driving the vehicles. The contractor alone shall be liable for payment of wages and all other liabilities as the employer and solely liable for compliance with all laws including Labour Laws.
32. The contractor shall not charge for detention of any of the motor Lorries supplied by him for the contract work either at the depot and at destinations or at places en-route.
33. The contractor shall pay all taxes payable in respect of all motor Lorries maintained by him in terms of the tender for conveyance of the stores.
34. The contractor shall not be entitled for payment of any sum as advance to be adjusted against charges for the stores to be conveyed or actually conveyed by him.
35. The contractor shall check and account the article stores and also sign a receipt thereof in the form as may be prescribed by the Chief General Manager, Telecom Factory, Deonar, Mumbai in token of having received them for conveyance and delivery.
36. The contractor shall be entitled to a certificate from the Chief General Manager, Telecom Factory, Deonar, Mumbai or a proper officer of the BSNL to the effect that the stores ordered for transportation are bonafide property of BSNL for purpose of exemption from levy of Central duty.
37. The contractor shall submit the bills monthly in triplicate duly pre-receipted and in the form as may be prescribed by the Chief General Manager, Telecom Factory, Deonar, Mumbai for the stores actually delivered not later than two weeks from the end of the month of account. Copy of proper acknowledgement of delivery must be presented at the time raising Bill. However original acknowledgement must be submitted within fifteen days of actual delivery.
38. The contractor shall receive payment by electronic means for the stores conveyed on the basis of their dead weights and distances by the shortest motorable roads existing between and places as will be determined by the Chief General Manager, Telecom Factory, Deonar, Mumbai which shall be final.
39. The contractor shall issue all receipt for payment made to him by the department in respect of the contract duly

signed by him or in his absence by a person (s) duly authorized to give effectual / receipts.

40. The contractor shall not demand any revision of the rates accepted as a matter of right although the Chief General Manager, Telecom Factory, Deonar, Mumbai is at liberty to modify them at any stage with reference to the Schedule of rates for labour etc. particularly approved for Telecommunication Circle, provided he is fully satisfied that such revision is absolutely necessary.

41. The contractor shall not demand undue charge which are not stipulated in the contract or mentioned in the conditions of the tender.

42. The contractor shall not employ any outside agent or assign or sublet the contract without the prior permission and consent in writing of the Chief General Manager, Telecom Factory, Deonar, Mumbai.

43. The Contractor shall in the event of the Security deposit being reduced by reasons of any reduction or appreciation during the period it is held as security deposit make good in cash within fifteen days thereafter the sum or sums of money which may have been deducted from his security deposit although nothing contained in these conditions shall preclude BSNL from taking such step as may be deemed fit for recovering from him any damage or other sum or sums of money which he may be liable under the terms of the contract, over and above the amount of his security deposit.

44. The contractor shall be liable to pay in cash the whole amount of loss on account of stores lost or damaged while in his charge due to any reasons whatsoever and whether due to any fault or neglect on his part or not should the value of stores so lost or damaged exceed the sum deposited by him as security, value of stores as from Government records by Chief General Manager, Telecom Factory, Deonar, Mumbai, Jabalpur shall be final.

45. The Chief General Manager, Telecom Factory, Deonar, Mumbai has full discretion to reject temporarily or permanently any motor lorry which he consider unfair or unsafe for the employment for the purpose of conveyance of the stores and any such rejection by him shall be final.

46. The Chief General Manager, Telecom Factory, Deonar, Mumbai is at liberty to have the work done at any time at any place departmentally or through some other agency if he so desires but the contractor shall have no claim for any compensation or gain whatsoever on this account.

47. In the event of the contractor failing / declining / neglect or otherwise not executing the work contracted in accordance with any of the conditions of tender or terms of the contract, the Chief General Manager, Telecom Factory, Deonar, Mumbai will be at liberty (without prejudice to any other remedy which BSNL may have an account of such breach or non performance of the contract) to order the contractor to make over forthwith at any time and at such place the stores and papers connected there with so that he himself or some person (s) authorized or appointed by him may complete the work and the contractor shall pay to the Chief General Manager, Telecom Factory, Deonar, Mumbai any expenditure incurred for completion of work by the Chief General Manager, Telecom Factory, Deonar, Mumbai in excess of the sum of what the contractor should have entitled had the whole work been done by him as also the Chief General Manager, Telecom Factory, Deonar, Mumbai will be at liberty to determine the contract without notice and order for forfeiture of the security amount of BSNL in addition to taking such steps as may be deemed fit for recovering from the contractor any sum of money on account of damages, loss etc., for which the contractor shall be liable under the Agreement over and above the amount of Security Deposit available.

48. The Chief General Manager, Telecom Factory, Deonar, Mumbai may hold in abeyance the refund of the Security Deposit or any balance remaining at the end of the contract or until the account of the contractor are fully and finally settled and the contractor (s) produces the 'NO DUES CERTIFICATE' and or till such time as he deems fit.

49. The Chief General Manager, Telecom Factory, Deonar, Mumbai is at liberty to determine the contract forthwith and also order the forfeiture of the Security Deposits, if in his opinion the performance of the work contracted is found to be unsatisfactory and withstanding sum or sums of money which the contractor may be liable to pay to the BSNL, under any of the conditions of the Tender or terms of the Contractor.

50. The Contractor shall be liable to pay rent for any land of BSNL if any when occupied by him in course of the contract at the rate to be fixed by the officer sanctioning the contract.

The period of contract may be extended further for a period of 3 months by the Chief General Manager, Telecom Factory, Mumbai, if necessary, and thereafter further extension (i.e over the tender period of one year and 3 months) with the concurrence of both the parties.

Other terms & conditions will be applicable as per bid documents.

IN WITNESS WHEREOF, the contractor has set his hand and the Chief General Manager, Telecom Factory, Deonar, Mumbai -88 has caused the authorised officer for and on behalf to set his hand the day, month and the year first above written.

ATTESTED WITNESS TO
CONTRACTOR'S SIGNATURE
WITH NAME AND ADDRESS

SIGNATURE OF THE CONTRACTOR
WITH DATE (& STATUS IN FIRM)

(NAME IN BLOCK LETTERS)

ATTESTING WITNESSES TO SIGNATURE
OF OFFICER SIGNING ON BEHALF OF
B.S.N.L. WITH NAME, DATE AND
ADDRESS.

SIGNATURE OF CONTRACT
AUTHORITY

(FOR & ON BEHALF OF B.S.N.L.)
CHIEF GENERAL MANAGER
TELECOM FACTORY, DEONAR
MUMBAI – 400 088.

