



भारत संचार निगम लिमिटेड
BHARAT SANCHAR NIGAM LIMITED
[भारत सरकार का उद्यम A Govt. of India Enterprise]
बेंगलूर दूरसंचार जिला BENGALURU TELECOM DISTRICT,
बेंगलूर BENGALURU-560 001

No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023

**e- TENDER DOCUMENT
FOR PRINTING & DISTRIBUTION OF MARKETING MATERIALS
FOR BENGALURU TELECOM DISTRICT and KOLAR BA 2023-24**

देय तारीख / प्राप्ति का समय:

Due date/Time of receipt: 15:00 Hrs of 22.11.2023

देय तारीख / ऑनलाईन खोलने का समय :

Due date/Online Opening at: 15:00 Hrs of 23.11.2023

**TENDERER SHOULD SUBMIT THE PRICE OFFER IN THE PRESCRIBED PRICE
SCHEDULE BOQ (SECTION 9 PART – B (in e FORMAT) ONLY. (INFORMATION
GIVEN AT OTHER PLACES WILL NOT BE CONSIDERED**

दस्तावेज वेबसाइट से डाउनलोड कर सकता है। तो भी निविदा दस्तावेज का मूल्य रु. 590/-[500+जीएसटी 90/-] (अप्रतिदेय), को "लेखाधिकारी(नकद) मुख्यालय, भा.सं.नि.लि., बी.जी.टी.डी" के नाम पर बेंगलूर में देय राष्ट्रीयकृत/अनुसूचित बैंक से आहरित मांग पत्र के रूप में निविदा के साथ प्रस्तुत किया जाना चाहिए।

The Tender Document can be downloaded from the web site. However the cost of the Tender document 590/-[500/- (+18% GST) 90/-] (Non Refundable) is to be submitted along with the Tender in the form of DD drawn from a Nationalized/Scheduled Bank in favour of "AO (CASH) HQ, BSNL, BGTD.

O/o THE PRINCIPAL GENERAL MANAGER,
 BANGALORE TELECOM DISTRICT (MM),
 5th Floor, Telephone House, RAJBHAVAN ROAD,
 BANGALORE - 560 001

I N D E X	Page No's
(Section I)-Detailed Notice Inviting e-Tender	3-5
Section-2 Tender Information-	6-8
Section 3 Part –A & Part - B(Scope of work & Technical Specification & Location)	9-14
Section 4 Part A (General Instruction to Bidders).	15-25
Section 4 Part-B (Special Instruction for E-tendering).	Deleted
Section 5 (Terms & Conditions of the contract)	26-33
Section 6A , B & C Undertaking &Declaration	34-36
Section 6D (Near Relative certificate-Format)	37
Section -7A (Bid Security Form)	38-39
Section 7B (Performance Security Guarantee Bond form)	40-41
Section 7C (Letter of Authorization for attending bid opening)	42
Section -8 (Bidder's/ Tenderer's Profile)	43-44
Section 9 Part-A (Bid Form,)	45
Section 9 Part-B(Price Schedule)	46
Annexure –I (RTGS Mandate Form)	47-48
Annexure – II (Pre-Receipt)	49
Annexure-III (No Modification certificate)	50
Annexure-IV (Indemnity Bond)	51-52
Annexure – V (Proforma of Power of Attorney)	53
Annexure-VI(Agreement Between a company and Contractor)	54
Annexure-VII (AFFIDAVIT)	55
Annexure-VIII Appendix -1 to Section-4	56-62
Check List of Documents to be Submitted	63

भारत संचार निगम लिमिटेड
(भारत सरकार का उद्यम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o THE PRINCIPAL GENERAL MANAGER,
BANGALORE TELECOM DISTRICT (General Section),
5th Floor, Telephone House, RAJBHAVAN ROAD,
BANGALORE - 560 001.

SECTION – 1
DETAILED NOTICE INVITING TENDER (DNIT)

1.0 Principal General Manager, BSNL, Bengaluru Telecom District invites digitally sealed tender from eligible bidders for **Printing & Distribution of Marketing Materials.**

Printing & Distribution of Marketing Materials for the year 2023-24				Estimated Cost	EMD @2%
MARKETING ITEMS					
SL NO	ITEM NO.	Item/Present Tender code	Estimated Quantity(Nos.)	Rs 8,93,260/- (Rupees Eight Lakhs Ninety Three Thousand Two Hundred and Sixty only)	Rs 18,000/- (Rupees Eighteen Thousand Only)
1	MKTG-1	Pamphlets	30,000		
2	MKTG-2	Pamphlets	30,000		
3	MKTG-3	Stickers	30,000		
4	GNL-1	Application	30,000		
5	MKTG-4	Promotional Garden Umbrella	180		
6	MKTG-5	Hats	200		
7	MKTG-6	ID Tags	200		
8	MKTG-7	Sunpack Boards	1,000		
9	MKTG-8	Book Mark	1,000		

for Bengaluru Telecom District(Including KOLAR BA) Bengaluru.