SCOPE OF WORK

1. In general the A/T is for a contract period of one year and likely to be extended further if necessary.
2. Payment will be made by Telecom Factory, Mumbai which is indicated in our order within 30 days on receipt of copy of challan duly acknowledged by consignee.
3. The contractor shall remain fully and solely responsible for safe custody of material & documents from the time of collection from Telecom Factory, Deonar, Mumbai till full quantity is received, verified and acknowledged as per dispatch list issued by Telecom Factory, Mumbai by the consignee. **The acknowledgement** must be issued by any executive of **B.S.N.L/ consignee (preferably not below the rank of Sub Divisional Engineer)** on copies of challan cum Invoice / Consignment Note issued by Telecom Factory, Mumbai.
4. In case of any theft, pilferage, loss or damage of the materials while in the custody of the contractor, the contractor shall be fully and solely responsible to pay full compensation for any loss as claimed by Chief General Manager, Telecom Factory, Deonar, Mumbai. The amount of claim to be decided by Chief General Manager, Telecom Factory, Deonar, Mumbai and the same shall have to be paid by the contractor within 30 days of demand.
5. Income Tax and surcharges as applicable will be deducted at source under Section of 194-C of Income Tax Act.
6. Any loss or damage caused to the material during loading, unloading and transit shall be to the contractor's account. Any such loss / damage will be decided by the consignee TFM. Telecom Factory, Mumbai shall not pay separately for transit insurance for the goods to be transported.
7. The contractor shall not be entitled to claim charges for detention of workers, Lorries or any other appliances due to any reason whatsoever at any stage.
8. The transporter shall not carry out any transshipment during the transit in normal course. However there may be situation when it becomes necessary. In such a situation, it may be carried out after obtaining permission from TFM.
9. No other cargo belonging to other parties should be loaded in the same truck carrying out scheduled materials. Loading of any other cargo during the transit is prohibited.
10. The Chief General Manager, Telecom Factory, Mumbai or his authorized representative shall place indent and / or authority letter to the contractor as and when required. The contractor shall place required number of vehicles accordingly. Any delay in placing the vehicle(s) beyond two working days (excluding the date of requisition and placement of vehicle) will attract a token penalty of Rs. 500/- per day per vehicle requisitioned subject to a maximum of Rs. 7,500/-. The penalty amount what so ever imposed on the transporter shall be recovered from bill or performance guarantee or from the Security Deposit. Any delay beyond 15 days may render the contract to be cancelled at the risk and cost of the contractor.
11. The truck should be placed at consigner's place between **09:00 AM and 01:00 PM (or as per the requirement)** on working days (i.e. excluding Sundays and Holidays) for collection of material and delivery should be made at consignee's place on working days (i.e. excluding Sundays & Holidays). Normally truck will not be detained for unreasonably long periods and detention charges shall not be paid under any circumstance. Programme for collection should be made in advance in consultation with SDE/JTO (Desp.), Telecom Factory, Deonar, Mumbai.
12. The Management and / or any Officer, Staff, Worker of Bharat Sanchar Nigam Limited shall not be responsible for any accident, death and / or injury that may happen during transportation and handling of the material. Any

loss to any of the person in Telecom Factory premises will have to be compensated by the transporters as per MP Factory Act/WCA.

13. The Chief General Manager, Telecom Factory, Mumbai reserves the right to get any portion of work done departmentally or through any other contractor for the whole period of the contract or for such time as he may deem fit and the fact that the same have not been entrusted to the contractor shall not entitle the contractor to prefer any claims for damages or compensation.
14. The transporter shall deliver and unload the material at the place where motorable road is available within 15 days all over India except North Eastern States, Himachal Pradesh and Jammu & Kashmir where delivery period will be within 30 days.
15. Transporter will be paid transportation charges for a minimum quantity of 3 MT TFM items and 3 Coils of PLB HDPE duct – 1000 Mtrs. and 9 Coils of PLB HDPE Duct – 200 Mtrs.
16. The road distance covered by transporters in transportation & delivery of material to consignee will be calculated as per distance as arrived by using Google Map on Internet. In case the same is unavailable than by Survey of India Map (or as per the discretion of appropriate TFM authority). Least distance shall be the basis of payment. If the consignment diverted elsewhere by the consignee, then appropriate certificate is to be obtained from the consignee by the transporter for claiming of bill.
17. Loading Capacity of each Lorry for carrying '1000 mtr. Coil' shall be 10 coils per lorry or more. For '200 mtr. Coil' it shall be 50 coils per lorry or more. However it may be varied by the Dispatch officer on his discretion
18. In case of part load the allowed period for delivery of material is 45 days for North Eastern region, Himachal Pradesh and Jammu & Kashmir 30 days for rest of India.
19. Original acknowledgement should be submitted within fifteen days of actual delivery.

SDE (PS.)

Telecom Factory, Deonar, Mumbai

SECTION-3 Part C

SCHEDULE OF REQUIREMENTS (SOR)

S. NO	GOODS/ SERVICES	Slab of Transportation	QUANTITY	Unit of Measurement (Km/kg/No. etc.)
1	Transportation of TFM Product Material from BSNL Telecom Factory, Deonar, Mumbai to all over India & vice versa basis except North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis (Item a, b & c) & Transportation TFM Product Material from BSNL Telecom Factory, Deonar, Mumbai to North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis (Item d) .	a. For distance up to 500 Kms. b. From 501 Kms to 1000 Kms c. Above1000 Kms. d. North Eastern, H.P, J & K & Kerala	Annual Contract	Per KM/Per MT
2	Transportation of PLB HDPE Telecom Duct 1000 Mtr. Coils.	a. For distance up to 500 Kms. b. From 501 Kms to 1000 Kms c. Above1000 Kms. d. North Eastern, H.P, J & K & Kerala		Per Coil / KM
3	Transportation of PLB HDPE Telecom Duct 200 Mtr. Coils.	a. For distance up to 500 Kms. b. From 501 Kms to 1000 Kms c. Above1000 Kms. d. North Eastern, H.P, J & K & Kerala		Per Coil / KM
Note:- Rate for Transportation for PLB-HDPE Telecom Duct Coils (Up to 400 Mtr. Length) shall be as per Pro-rata rate (Rs. Per Meter Per Coil Per KM) for 200 Mtrs. Coil and for Coils(above 400 Mtrs. Length) the Pro-rata rate applicable will be that of 1000 Mtrs. Coil.				

1. Delivery Schedule:- Different BSNL Circle in any where in India on door to door delivery basis. The transporter shall deliver and unload the material at the place where motorable road is available within the Period mentioned in the Scope of work.

2. TERMS OF DESPATCH (NOT APPLICABLE)

All the items of store as mentioned above are to be supplied as per requirements.

3. PACKING -(NOT APPLICABLE)

Packing & transportation –Should be done suitably so that the goods are received un-damaged

LABELING: Each packing shall be labeled to indicate the Supplier's name, P.O. No., description, part No., quantity, batch no. etc. to ensure traceability. **(NOT APPLICABLE)**

(Signature of the Bidder)

SECTION- 4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS

- (a) "**The Purchaser**" means the Chief General Manager, Telecom Factory, BSNL, Deonar, Mumbai – 400 088.
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- (c) "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods under the contract.
- (d) "**The Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "**The Purchase Order**" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "**Contract**" appearing in the document.
- (g) "**The Contract Price**" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "**Validation**" is a process of testing the tendered item as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) "**Telecom Service Provider**" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.
- (k) Portal :- means e-Portal. The TFM has engaged M/s. Synise, Pune for providing Procurement solution and they have to be contacted for one time registration, training, Bidding process, etc.
- (l) "**Liquidated Damages**" means Basic Value of liquidated damage to be recovered from vendors/contractors.