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

2.0 Accessibility of e-Tender Document: Tender document can be obtained by downloading it from the **website** www.bangaloretelecom.com / www.karnataka.bsnl.co.in/gem.gov.in (Click on e-Tenders)

2.1 Cost of Tender document:

The bidders downloading the tender document are required to submit the tender fee (along with

No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023 applicable GST) i.e. amount of Rs.590/- through DD/Banker's Cheque along with their tender bid failing which the tender bid shall be left archived unopened or rejected. The DD / Bankers cheque drawn from any nationalized /scheduled bank for an amount of Rs.590/- in favour of AO (CASH) HQs, BSNL, BGTD payable at Bengaluru.

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

3.0 Availability of tender Document:

The tender document shall be available for downloading from 31.10.2023 onwards up to 15:00 hrs Of 22.11.2023

3.1 This tender is invited through e-tendering process, hence physical copy of the tender document will not be available for sale.

Note 2: The Tender document shall not be available for download on its submission / closing time.

4.0 ELIGIBILITY CRITERIA FOR BIDDERS:

The Bidder should meet the following eligibility conditions and also have to produce Documentary proof for the eligibility condition along with this tender document

- i. The bidder should have experience of minimum 2-Years in the field of PRINTING AND DISTRIBUTION OF BROCHURES, PAMPHLETS, STICKERS, ID TAGS, UMBRELLA, HATS, SUNPACK BOARDS and BOOK MARK worth more than Rs.50, 000/- for 2 years (put together) during past 5 years from the date of publication of NIT. The Satisfactory supply / performance Certificate for having successfully carried out PRINTING & DISTRIBUTION OF BROCHURES, PAMPHLETS,STICKERS,ID TAGS,UMBRELLA,HATS,SUNPACK BOARDS and BOOK MARK issued by an officer not below the rank of AGM/DE in BSNL/MTNL OR from competent Authority in other Organization(s) to be enclosed
- ii. The bidder should have valid registration certificate in respect of **GST**, copy of Registration Certificate should be enclosed.
- iii. The bidder should have PAN number (in case of Partnership/Private limited PAN number of firm is required & in case of Proprietorship firm PAN number of proprietor is to be enclosed)
- iv. The bidder should have fully fledged office in Bangalore to support timely service for activities within the scope of work. The Bidder shall furnish a self certification in the regard clearly mentioning the address of the location. BSNL reserve the right to verify the same by visiting the Bidder's premises.
- v. Average Annual financial turnover during the last 2 financial years should be more than 5 Lakhs. This should be supported by Profit & Loss Statement duly certified by Auditor/ CA.
- vi. Copy of the Income Tax returns for the assessment years 2021-22 and 2022-23.
- vii. A self-declaration along with the evidence that the bidder is not black listed by GST authorities.
- viii. In case the supplier gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to a default of supplier.
- ix. In case of multiple GST numbers, all the numbers can be provided as Annexure

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

5.0 Bidder's Security/ EMD:

5.1 The bidder shall furnish the bid EMD of ₹ 18,000/- in one of the following ways.

No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023

- a) Demand Draft/ Banker's cheque drawn in favour of "AO (CASH) HQs, BSNL BGTD"
Payable at Bengaluru **OR**
- b) Bank Guarantee from a scheduled bank /nationalized bank drawn in favour of Principal General Manager, Bengaluru Telecom District, Bengaluru, which should be valid for a period of **180 days** from the tender opening date.
- 5.2 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSE for the tendered item.

6.0 Date & Time of Online Submission of Tender bid: Up to 15:00 hrs on 22.11.2023 (tender Closing date).

Note 3: 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.

7.0 Online Opening of tender bids: At 15:00 hrs of 23.11.2023.

8.0 Place of opening of Tender bids:

8.1. This tender is being invited through e-tendering process, the tenders shall be opened through Online Tender Opening Event. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE) at O/o AGM(MM), Bengaluru Telecom District, 5th Floor, Telephone House, Raj Bhavan Road, Bengaluru-1.

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

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

11.0 PGM, BSNL Bengaluru Telecom District reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

12.0 The official copy of tender document for e-bidding process of e-tender shall be available for downloading from www.bangaloretelecom.com / www.karnataka.bsnl.co.in/gem.gov.in (click on e-Tenders)

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

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

Note 4: 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 5: All computer generated documents should be duly signed/attested by the bidder/ vendor organization.

सहा. महा प्रबंधक (एमएम)
Asst. General Manager (MM)
बें.दू.जिला BGTD, बेंगलूर/Bengaluru-1.

SECTION 2

Tender Information

1) **Type of tender** : Single stage bidding Two stage Opening using two Electronic Envelope System (e-Tender)

Note 1:- 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 for acceptance by BSNL** : **150** days from the tender opening date and can be extended.

3) **The tender offer shall contain two envelopes viz. techno-commercial and financial envelope which will contain one set of the following documents only (on-line):**

- a) **Techno-commercial envelope shall contain :-**
- i. **Bid security/EMD/(scanned copy of DD or bank guarantee to be uploaded online and original DD/bank guarantee to be submitted offline**
 - ii. **Cost of the tender documents i.e. tender document fee. (For web downloaded document also.) (Scanned copy of the DD to be uploaded on line and original to be submitted offline.)**
 - iii. All documents/certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT (section I part A).
 - iv. Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Annexure - 5
 - v. The bidder shall comply with Department of Expenditure, Ministry of Finance order issued vide F. No. 6/18/2019-PPD dated 23.07.2020 (Make in India Preference/National Security clause) available at Section 6 Part B & C and shall submit necessary registration certificate wherever applicable.
 - vi. Indemnity bond declaration as per Annexure - 4.
 - vii. Letter of authorization for attending bid opening event as per Section VII Part (C).
 - viii. Declaration for not having done any additions / deletions / modifications to terms of the tender document as per Annexure - 3.
 - ix. Copy of IT returns for assessment years (2021-22 and 2022-23).
 - x. Undertaking & declaration duly filled & signed as per Section VI Part A,B & C
 - xi. EMD / Bid Security as per Section VII Part A.
 - xii. Bidder's Profile & Questionnaire duly filled & signed - Section VIII.
 - xiii. Near Relation Certificate in Proforma –VI Part D -duly filled & signed.
 - xiv. Tender/ Bid form, duly filled & signed - Sec IX- Part A.

b) Financial envelope (BOQ) shall contain:

Electronic Form- Finance Bid (BOQ) along with price Schedule.

4: The following documents are required to be submitted offline (i.e. offline submissions) to AGM (MM), 5th Floor, Telephone House, Bengaluru. On or before 15:00 hrs of 22.11.2023 in a sealed envelope. (Physical copy):

- i) EMD – Bid security amount (original copy)
- ii) DD/ Banker’s cheque of Tender document fee (Original copy)
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.

Note: This is a mandatory document. If offline documents are NOT submitted, the bid will be summarily rejected

1.0 Payment Terms:

4.1 100% Payment will be processed by EFT/ECS after successfully supply of the items. The bills are to submitted bills in triplicate serially machine numbered, duly certified by the consignee.

The Bills are to be submitted to the consignee (AGM (Sales & Mktg)).

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

4.3 The payment due to the contractor / supplier will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / supplier. Contractor / Supplier should submit the mandate form as in Annexure- 1 duly filled and signed with a Cancelled/ Photo Copy of the Cheque leaf along with the performance security Bond/ Agreement on receipt of the Advance Purchase order

4.4 The bidder has to give the mandate for receiving the payment electronically and the charges, if any, levied by bank has to be borne by the bidder/contractor/supplier. The bidder company are required to give the following information for this purpose :-

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

4.5 (a) The bills are to be submitted to (AGM (Sales & Mktg), O/o PGM, BGTD, Bengaluru-1

(b) The bills thus received will be processed for payment on receipt of -

- (I) Invoice In Duplicate
- (ii) Delivery Challan in Duplicate duly signed by the consignee.
- (iii) Consignee Certificate stating that, “The Quality and Quantity is correct”.

2.0 Delivery Schedule:-

Delivery Schedule for priority based materials as specified in the Purchase Order should be maximum 6 days – including printing and distribution as the materials have to reach the market as soon as possible in view of the frequently changing tariff.

For all other materials delivery schedule will be 10 days maximum. Location is as per the presently available Point of sales – addition and deletion will be made as and when required. Purchase Orders will be issued by (AGM (Sales & Mktg) of BGTD

6.0 Warranty: Not Applicable

7.0 EVALUATION: Financial evaluation will be done on ITEM BASIS.

8.0 No. of bidders to be awarded: TWO. L-1 & L-2 Bidder.

- a) Entire procurement will be made from TWO Bidders all items inclusive the total amount at L-1 rates at the ratio of 60:40. In this case the L-1 rates will be counter offered to L-2 Bidder.
- b) If L2 Bidder is not agreeing to supply 40% of quantity at L-1 rate, then 100% procurement will be made from L-1 Bidder only.

9.0 CONSIGNEE: (AGM (Sales & Mktg).
Bengaluru Telecom District,
6th Floor, Telephone House,
Rajbhavan Road, Bengaluru-01

10.0 PAYING AUTHORITY: CHIEF ACCOUNTS OFFICER,
CENTRAL SETTLEMENT CELL,
O/o CGMT BSNL, KTK CIRLE,
BENGALURU-560008

11.0 Amendments / Modifications to bid documents if any will be hosted on our website www.bangaloretelecom.com(click on e-tenders) 10 days prior to the date of bid opening.