2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to clause no.1 of SECTION -4 Part B

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

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

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 21 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

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

7.0 DOCUMENTS COMPRISING THE BID

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

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

8.0 BID FORM

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

9.0 BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. but excluding Octroi / Entry Tax which will be paid extra at actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part B(I&II). Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
 - (a) The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, Custom duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/ Charges already paid or payable by the supplier shall be quoted separately item wise.
 - (b) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at Section 3 part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of tendered item offered.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.
- 9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the main land to Andaman & Nicobar Islands will be reimbursed to the supplier at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

- 10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.
 - a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - b) Type Approval Certificate given by Telecom Engineering Centre (TEC)/ TSEC issued by the

Quality Assurance Circle of BSNL or proof of having applied for TSEC (Copy of Form QF 103 be attached).

- c) Inspection Certificate issued by BSNL (QA) for execution of educational/ Commercial Order.
- d) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
- e) Power of Attorney as per clause 14.3(a) and (d) and authorization for executing the power of Attorney as per clause 14.3(b) or (c).
- f) Documentary proof of applicable rate of ED/ CD/ Sales Tax/ VAT /Service Tax.
- g) Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally as per clause 12.7(c).
- h) Certificates from all Directors/Partners/Proprietor of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
- i) Certificate of incorporation.
- j) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- k) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
- l) Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.
- m) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.

Note : Documents at S. No 10.1(g), (k), (l), (m) are applicable in case of tenders with estimated cost more than Rs 1 Crore.

(o) **Documents for establishing the Bidder as a manufacturer: (NOT APPLICABLE)**

- a. Factory License or
- b. Any other valid document
- c. Copy of MOU with the manufacturer or OS solution provider for technical support for a minimum period of two years as on the date of NIT as per MOU format enclosed at Annexure-II

- 10.2 Documentary evidence for financial and technical capability
- a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.
 - b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.
- 10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.
- 10.4 The offered product has to be type approved. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval. Or In case goods offered have already been type approved/ validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.
- 10.5 A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in the Desktops and Servers like Hard disk, Monitors, Memory etc. shall be original, new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.
- 10.6. For supply of any software i.e. operating system or any applications software the bidder should submit a Certificate Of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is/ are being supplied.
- 10.7 Documentary evidence/ Declaration to the effect that the type of software to be utilized in the system/ equipment i.e. Packaged/ Canned OR Customized shall be furnished by the bidder. In case of Packaged/ Canned, the portion of value which represents consideration paid or payable for transfer of right to use such goods subject to provisions laid down in Central Excise/Custom Notifications”.
- 11.0 DOCUMENTS ESTABLISHING GOODS’ CONFORMITY TO BID DOCUMENTS**
- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) a detailed description of goods with essential technical and performance characteristics;
 - (b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and

- (c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions of AMC (Section- 5 Part A, B & C) shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12.0 BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1 (DNIT).
- 12.2 ~~The MSE bidders are exempted from payment of bid security:~~
- ~~a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.~~
 - ~~b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.~~
 - ~~c) MSE unit is required to submit its monthly delivery schedule.~~
 - ~~d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.~~
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process)
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.
- 12.7 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

13.0 PERIOD OF VALIDITY OF BIDS

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

14.0 FORMAT AND SIGNING OF BID

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

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

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

14.3 Power of Attorney

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

15.0 SEALING AND MARKING OF BIDS

- 15.1 The bid should be submitted as per Clause 3 of Section 2 - Tender information.

15.1.1 The bids may be called under

- a) **Deleted**
- b) Single Stage Bidding & Two Envelope System

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

15.1.2 **Deleted.**

- 15.1.3 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes; The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B(I)

The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to clause 14.2, duly marked ' TECHNO-COMMERCIAL BID'. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked ' FINANCIAL BID'.

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

- 15.2 a) The envelopes shall be addressed to the purchaser inviting the tender. The Purchaser Address shall be:

The Secretary, Stores Purchasing Committee,
O/o the Chief General Manager, BSNL Telecom Factory, Deonar, Mumbai – 400 088

- b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) **Tender should be deposited in the tender box** provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to concerned officer to be specified by tendering authority at the venue [address is given in clause 15.2 (a) above]. The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening : The tender will be opened in the Conference Hall, Ground Floor Administrative Buliding, O/o CGM, BSNL, Telecom Factory, Deonar, Mumbai – 400 088 or any other place within the premises of Telecom Factory, Deonar, Mumbai – 400 088.If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently at a place notified by BSNL, TF MUMBAI .

- 15.3 If both the envelopes are not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

16.0 SUBMISSION OF BIDS

16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in

Clause 6 of Section-I i.e. DNIT.

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

17.0 LATE BIDS

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

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per clause 15.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER

- 19.1 The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of D NIT(Section-1) on due date.
The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 C).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee
- (i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.
 - (ii) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to DGM (MM), O/o CGM, TFM, Deonar, MUMBAI-400 088 for retention.
Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.
The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.
 - (iii) The following information should be read out at the time of Techno-commercial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item
 - c) EMD amount & validity and acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.
 - (iv) The following information should be read out at the time of Financial bid opening:-
 - a) Name of the Bidder
 - b) Name of the item
 - c) Quantities/prices quoted in the bid
 - d) Discount, if offered
 - e) Taxes & levies
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered unless the revised date of opening of bids .

20.0 CLARIFICATION OF BIDS

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

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

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods / services offered inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. as arrived in **Col. V** of the price schedule in the Section-9 Part B **Schedule - I** of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.
- As stipulated in clause 9.1, Octroi/ Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/ Entry Taxes will be paid extra. As per actual wherever applicable on production of proof of payment/relevant invoices/documents.
- (a) "Duties & Taxes for which the firm has to furnish Cenvatable Challans/ Invoices will be indicated separately in the PO/APO.
- (b) Vendors should furnish the correct E.D./Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- (c) In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D./Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D./ Customs Tariff notifications.
- (e) "If the supplier fails to furnish necessary supporting documents i.e. Excise/ Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the firm."

23.0 CONTACTING THE PURCHASER

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

24.0 PLACEMENT OF ORDER

- 24.1. The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz. L1/ L2/ L3etc keeping other levies & charges unchanged.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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

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

27. ISSUE OF ADVANCE PURCHASE ORDER

- 27.1. The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-7B.
- 27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

28. **SIGNING OF CONTRACT**
- 28.1 The issue of Purchase order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section..
29. **ANNULMENT OF AWARD**
- Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.
30. **QUALITY ASSURANCE REQUIREMENTS**
- The supplier shall have Quality Management System supported and evidenced by the following:
- a) A Quality Policy.
 - b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
 - c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
 - (d) System of Inward Good Inspection.
 - (e) System to calibrate and maintain required measuring and test equipment.
 - (f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
 - (g) Configuration management and change-control mechanism.
 - (h) A quality plan for the product.
 - (i) Periodical internal quality audits.
 - (j) A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate (TAC)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.
31. **REJECTION OF BIDS**
- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f) Section-4 Part A clause 9.5 on discount which is reproduced below:-
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received

in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

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

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

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

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

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

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

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

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

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-1 of Appendix-1 of this section.