12.0 Validity of the Tender: The validity of the tender is for one year period from the date of acceptance of APO/LOI or First work order placed and further extendable for the period of six months on mutual consent.

सहा. महा प्रबंधक (एमएम)
Asst. General Manager (MM)
बें.दू.जिला BGTD, बेंगलूर/Bengaluru-1.
Tel: 080-22862555/2286 2828

SECTION-3 PART-A

SCOPE OF THE PROJECT & TECHNICAL SPECIFICATION

1.0 Scope of the Project:

- a. BSNL, BGTD intends to procure through this tender **PRINTING AND DISTRIBUTION Of MARKETING MATERIALS.**
- b. The scope of the tender is to provide print and post print operations service for printing of **PAMPHLETS,STICKERS,APPLICATION FORMS,UMBRELLAS,HATS,SUNPACK BOARDS etc.,** which involves broadly the following jobs on a continuous basis for a period of 1 (one) year.
 - i. Collecting the required creative form from marketing wing, BGTD.
 - ii. Providing the required proof before printing.
 - iii. Designing pre printed stationery format as per requirement (die cutting) in consultation with Bangalore Telecom District.
 - iv. Printing the variable data bundling (100 sheets or cards /bundle) and delivering the printed material as per time frame and schedule (as mentioned in the work order to respective location as per the list). The requirement for such service is cyclic in nature. The supplier should be capable of handling the increased print load without affecting the print schedule.
The contractor shall provide full proof and transparent arrangement which audit trail in the system to ensure that all the data supplied by BSNL is printed.
- c. The artwork required for printing will be supplied by AGM (Mktg), BSNL, BGTD. The contractor is responsible for making the necessary changes to the art work (if necessary), to accommodate any changes to the print image/ data to be printed & when BSNL puts forth such demand free of cost.
- d. Necessary storage spaced for stocking the inventory requirement shall also be arranged by the contractor. The specification for the type, size and the quality of the stationery required for printing shall be as per SECTION-3 PART-B
- e. The term of the contract is for a period of 1 (one year) from the date of APO or the first work order, which is later. The contract can be terminated by the Principal General Manager, Bengaluru Telecom District, Bengaluru 560001 by serving a notice of one month.
- f. The contractor shall maintain full confidentiality and integrity of the data supplied for creating print images. Under no circumstances, the contractor shall divulge / reveal / share such data for the purpose other than for creating the print images for BSNL. Any violation of this confidentiality clause may result in instant termination of contract or contractor shall pay liquidated damages of RS 2, 00,000/- to BSNL and BSNL shall reserve the right to black list the contractor on all India bases.
- g. To stream the Distribution Schedule, the contractor (approved Tenderer) has to pack the materials as per the work order given by MKTG Section with the details of Quantity wise to all the **CUSTOMER SERVICE CENTER** and **FRANCHISEE SHOWROOMS** as specified in the location list attached. The Tenderer should ensure the 100% distribution and should provide the details of dispatch and acknowledge to the Marketing Section.

SECTION- 3 - PART-B

Printing & supply of Marketing Materials for the year-2023-24					
Marketing Items					
SL NO	ITEM NO	Item/Present Tender code	Specification	No of copies proposed to be procured	Minimum ordering qty
1	MKTG-1	Pamphlets	14 x 21.5cms, 90 GSM Imported art Paper, Multi colour ,Both sides	30000	5000
2	MKTG-2	Pamphlets	21.5 x 28.5cms 80 GSM Maplitho Paper, Single colour ,Both sides	30000	5000
3	MKTG-3	Stickers	21.5 x 28.5cms,90 GSM Imported art Paper, Multi colour, Single side printing with Adhesive Sticker	30000	5000
4	Gnl-1	Application	21.5X28.5cms 80 GSM Maplitho Paper, Single colour ,Both sides	30000	5000
5	MKTG-4	Promotional Garden Umbrella	Outdoor Umbrella 7ft to 8ft width, Frame-Indigenous(Made in India),Pole-CRC pipe of heavy quality and powder coated, Material-waterproof imported Taffeta in Blue and White colour with BSNL Yellow logo in screen printing,Height-7ft 6inch,Base plate & Stand-Folding type/powder coated(to fix on concrete floor) weight shall be about min. 2kgs with suitable stand of size with weight to withstand wind pressure in the form of Tipod or base plate or star type with proper coating and finishing.	180	180
6	MKTG-5	Hats	Cotton material with BSNL logo	200	200
7	MKTG-6	ID Tags	Tags with BSNL logo	200	200
8	MKTG-7	Sunpack Board with printing, Eyelets and tags/threads	3mm Foam board with multicolours Eco solvent printing.Top two sides eyelets with tag/thread for hanging,area of 2sqft. Per item	1000	1000
9	MKTG-8	Book Mark	50mmx150mm,250 GSM Art card with Satin tag,printing on both sides	1000	1000

NOTE:

1) Sample is available in the O/o AGM (S&M), 6th Floor, Telephone House, Rajbhavan Road, Bengaluru-560001 & considered before quoting the rate in the price bid.