Note for Tender opening Committee:

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

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

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

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

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

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

Note – This clause shall be deleted if not applicable for the tender.

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

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) cont d.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	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/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>(Continued from page 178)</p> <p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>

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

S. 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/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.</p>		

SECTION-4 Part B
SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Eligibility Conditions

a)	The eligible bidders should be Indian companies registered as Transporter of goods in India having obtained clearance from Reserve Bank of India wherever applicable
b)	Valid PAN No.
c)	Valid Sales/ Service Tax Registration Certificate No or exemption certificate No. where as applicable.
d)	The transporter (bidder) should be registered with either Central Govt. or State Govt. bodies.
e)	The transporter's financial capability / annual turnover shall be minimum rupees one Crore from the transport business, for which the bidder shall submit turnover statement / CA certified turnover certificate along with the bid.
f)	The transporters / bidders shall own minimum 7 [seven] RTO Certified Lorries (HCVs/LCVs) possessing National Permit. Supporting documents like RTO Certificates along-with fitness certificate etc. shall be submitted along with the tender.
g)	The Lorries(HCVs/LCVs) more than 10 years old shall not be considered/accepted.
h)	The transporter / bidder must have minimum 3 years experience in supplying the vehicles in any Central / State Govt. organization / Public Sector Under takings. Supporting documents in this regards shall be submitted along with the bid.

2. Bid Security

The bank guarantee DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee so submitted shall be as per the format given in Section-7 (A) on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

- 3. Distribution of Quantity** – The Purchaser intends to limit the number of technically and commercially responsive **02 bidders in each Slab** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender.

NOTE:- Since, Transportation is an ongoing process and not quantified at the stage hence MSME Clause deleted and actual distribution of quantity will be done at the time of dispatch and evaluated quantity basis.

Section- 4 Part C

E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents.

Submission of Bids only through online process is mandatory for this Tender.

For conducting electronic tendering, BSNL, Telecom Factory Mumbai is using the portal <https://eprocurement.synise.com/bsnl>.

1. Tender Bidding Methodology:

Sealed Bid System – Single Stage Using Two Envelopes, Followed by 'e-Reverse Auction' (if required) after opening of the Financial bids. In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

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

3. Digital Certificates

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

4. Registration

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

Note: After successful submission of Registration details and Annual Registration Fee, please contact M/s SyniseHelpdesk (as given below), to get your registration accepted/activated, procedure, training, etc.

M/s Synise Helpdesk

Contact Person
Telephone/ Mobile

E-mail ID

Avadhoot Kulkarni (Business Relationship Manager - PS)
020-30277522./517/516 Mob No.+91 8308810326
[between 9:30 hrs to 18:00 hrs on working days]
bsnltfmhelpdesk@synise.com
[Please mark CC:ashishb@synise.com]

BSNL Contact-1
BSNL's Contact Person
Telephone/ Mobile

Mr. H.K.Chitambare, DGM (MM).
+91 22 25563480 / +91 8275087660
[between 10.00 hrs to 17:30 hrs on working days]

E-mail ID *hkchitambare@bsnl.co.in.*

BSNL Contact-2
BSNL's Contact Person *Mr.Rakesh Sahu, SDE (PS-I).*
Telephone/ Mobile *.....+91 22 25516306 / +91 8275087650*
[between 10:00 hrs to 17:30 hrs on working days]
E-mail ID *sdepstfm@bsnl.co.in*

BSNL Contact-3
BSNL's Contact Person *Mr.N.C. Mukherjee, SDE (PS-II).*
Telephone/ Mobile *.....+91 22 25513945 / +91 8275087651*
[between 10:00 hrs to 17:30 hrs on working days]
E-mail ID *sdepsitfm@bsnl.co.in*

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

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum/addenda
- Two Envelopes
 - Techno-commercial -Part
 - Financial-Part

6. Offline Submissions:

The bidder is requested to submit the following documents offline to DGM (MM), O/o Chief General Manager, Telecom Factory, MUMBAI-400 088 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security in Original.
2. DD/ Bankers cheque against payment of tender fee.
3. Power of attorney in accordance with clause 14.3 of Section-4 Part A.

7. Special Note on Security of Bids

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

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

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

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

8. Public Online Tender Opening Event (TOE)

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

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

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

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

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

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

9. E-Reverse Auction –

E-Reverse Auction would be conducted on Unit/ total package/ net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

S. No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated after opening of Price Bid..
2	Duration of Reverse-Auction Bidding Event	1 (one) Hour
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	5 Minutes
3.2	Time-Duration of Automatic extension	10 Minutes
3.3	Maximum number of Auto-Extensions	06 Automatic Extensions
4	Criteria of Bid-Acceptance	'Beat on Starting last quoted Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	Net cost to BSNL
6	Minimum Bid-Decrement	1 (One paisa) For each slab. (Value in Currency)
7	Display of 'Pseudo Identity' of Bidders during bidding period	To all Bidders, as well as, BSNL 's officers.
8	Display of Bidder's own current Rank	Yes

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

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://eprocurement.synise.com/bsnl> and go to the User-Guidance Center

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

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

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

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

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

11. Minimum Requirements at Bidders end

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

12. Vendors Training Program: Please refer to clause 4 above.

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

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

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

- 4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

- 5.1 The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall be completed within time frame stated in note 7 of Clause 6 of Section-3 Part C (SOR).
- 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.
- 6.5 The Purchase order is liable to be short closed at the end of the scheduled delivery period with the accepted supplies. No supplies shall be made or production be continued in anticipation of extension of delivery date.
- 6.6 Supply shall be completed as per monthly delivery schedule defined in the purchase order. Generally monthly delivery schedule shall be fixed on the basis of requirement of BSNL and offer of the firm in the Bid. The consignee shall accept the material received in good condition.

7. TRAINING

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

8. INCIDENTAL SERVICES

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

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

9. SPARES

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

10. WARRANTY

- 10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or

otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over under clause 5.5 above.

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

11. PAYMENT TERMS

- 11.1 Payment of specified percentage of the price as stated in clause 5 of Section -2 (Tender Information) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
- Invoice clearly indicating break up details of composite price i.e. Basic, E.D., Sales Tax, any other Duties and Taxes, Freight/Packing Charges, Service Tax etc.
 - Acknowledged Delivery Challan in original.
 - Excise gate pass / invoice or equivalent document, if applicable.
 - ~~Inspection Certificate of QA (Payable copy in original) – Not applicable~~
 - The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
 - Proof of payment of EPF/Octroi/ entry tax etc., if applicable.

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

- 11.2 The balance payment shall be released within 6 months from the date of supply of the tendered item in case there are no damage/shortages. In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.
- 11.2.1 100% Payment (in place of Payment % specified in clause 11.1 above) may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance Payment % of the value of supplies [specified in clause 11.2 above] valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In case purchaser intimates shortages/ damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Circle Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Purchase Order/ Tender document.