2) PO will be placed as and when required.

3) The Approved Tenderer has to supply the packed quantity wise to all the CUSTOMER SERVICE CENTER and FRANCHISEE SHOWROOMS as specified in the Location list attached.

4) Delivery Schedule

a) MKTG-1 and MKTG-2 are priority materials - Maximum 4 days including printing and distribution, as the materials have to reach the Market as soon as possible in view of the frequently changing Tariff.

b) For other materials – 4 to 7 Days

The tentative locations as available in this period in the month of July 2023 are projected. There can be an increase/decrease by 5 to 10 locations depending on the addition CSCs or Franchisees. Provision should be there for addition/deletion.

BGTD CSCs and Franchisees' list

SL NO	NAME OF CSC	ADDRESS OF CSC	TELEPHONE NO
1	AMENITY BLOCK	Amenity Block, Palace Road, BG 560001	22285800
1	KAVAL BYRASANDRA	Tele. Exch Compound, P&T Quarters , Kaval Byrasandra, BG 560032	23650022
2	SHIVANACHETTY GARDEN	Shivanachetty Garden Tel. Exch. Bldg., Shivanachetty Garden, Bg-560042.	25588953
3	SUBASHNAGAR	No. 11, Corpn Shopping Complex, Near Upperpet Police Station, BG 560009.	22875710
4	SULTHANPET	No. 125, D Block,Balaji Shopping Complex, Adj To Chikpet P.O.Sulthanpet,BG 560053.	22870089
5	LINK ROAD	N0 39,1st Cross, Near Link Road Bus stop , Malleswaram, Bg 560003	23462441
6	OMBR	OMBR TELEPHONE EXCHANGE,BANASWADI,BANGALORE 560043	9449356966
7	Rly Stn CSC	Inside City Railway Stn,Bangalore 560023	22872968
8	Magadi	Magadi Telephone Exchange Bldg, Magadi, Ramanagar Dist 562120	27745111
9	RAMANAGARAM	TELEPHONE EXCHANGE Building, RAMANAGARAM, 571511	27275555
10	WILSONGARDEN	5/5,1stflr,RMK Plaza, BTS main Road, Wilson Garden, BG 560027	22221120
11	ANEKAL	Telephone Exchange Anekal 562106	27830198
12	AMENITY BLOCK	Amenity Block, Palace Road, BG 560001	22285800
13	CHANDRA LAYOUT	NO, 345 ,KEMPAPUR Aagrahara ,chandra L/O exge.near police station.BG 560040	23396906
14	CHANNAPATNA	BG Mysore Road,Next to Channapatna Tel. Exch.Channapatna 571501.	27252000
15	DEVANAHALLI	Devanahalli Tel. Exch.,Taluk Office Road,Devanahalli 562110	27682999
16	DODDABALLAPUR	Tele. Exge. Bldg, Doddaballapur 561 203	27624411
17	DOORAVANINAGAR	K R Puram Tel. Exch. Premises, Old Madras Road,Dooravaninagar post BG 560016	28510041
18	FRASER TOWN	CSC, BG East Tel. Exch., Lazaar Road, Bangalore 560005.	25800008
19	IIM	IIM Telephone Exchange Premises, Vijayabank Layout, Bannerhatta Road, Bangalore 560 076.	26486262
20	IISC TELECOM CENTER	OPP TO ARYABHATTA IISC QUARTERS,Mathikere road,near toll gate 560054	23600288
21	KANAKAPURA	Dr. Rajarao Road, Next to Telephone Ex Building Kanakapura,562117	27524000
22	KENGERI	Telephone Exge, Kengeri, BG 5600-60	28484220
23	NELAMANGALA	NH4, Kunigal Road,Nelamangala-562123	27722677
24	PADMANABHA NAGAR	Tele Exge, #6,11 Crs,18Th Main, Next To Bkf, Pnb	26392188

		Nagar, BG 560070	
25	R R NAGAR	R R Tele Exge Bldg, Ideal Home Township, R R Nagar, BG-560098	28604000
26	R T NAGAR	RT TELEPHONE EXCHANGE BLDG,II BLOCK,III MAIN RT NAGAR BG-32	23334720
27	RAMAMURTHYNGR	Tele Exge Bldg, I Floor, Ramamurthy Nagar, BG 560016	25653848
28	RBI LAY OUT	No. 1,RBI Layout CSC, No 1, RBI L/O Exchange bldg., Nrupatunga nagar, 1st Cross, J P Nagar 7th Phas	26851200/26
29	ULSOOR TELE.CENTRE	CGM's Office,#1, Swami Vivekananda Road, Ulsoor, BG 560008	25565758
30	YESHWANTPUR RMC YARD	Apmc Yard, Yeshwantpur,Tumkur Main Road, BG 560022.	23373770
31	CSC SHIVRAMKARANTHNAGAR	MCEHS LAYOUT,I CROSS,HEGDE NAGAR,80 FT ROAD ,SHIVARAMAKARANTH NAGAR,BANGALORE-560077	9449210606
32	ANJANANAGAR	Anjananagr Telephone Exchange Building BEL Layout, I Stage, Magadi Main Road, Bangalore 560091	23289100/2328
33	BANASHANKARI	#23, 24th Main, 16th Cross,Banashankari,BG 560070	26714567
34	R V Road	RV ROAD TELEPHONE EXCHNGE BLDG,BASAVANAGUDI BG-4	26562009/2656
35	YELAHANKA	O/o D E External, Mother Dairy Double Road Yelahanka New Town , BG 560064.	28561800
36	VIMANAPURA	Vimanapura tel Exch. Premises, behind HAL Hospital , BG 560017.	25230020
37	BANGALORE EAST-KAMMANAHALLI CSC	HBR TELEPHONE EXCHNGE BLDG,NEAR BDA COMPLEX BG-560043	25457322
38	BTM LAYOUT	NO 6&7,24thmain,7th cross,btmtelephone exchange compound,BTM 2ND stage,BG-76	26682868
39	CHANNAMANAKERE	Channammanakere Tele Exg Bldg, II Cross, II Main, Vidyapeeta Rd, BSK III Stge, BG 560085	26797400
40	CITY customer service centre	City Exchange bldg, Sampangiram Nagar, BG 560027.	9448107642
41	HEBBAGODI	Hebbagodi Telephone Exchange, Bommasandra Indl Area, Near Canara Bank, Hosur Rd BG 560099.	27836666
42	VIDYARANYAPURA	Tele Exge , 9Th Main 3Rd Block HMT ECHBS Layout, Nr. Durgaparameswari Temple,Vidyaranyapura, BG	23646116
43	INDIRANAGAR	Indiranagar Telephone exchange bldg,80 ft road, Indiranagar,BG 560008	25259151
44	MAGADI ROAD	CTSD Telephone Exge, KHB Colony,Magadi Rd, BG 560079	23484424
45	SAHAKARANAGAR	sahakarnagar exchange bldg sahakarnagar	23625242
46	YESHWANTPUR	yeshwantpur exchange bldg Tumkur road Bangalore	23376296
47	BASAVESHWARNAGAR	#2,Grihalakshmi L/O telephone exge bldg,2nd stage,basaveshwarnagar BG560079	23223849
48	JALAHALLI	Tele Exge Bldg, Near Bel Market, Jalahalli BG 560013	28381044
49	KORAMANGALA	No.3, I Flr, BDA Cmplx, III Blk, Koramangala, BG 560034	25533355
50	HOSKOTE	Hoskote Telephone Exchange, College Road Hoskote 562114	27935300
51	MYSORE ROAD	Mysore Road CSC,MYSORE Road TELEPHONE EXCHANGE, NEAR GOPALAN BRIDGE Bangalore 560026	26740700
52	CTO	GROUND FLOOR , Telephone House, Rajbhavan Rd, BG 560001.	22867013

53	GANDHINAGAR	I FLOOR FKCCI BLDG,KG ROAD BG-560009	22268592
54	HOSAKEREHALLI	Hosakerehalli Tele.Exge Bldg.,100 Ft. Ring Road,BSK III Stage BG 560085	26723377
55	MALLESWARAM	Telephone Exange, 15th cross, Margosa Road, Malleswaram, BG 560003	23340560
56	PEENYA	Tele Exge Bldg, Jalahalli Crs, Peenya, BG 560058	28399988
57	WHITEFIELD	Whitefield Telephone Exchange Building,Kadugodi Road, Whitefield, BG 560066	28451999
58	JAYANAGAR	Jayanagar Telephone Exchange bldg,5th Block,BG 560041	26656700
59	SHANKARAPURAM	Shankarapuram Telephone Exchange, Bull Temple Road, Bangalore	26626201
60	RAJAJINAGAR	1760/E,II Stg, D Block,Rajkumar Road, Opp to Navarang Road,BG 560010	23322925
61	VIJAYANAGAR	Vijaynagar tel Exchange BLDG,Vijaynagar	23107525
62	KOLAR	BSNL GM OFFICE,Railway Station Road, Kolar,, Kankanapalya, Kolar, Karnataka 563101	9449837847