Note: The actual payment conditions for new products or procurements having installation and AMC services may be decided on case to case basis and incorporated in special conditions of the contract.”

- 11.3. Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.
- 11.4. No payment will be made for goods rejected at the site on testing.
- 11.5. The bidder has to give the mandate for receiving payment costing Rs.2 (Two) lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-
- Beneficiary Bank Name:
 - Beneficiary branch Name:
 - IFSC code of beneficiary Branch
 - Beneficiary account No.:
 - Branch Serial No. (MICR No.):

12. PRICES

- 12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.
- 12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
 - (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
 - (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 12.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

13. CHANGES IN PURCHASE ORDERS

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

14. SUBCONTRACTS

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

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:
- (a) forfeiture of its performance security,
 - (b) imposition of liquidated damages, and/ or
 - (c) Short closure of the contract in part or full and/ or termination of the contract for default.
- 15.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the supplier shall:
- (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below :
 - (b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be

provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.

- (c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.
 - (d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
 - (e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part A & Part B.
- 15.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

16. LIQUIDATED DAMAGES

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

- been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.
- 16.4 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:
- (a) The Store has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.
 - (b) 'QA' has cleared the equipment for dispatch within the contracted original delivery period.
 - (c) The Supplier has carried out dispatch/ dispatched the tendered item in contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.
 - (d) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.
 - (e) The grace period of 21 days shall be allowed only in those cases which fulfill all the conditions given in Para (a) to (d) above. During grace period no LD charges shall be levied.

Note : 1. In case of turnkey projects, the additional BG and LD clauses related to delay in Installation & commissioning activities, shall be fine-tuned to meet the requirements of the project and shall be included in the special conditions Section-5 Part B of the concerned bid document) after approval of the Management. In these cases, the tender approving authority as per delegation of financial powers shall be competent authority to decide applicability of LD on the Installation and commissioning portion in case delay is on part of BSNL, TF MUMBAI. However, for supply of equipment in such projects, the terms and conditions shall be the same as mentioned in clauses 15.3 and 16.2 of Section-5 Part A.

17. FORCE MAJEURE

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

18. 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 satisfactorily in the field in accordance with the specifications;
 - (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A;
- Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

19. Clause deleted.

20. ARBITRATION

- 20.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM, TF, MUMBAI or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, TF, MUMBAI or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM, TF, MUMBAI or the said officer is unable or unwilling to act as such, then to the

sole arbitration of some other person appointed by the CGM., TF, MUMBAI or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM., TF, MUMBAI or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

20.3 The venue of arbitration shall be the office of the Chief General Manager, Telecom Factory, Deonar, Mumbai – 400 088 or such other place as the Arbitrator may decide.

21. SET OFF

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

22. INTIMATION OF SUPPLY STATUS

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

23. DETAILS OF THE PRODUCT

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

24. FALL CLAUSE

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

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

And / or

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

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

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

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

25. COURT JURISDICTION

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

26. General Guidelines:-

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

SECTION –5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

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

1. **Quality Assurance and Testing:**

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

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

2. **Spares:**

Note: *The clause regarding spares may be included considering the following aspects:*

- a) The supplier shall be required to provide a list of spare parts recommended for maintenance for three years along with rates at card/ module level. The purchaser may elect to purchase the recommended spares from the supplier at any time including at the end of warranty/ AMC, provided that such purchase shall not relieve the supplier from any warranty/ AMC obligations under the contract.
- b) The cost of spares shall be discounted @ 15% over warranty/ AMC period (if there is a provision for AMC in the contract) to arrive at the final price of the equipment for the purpose of tender evaluation.
- c) Over a period of three years starting from the date of final acceptance of the equipment or after the procurement of spares, supplier shall supply at its own cost, spare parts needed which have not been included in the offer. These spares should be supplied within a maximum period of thirty days from the notification by the purchaser of its need, without demur.
- d) In the event of termination of production of the equipment/ spare parts, the supplier shall notify the purchaser at least two years in advance of the impending termination to enable the purchaser to procure life time spares. The supplier shall also provide at its own cost to the purchaser, the blue print drawings and specifications of spare parts if and when requested.

3. **Loading:**

- (a) In case any item is not quoted by a Bidder mentioned in the SoR of the tender document or the price of any item is not available in its own bid, then the bid shall be loaded by the highest price quoted by any of the bidders for that item. The loaded item shall be supplied at lowest cost quoted by any of the bidder.
- (b) Cases in which the bidder has quoted for less quantity for any of the items than that indicated in the SoR of the tender document, then the price bid shall be loaded to the extent of the difference in quantity of the item to meet the full requirement of the SoR on a pro-rata basis for the purpose of evaluation & ordering.
- (c) No de-loading of the bid is envisaged, if the quoted quantity in the bid is higher than that requested in the tender for the purpose of evaluation.
- (d) AMC cost shall not be paid for all items supplied free of cost on account of the loading. The same principle shall be applied for the cost towards services and all other items
- (e) Offer to the L1 bidder(s) after correcting the arithmetical errors and effecting change in unit prices due to loading shall not tantamount to counter offer. If not accepted by the bidder, then he/ she shall be liable to be barred from participating in future tenders/ EOIs/ RFPs of BSNL for a period of two years.

Section 5 Part C

General Conditions of AMC (NOT APPLICABLE)

1. Period of Warranty & AMC (if any) shall be prescribed
2. Repair of faulty equipment and setting up of Repair Facilities:

Note: The clause regarding repair of faulty equipment and setting up of Repair Facilities may be included considering the following aspects:

- a) The supplier shall establish adequate repair facilities for repair of faulty equipment in India within a period six months from the date of purchase order. The number and location of repair facilities should be such as to meet the requirement of repairs and turn-around time provided in the special conditions in Section-5 Part B. The performance bank guarantee shall not be released until the purchaser is satisfied that sufficient repair facilities have been established in addition to the fulfillment of other conditions of the contract. The purchaser reserves the right to blacklist a supplier who does not meet the repair obligation as per the conditions of contract.
 - b) The supplier shall quote rates for repair of each card/ module in Section-9 Part II as a percentage of the cost of that module and also in value in rupees. Total cost of repair for each type of module shall be loaded for the purpose of evaluation.
3. **Annual Maintenance Contract (AMC):**
- a) AMC shall come into effect after completion of warranty period and shall remain valid for ____ years. Warranty of equipment/ Units/ terminals shall start from the date of acceptance by the consignee of the last batch of equipment/Units/terminals in the Circle.
 - b) Terms and conditions of AMC shall be applicable during Warranty period including imposition of penalties except that no charges for services provided under Warranty/ extended warranty shall be payable. Amount for penalties will be deducted from the pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply or AMC or from the charges due for AMC.
 - c) It shall be mandatory for the bidders to undertake the Annual maintenance contract for ____ years to be signed at the time of acceptance of APO for entire quantity proposed to be ordered. The selected bidder has to submit a signed copy of the AMC agreement along with the A.P.O.
 - d) For this purpose the bidder shall quote all inclusive Comprehensive AMC charges for each year. However, service tax shall be paid extra as applicable. AMC charges shall be included in evaluation of price bid, by applying a discounted rate of 12% per year to arrive at the NPV (Net Present Value). The quote for AMC should be as a % (percent) of equipment cost(excluding duties and taxes CENVAT-able i.e. net cost to BSNL) and it is mandatory to quote yearly charge in Rs. in a column in Section-9 of tender document. The concerned User cell should specify the minimum charge in percentage for AMC for evaluation purpose.
 - e) The bidder shall establish at least one Nodal Repair Center in the country or each region/circle of BSNL within a period of 4 months (from the date of placement of PO) or as defined in the bid document, where their equipment is allotted for supply to keep the turn around time for repair of faulty terminals/units to minimum.
 - f) The supplier shall provide the list of Nodal Repair Center and designated Courier service/ agency with their addresses/ Tel. No./ Fax. No./ E-Mail etc. within 4 months from date of placement of P. O.
 - g) The supplier (including designated courier service/ agency) shall accept all the faulty equipment/ terminals/ units for repair or replacement within prescribed turnaround time.
 - h) The bidder shall submit a performance bank guarantee towards fulfillment of obligations under AMC, in each Circle equivalent to 2% of the cost of equipment as per P.O. or the first year AMC charge pertaining to that Circle whichever is higher, in a prescribed proforma. The PBG shall be submitted at least two months in advance of date of start of AMC. The PBG shall be valid for a period of ____ years to cover one year or as specified over and above the ____ years AMC period. The PBG shall be extendable for a further period as required if there is any delay in start of AMC for any reason. For the additional equipment, the amount of PBG shall be increased at the same rate as indicated above, within a time period of one month of the date of such equipment getting covered under AMC.
 - i) The Performance Bank Guarantee against the P.O. will be released only after submission of PBG against AMC in each Circle and fulfillment of other obligations of AMC or P.O. which are pre-requisite for release of the PBG.
 - j) For the services rendered during the half-year, the payment shall be made at the end of each half year at circle office, normally within a period of 21 days from the date of submission of bills duly certified by the concerned unit.

- k) In case the supplier fails to repair the faulty equipments/ terminal/ units and deliver the repaired one in the concerned BSNL office within stipulated turnaround time of ____ days, it shall be liable to pay penalty at the rate as defined in the bid document Rs. _____ per equipment/ PCB/ Assembly/ Sub-assembly/Terminal/ unit per day/ week or part thereof for the entire period counted from the date of making over the faulty equipment/ Units by BSNL to suppliers/ designated courier to the actual date of delivery of repaired Units including Saturday, Sunday and holidays. Capping on penalty will be 25% of the AMC value for the corresponding period or as decided on case-to-case basis of the AMC value for that period.
- l) Any Unit neither returned during the turnaround time period nor declared as RNP (Repair Not Possible) within 60 days of its handing over to the designated courier/ agency/ center, an amount equivalent to 1.5 times the cost of equipment/ unit shall be levied from the supplier. This cost will not be counted as penalty, for the purpose of 25% cap on penalty as mentioned in above Para.
- m) Not more than 1% of the total equipment/ units sent in an year (of AMC) for repair will be declared as RNP (Repair Not Possible) by the supplier. BSNL shall reimburse up to a maximum of 1% of the cost of equipment sent for repair against replacement cost of equipment declared as RNP.
- n) The consumables should not be part of AMC except the large capacity batteries supplied if any, with the BSCs/ BTSs etc. in WLL tenders in future. However, if BSNL so desires, the supplier shall be bound to provide these items at the itemized price in their bids for initial currency period of AMC.

Note:-The aforesaid clauses are to be incorporated in Procurement Manual as a guiding factor for AMC and aimed to achieve smooth and proper working of the equipment during its predicted life span with practical workable approach without increasing the cost considerably. The terms and conditions may undergo change as per requirement of the procurement. The concerned User Cell of Corporate Office and relevant wings of field units of BSNL preparing tender conditions should also include the agreement for Comprehensive Annual Maintenance Contract detailing the post warranty and within warranty period maintenance obligations as well as scope of work. The riders mentioned in sub-clauses (v), (vi), (viii), (xii) and (xiii) respectively for 4 months, 4 months, six years, 60 days and 1% may undergo suitable change as justified with the approval of competent authority.

Other clauses may be defined as per the need e.g.

- (1) Specific payment terms for payment of equipment including installation, services, AMC/ARC etc. if any (Apart from clause 11 of Section 5 Part A)
- (2) AMC is mandatory or optional on need basis.
- (3) Optional items for BSNL, TF MUMBAI /Optional items for vendors and its treatment for the purpose of financial evaluation.
- (4) The actual payment conditions for new products or procurement having installation and AMC services may be decided on case to case basis and incorporated in special conditions of contract.

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.
3. No additions/alterations/deletions/corrections have been made in the downloaded Tender Document being submitted and it is identical to the tender document appearing on the Tender Portal.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the Advance Purchase Order/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. Black Listing : It is certified that our firm have /have not been black listed by any Govt. authorities /PUSs on account of any reason. However, if we fail to supply /fulfill the tender conditions, BSNL is free to take action /black list our firm.

Date:
Signature of Tenderer

Place: Name of Tenderer
Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the clause 34 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

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

Signature *
with date and seal

Note:-The above certificate is to be signed by :

- In case (i) Proprietorship firm - The proprietor
(ii) Partnership firm - All partners
and (iii) Limited Company – All Directors of the Company

**SECTION- 7
PROFORMAE**

7(A) For the BIDSECURITY/ EMD Guarantee

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

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o
(Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./-
(hereafter known as the "B. G. Amount") valid up to/...../ 20..... (hereafter known as the "Validity date") in
favour of DGM (MM) O/o CGM, BSNL TF MUMBAI (Hereafter referred to as BSNL) for participation in the
tender of work of vide tender no.

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
(a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. **In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL, TF MUMBAI " payable at MUMBAI.**
8. **The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.**

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney

Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers

7(B) For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee

Whereas DGM (MM), O/o CGM, BSNL TF MUMBAI R/o(hereafter referred to as BSNL) has issued an APO no. Dated/...../20..... awarding the work of to M/s..... R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of DGM (MM), O/o CGM, BSNL TF MUMBAI , Mumbai of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

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

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

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank
Authorized Power of Attorney Number:
Name of the Bank officer:
Designation:
Complete Postal address of Bank:
Telephone Numbers
Fax numbers

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

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

Subject: Authorization for attending Bid opening

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

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

.....
Signature of the Representative

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

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

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

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

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

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

Registered A/ Due

Address of the purchaser

To

M/s

.....

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

Ref :Your letter no..... dated

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

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

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

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

Yours faithfully,

(.....)

for and on behalf of.....

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

7(E)- Model Amendment Letter for Extension of Delivery Period

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

Registered Acknowledgement Due

Address of the purchaser

To

M/s
.....

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

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

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

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

- (a) Liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- 5 Part A.
- (c) The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis.

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

Yours faithfully,

(.....)

for and on behalf of.....

Copy to :

.....
.....