FRANCHISEES

Sl. No	Name Of Distributor/Dealers/Service provider	Address	phone
1	M/S BHARAT MOBILES	BHARATH MOBILES #2 MASJIDE COMPLEX OPPOSITE TO JAMIA MAZGID RAMANAGARAM CROSS,DVL ROAD,KANAKAPURA 562117.	9449977786
2	M/S DEVENDRA TELECOM-JAY	M/S DEVENDRA TELECOM,#64,29TH C CROSS,10TH MAIN,4TH BLOCK,JAYANAGAR,BANGALORE-560011	9886150935
3	M/S SAI EESHA VENTURES-HSK	M/S SAI EESHA VENTURES,29/9,22ND MAIN ROAD,NAGENDRA BLOCK,HANUMANTHAGAR,NEAR PES COLLEGE,BANGALORE-50	9945698581
4	M/S.SANGEETHA ENTERPRISES-RNM	M/S.SANGEETHA ENTERPRISES,KEMPEGOWDA CIRCLE, RAMANAGR TOWN,BANGALORE- 562159	9448257743
5	M/S DGIT MART	#6, NARAYANAPPA GARDEN,,#42, HD DEVEGOWDA ROAD,OPPOSITE IOCL PETROL BUNK, ,BANGALORE,560032	9743123123
6	M/S SHARMA TELECOM	M/S SHARMA TELECOM,NO 33,BUDDHA VIHAR ROAD,,FRAZER TOWN,BANGALORE,560005	9448605161
7	M/S.BALAJI MEDICAL AND GENERAL STORES-DBP	M/S.BALAJI MEDICAL AND GENERAL STORES,OPPOSITE NAGRESWARA SWAMI TEMPLE MAIN ROAD, DODDABALLORE BG-561203	9845315214
8	M/S VINAYAKA AGENCIES-ULSOOR	47A,LAKSHMI BLDG ,MARKHAM ROAD ASHOKNAGAR ,BANGALORE,560025	9448053609
9	M/S M.L.ENTERPRISES HKT	KANUR HALLI ROAD,KAVERI NAGAR, HOSAKOTE-562114	9972888393

SECTION-4 (PART – A)

GENERAL INSTRUCTION TO BIDDERS (GIB)

1.0 DEFINITIONS:

- a) **“The Purchaser”** means the Bharat Sanchar Nigam Limited, Office of the Deputy General Manager (MM), Bengaluru Telecom District, 5th floor, Telephone House, Rajbhavan Road, Bengaluru-560 001.
- b) **“The Bidder”** means the individual or firm who participate in the tender and submits its bid.
- c) **“The Supplier OR The Vendor”** means the individual or firm supplying the goods under the Contract.
- d) **“The Goods”** means printing and supply of Brochures, Pamphlets, Forms, Foam bags etc which the supplier is required to supply to the Purchaser under the Contract.
- e) **“The Advance Purchase Order”** means the intention of the 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) **“Successful Bidder(s)”** means the bidder(s) to whom work in this tender is awarded

2.0 ELIGIBILITY CONDITIONS:

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

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED:

4.1 The goods/service required to be supplied; bidding procedures & contract terms and conditions are prescribed in the bid documents

Bid Documents include:

- a. Detailed Notice Inviting e- Tender (Section-I)
- b. Tender Information (Section 2)
- c. Scope of work & Job Description (section 3 Part- A and Part - B)
- d. General Instructions to bidder (Section 4 part A)
- e. Special Instructions to bidders for e-tendering (Section 4 Part B)
- f. General Terms & Conditions of Contract (Section 5)
- g. Undertaking & Declaration(Section-6A,B & C)
- h. No Near relatives Certificate Format. (Section-6D)
- i. Bid Security Form / EMD. (Section -7A)

- j. Performance Security Bond Form (Section 7B)
- k. Letter of authorization to attend bid opening (Section 7C)
- l. Tenderer's Profile(Section 8)
- m. Bid Form (Section 9 Part-A)
- n. Price Bid – BOQ (Section 9 Part B)
- o. Bank Details for vendor creation (Annexure-I)
- p. Pre receipt (Annexure-II)
- q. No Modification certificate for web download document(Annexure III)
- r. Indemnity Bond (Annexure –IV)
- s. Power of Attorney format. (Annexure-v)
- t. Agreement (Annexure-VI)
- u. Affidavit for Sole Proprietorship(Annexure VII)
- v. Appendix to Section 4 Part A (Annexure-VIII)

4.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. **Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.**

5.0. CLARIFICATION OF BID DOCUMENTS:

5.1. The prospective bidder, requiring any clarification on the bid documents shall notify the purchaser in writing or by FAX at the purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the bid documents, which it receives **not later than 10 days prior to the date of opening of the Tenders.**

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

6.0. AMENDMENT OF BID DOCUMENTS:

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

6.2 The Amendments issued will be published in website www.bangaloretelecom.com shall be sent by FAX 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 - Kindly refer Clause-4.1 of Section-4.