(All concerned)

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

7(F) PROFORMA OF GENERAL POWER OF ATTORNEY

(TO be typed on Rs.100/- Non-judicial Stamp paper)

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that -

Shri _____ s/o _____ residing at _____

2. Shri _____ s/o _____ residing at _____

3. Shri _____ s/o _____ residing at _____

I, the Proprietor/ We all the Partners/ Directors of M/s _____ (address) _____ hereby appoint Shri _____ s/o _____ residing at _____ as my/our attorney to act in my/our name and on behalf and sign and execute all documents/ agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of the contracts to be entered into by the firm with the BSNL, Telecom Factory, _____ in connection with their Tender Enquiry no. _____ dated _____ for the supply of _____ due for opening on _____. In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____ And I /We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby concerned on him including references or cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individual or jointly.

Witness (with address)

Signature of Proprietors/Partners/Directors

Attested

Accepted

Notary

(Signature of Signatory of Tender offer of the firm)

(signature)

Name:

Designation:

Phone No.:

Mobile No.:

Email address:

Postal address:

(Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/Firm's Bankers)

Signature of Banker

Bank seal

Name:

Note :- This should be prepared as defined in clause No.14.3 Power of Attorney of Section-4 Part A.

7(G) FORMAT FOR ACCEPTANCE OF ADVANCE PURCHASE ORDER / PURCHASE ORDER

From :

M/s _____

To,

The Sub Divisional Engineer (Purchase)
O/o The Chief General Manager,
B.S.N.L Telecom Factory,
Deonar, Mumbai - 88.

Sub : Supply of _____

Ref : Your Advance Purchase order no. _____ dated _____

Dear Sirs,

We acknowledge receipt of your above Advance Purchase Order/ Purchase order No. _____ dated _____ .

We accept the Advance Purchase Order/Purchase order and terms and conditions as mentioned therein unconditionally.

Yours faithfully,

Dated:

Signature

(Name in BLOCK LETTERS)

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

7(H) FORMAT FOR COMPLETION REPORT - CUM - NO DEMAND CERTIFICATE

[See Note (i) under Clause 4 of Section-III]

From :

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

To

The Deputy General Manager (MM),
O/o the Chief General Manager,
BSNL, Telecom Factory,
Deonar, Mumbai - 88

Sub : Completion Report - cum- No demand certificate against
BSNL, Telecom Factory, Mumbai - P.O. No. _____
_____ dated _____.

Dear Sir/Madam,

I/We have supplied full quantity of stores ordered on us as per details given below:-

<u>P.O.No. & Date</u>	<u>Item</u>	<u>Quantity ordered/Quantity supplied</u>
	i)	
	ii)	
Addl. order No.& Date	i)	
	ii)	
Repeat Order No. & Date	i)	
	ii)	

I/ We certify that I/we have supplied full quantity of stores ordered on me/us as per details given in Annexure.

It is also certified that -

- (i) I/we have received full payment for the supplied made by me/us as per details given in Annexure.

- (ii) The recoveries for short supplies/breakage in transit etc. as complained by the consignees have been adjusted from my/our bill no. _____ or paid by us in cash vide Receipt No. noted against each as per details.

Consignee Item of Qty.Amount of loss Particulars of Recovery

It is further certified that I/We have no other demand except performance security bond against the CGMTF Mumbai in respect of the P.O.No. under reference and declare that I/We will fully responsible and made good the claims if found to be paid in excess of our entitlement.

Signature

Name in full (Block letters)

(Authorized Signatory in the Bid Documents)

ANNEXURE

Sl.No.	Consignee	Challan No. & Date	Quantity	Amount received	

7(I) Format for Advance stamped receipt for refund of Bid Security (EMD)

(This is to be submitted along with Technical Bid for refund of Bid Security /(EMD).

Received Rs

.....) from BSNL, Telecom Factory, Mumbai as refund of Bid Security /EMD

Submitted against Tender No. TFM/RMP/SPC/ITJ/.....

Signature of authorized signatory.

Name of the firm with seal.

NB: Revenue stamp to be affixed if EMD amount is more than Rs. 5000/-

7(J) REQUISITION FOR 'C' FORM

To

The Chief General Manager
Telecom Factory, Mumbai-400088

Name of Firm & Address					
CST TIN No.					
Period of Transaction (Quarter)					
Sl No	Description of item	PO No. & Date	Bill /Invoice No. & Date	Accepted Qty.	Value of ' C' Form Rs.
1					
2					
3					
4					
6					
7					
8					
9					
10					

Total Nos. of transaction : ----

Total value : -

Note: -(1) The firm should submit statement immediately after completion of each quarter for all the transactions of the particular quarter positively by 20th of succeeding month failing which any delay in issue of 'C' form will be the responsibility of the firm.

- (2) Generally the 'C' form would be provided within 45 days after receipt of above information to this office.
- (3) The value of C Form shall be basic plus ED &cess plus CST excluding freight ,octroi& other levies.
- (4) Only one consolidated "C" form will be provided for a particular quarter.

Signature of Bidder

7(K) INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL) Telecom Factory Mumbai / hereinafter referred to as "The Principal"

And

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

1. Preamble

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

In order to achieve these goals, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

- (i) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (ii) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.

Section 5 – Previous transgression

- (i) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (i) The principal will enter into agreements with identical conditions as this one with all Bidders/Contractors.
- (ii) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8 – External Independent Monitor/Monitors

1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief General Manager Telecom Factory Mumbai of the BSNL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under

contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chief General Manager Telecom Factory Mumbai of the BSNL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chief General Manager Telecom Factory Mumbai, BSNL.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

7(L) CHECK LIST FOR BIDDERS

Please ensure that all documents are fully authenticated by the authorized signatory under his signature with office seal. Printed documents need not be authenticated if there is no alteration.

These are mandatory documents.

Sl. No.	Annexure	Name of the documents	Submitted / non submitted (to be written by Bidder)	Comments of TOC, TF, Mumbai
1	A	Whether All Bid documents dully filled, signed & stamped ?	Yes/No	
2a	A(i)	Tender fee paid in the form of DD / registration certificate	Yes/No	
2b	A(ii)	EMD in the form of DD/BG/ registration certificate BG Validity up to 31-07-2016	Yes/No	
3	B	a) Valid Service Tax Registration Certificate b) VAT Registration certificate c) Copy of PAN Card	Yes/No Yes/No Yes/No	
4	C	Undertaking & declaration as per Section-6 (A)	Yes/No	
5	D	Certificate of incorporation	Yes/No	
6	E	Memorandum and Articles of Association or Partnership Deed or Proprietorship Deed as the case may be.	Yes/No	
7	F	i) Copy of GPA (As per Performa at section 7(F) in case of a company. ii) Attestation of the specimen signature of such authorized signatory of the bid by the Company's / Firm's Bankers (as per clause 14.3(d) of Section-4 part A) iii) Copy of Minutes of the Board of Director authorizing the signatory of tender offer to act on behalf of the company as per company's minute Book signed by Chairman with his full name and accepted by the signatory of tender offer (Applicable when all the Directors are not available to sign on GPA) iv) In case of the Bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favor of the said Attorney.	Yes/No	
8	G	Certificate regarding participation of near relative of BSNL employees in the tender/Execution of works in BSNL Units as per Section 6(B)	Yes/No	
9	H	Balance sheet/Annual report/a certificate from its bankers as evidence that the firm has financial capability to perform the contract. In case of banker's certificate it should be latest and in any case not more than six months old.	Yes/No	

10	I	<p>Documents for establishing as a Transporter:</p> <p>a) Registration Certificate of the transporter (bidder) with either Central Govt. or Govt. bodies [ref. clause 1(d) of Sec-4 Par-B]</p> <p>b) Turnover statement / CA certified turnover certificate [ref. clause 1(e) of Sec-4 Par-B]</p> <p>c) RTO Certificates along-with fitness certificate [ref. clause 1(f) of Sec-4 Par-B]</p> <p>d) Certificate to establish age of vehicles as per state transport authorities [ref. clause 1(g) of Sec-4 Par-B]</p> <p>e) Experience certificate for supplying commercial vehicles, in any Central/State Govt. organization / Public Sector Undertaking.</p> <p>f) Any other valid documents copies.</p>		
11	J	Bidder's profile / Questionnaire – duly filled & submitted	Yes/No	
12	K	Price Bid to be submitted online only.	Yes/No	
13	L	Integrity Pact	Yes/No	

Documents verified & comments offered by TOC Members:

Sl. No.	Name of the TOC Members	Signatures
1		
2		
3		

SECTION- 8
Bidder's profile & Questionnaire.

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

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
.....
.....
Telephone No. Mobile No.
FAX No.& Email

3. Address of place of Works / Manufacture :-

-
.....
.....
Telephone No Mobile No.
FAX No.& Email
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice):
Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
.....
.....
7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No. (MICR No.):.....
9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in **Mumbai** ? If so state its Address
.....
10. Indicate here the details of your past performance against orders placed during last five years by the BSNL, Telecom Factories/BSNL Telecom Circle/Any other Govt. Department/PSU (for the item UNDER BID) in the following proforma (separate sheet may be used) :

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

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

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From

The Secretary

Stores Purchase Committee <complete address of the Bidder>

BSNL Telecom Factory

Deonar, Mumbai-400 088.

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

Ref: Your Tender Enquiry No. dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. dated the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 210 days from the date fixed for Technical Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in Clause 1 of Section-3 Part C. (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
8. I/We agree to abide clause-by-clause compliance as stipulated in Clause 11.2(c) of Section-4 Part A.

Dated: day of 20...

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

behalf of

Part I - Price Schedule for Indigenous Goods/Services

Tender No. TFM/RMP/ITJ/TRANS/108/2015-16

PRICE BIDTFM Product Materials

S.NO I	GOODS/ SERVICES II	Slab of Transportation III	QUANTITY IV	Basic Rate in Rs. (In figure) V
1	<p>Transportation TFM Product material from BSNL Telecom Factory, Deonar, Mumbai to all over India & vice versa basis except North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis (Item a, b & c)</p> <p>And</p> <p>Transportation TFM Product material from BSNL Telecom Factory, Deonar, Mumbai to North Eastern States, Himachal Pradesh, Jammu & Kashmir and Kerala on door to door delivery basis (Item d).</p>	a. For distance up to 500 Kms.	Annual Contract	
		b. From 501 Kms to 1000 Kms		
		c. Above 1000 Kms.		
		d. North Eastern, H.P, J & K & Kerala		

PLB HDPE Telecom DUCTs

S.NO I	GOODS/ SERVICES II	Slab of Transportation III	QUANTITY IV	Basic Rate in Rs. (In figure) V
2	Transportation of PLB HDPE Telecom Duct 1000 Mtr. Coils.	a) For distance up to 500 Kms.	Annual Contract	
		b) From 501 Kms to 1000 Kms		
		c) Above 1000 Kms.		
		d) North Eastern, H.P, J & K & Kerala		
3	Transportation of PLB HDPE Telecom Duct 200 Mtr. Coils.	a) For distance up to 500 Kms.	Annual Contract	
		b) From 501 Kms to 1000 Kms		
		c) Above 1000 Kms.		
		d) North Eastern, H.P, J & K & Kerala		

NOTE:- Transportation charges including loading at Telecom Factories and unloading at consignee's place . Rates are Per KM / MT basis for Item no (1) and Per Coil / KM basis for Item no. (2) & (3)

NOTE:- Rate for Transportation for PLB-HDPE Telecom Duct Coils (Up to 400 Mtr. Length) shall be as per Pro-rata rate (Rs. Per Meter/Per Coil/KM) for 200 Mtrs. Coil and for Coils(above 400 Mtrs. Length) the Pro-rata rate applicable will be that of 1000 Mtrs. Coil.

Diesel rate at Mumbai on the Tender opening date shall be considered as reference rate, Transporter must quote accordingly.

Any quantity of material can be given by TF, Deonar, Mumbai for transportation.

Price variation on transportation charges on account of increase / decrease in Diesel Price shall be considered @ 0.30% for every increase / decrease in diesel price by 1%.

Price shall be fixed on the first working day of each financial quarter for that particular quarter. If the contract is entered in to in the middle of any quarter, the rate shall be binding till the end of that particular quarter. In case tender is opened during one quarter and the contract is entered into during another quarter, price variation shall be applicable on the basis of the 1st day of the quarter during which the contract has been entered.

The bid will be evaluated individually for each slab (i.e. 1, 2 & 3 as mentioned above) and not in a combined way. TF Mumbai reserves the right to award the contract for each slab separately or in any combination of slabs. If the contract is awarded for a single slab, it must be agreed and executed by the transporter, else EMD shall be forfeited apart from any other action as deemed fit.

Transporters must quote their rate for all the 3 slabs. Omission shall not be accepted and the quotation is likely to be rejected by TF Mumbai.

Format of the agreement is enclosed at Annexure 'II' for guidance. However at the time of entering into contract, some of the terms & conditions available in this tender documents and not finding place in the format of agreement will also be included in the agreement.

(No correction in the rate quoted by cutting or by using of correction fluid is permitted).

Note :-

1. The rate called for is on PER METRIC TON PER KILOMETER BASIS for TFM Products. TF Mumbai can give Minimum quantity of material for transportation i.e .minimum load of Three MT for other than PLB HDPE DUCT items & 3 coils of PLB HDPE Ducts- 1000 Mtrs. And Nine coils of PLB HDPE Ducts- 200 Mtrs. Problems like non-availability of trucks for specified places, loading and unloading issues, detention of trucks etc. will not be raised by the contractor.
2. Some products may be voluminous items. For calculation of Transportation charges 17 Cu. Mtr. shall be considered as equivalent to 9 MT. The contractor may opt to produce bills as per this clause.
3. For the price variation purpose, diesel price at Mumbai shall be taken into account.
4. For further details please refer the other documents enclosed with this tender.
5. **Quantity Distribution : - Contract will be awarded to 02 (Two) firms in each slab.**

Signature of Transporter

(with seal)

AGM(PS)

Telecom Factory, Mumbai.