8.0. BID FORM:

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

9.0. BID PRICES:

9.1 The bidder shall quote as per the price schedule given in the Section-9 Part B for the required item.

9.2 Prices indicated in the Price Schedule shall be entered in the following manner:

(a) Prices indicated in the Price Schedule shall be entered in the following manner:

The Basic Unit price (Ex-Factory Price) of the goods, CIF, Assessable Value, BCD, Cesses, IGST, Freight, Forwarding, Packing, Insurance, GST(CGST, SGST, IGST) on Freight already paid or payable by the supplier shall be quoted separately item wise.

(b) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at Section 3 part A

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 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 and clause 11 of Sec- 5 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 Any information related to the prices of the material shall appear in the section 9 part B (BOQ)only

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

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

a) Certificate of Incorporation / Firm registration Certificate.,

b) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. In case of sole Proprietorship , an affidavit to be furnished that " he is the sole proprietor of the firm and he is accountable to all tax liabilities of the said firm"(it should be on Non judicial stamp] paper duly attested by a Notary public or registered before sub-register of the state(s) concerned).

c) Latest resolutions in case of any change in Partners/ Directors

d) Copy of valid PAN Card (in case of Partnership / Private/ Limited firm PAN number of firm is required & in case of Proprietorship firm Pan number of proprietor is to be enclosed)

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) of Section-5.

f) Near Relationship Certificate in accordance with clause 34 as per format available in Section

No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023
6(D) (In case of Proprietorship firm, Certificate to given by the proprietor , for partnership
firm certificate to given by all partners and in case of Limited Company, certificate to be given
by all Directors of the company.

- g) Latest and valid NSIC Certificate duly certified by NSIC if applicable.
- h) No modification Certificate in case of website downloaded document.(Annex-III)
- i) Duly filled Bidder's / Tenderer's Profile as per section-8 & Bid Form as per section- 9 part- A
- j) Declaration in the format given in Annexure-I, that the firm has not been blacklisted.
- k) Undertaking & Declaration as per Section 6(A, B & C).

10 2. Documents those are required for fulfilling eligibility condition as per Clause-4 of detailed NIT,
Section I.

11.0. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

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

4.0 12.0. BID SECURITY/ (EMD): PI refer clause 5 of Section-1.

**12.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, a Bid Security for an amount of
Rs.18, 000/- (Rupees Eighteen Thousand only) in the form of DD/Bank Guarantee**

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

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium
Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise
claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of
the contractual obligations; he will be debarred from any further work/ contract by BSNL for one
year from the date of issue of such order.

12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would
warrant the forfeiture of bid security pursuant to Para 12.7.

12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the Purchaser being non-
responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and
returned to the bidder unopened(for manual bidding process)

12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and
within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed
by the purchaser pursuant to clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance
purchase order satisfactorily in accordance with clause 27 and furnishing the performance security,
except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering
of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect

- No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023 during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

13.0. PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for **150** days from the date of opening of (Technical) bids prescribed by the purchaser, pursuant to Clause 19. **A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.**
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14.0. FORMAT AND SIGNING OF BID:

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

Note: The Purchaser may ask the bidders(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 signed by the person or persons signing the bid.

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney shall be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of 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 shall be 'Single Stage Bidding & Two envelope system'. The bid should be submitted online using Two Envelope methodology. The first envelope will be named as Techno-commercial bid. This

No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023 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.

The second envelope will be named as Financial bid containing price schedules as per Section 9 part-B Bid sealing is done **electronically by encrypting** each bid part with a symmetric passphrase by the bidders himself. Please refer Section 4 Part B for further instructions.

15.2 **Venue of Tender Opening:** O/o AGM (MM), BGTD, 5th Floor, Telephone House, Rajbhavan Road, Bengaluru-560001

16.0 SUBMISSION OF BIDS:

- 16.1 Bids must be submitted online by the bidders as per instructions in Section 2 not later than the specified date & time indicated in the covering letter.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.
- 16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all items as per requirement of the Bid Documents.

17.0 LATE BIDS:

Any bid received by the Department after the deadline for submission of bids prescribed by the Department pursuant to clause 16, **shall be rejected**

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to the deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 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:

- 19.1 The purchaser shall open Bids **online**, in the presence of bidders or their authorized representatives who choose to attend at due time on due date. The bidder's representatives, who are present; shall sign an attendance register. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A Format is given in Section 7C).
- 19.2 Maximum **one** representative for any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 (i) The bids will be opened in two stages i.e. 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. Thereafter the CET will evaluate Techno-commercial bids & report of CET will be approved by competent authority.

No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023

- (ii) 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 bidder's names, Item name, EMD amount & validity and acceptability, Information in respect of eligible bidders, Details of bid modification/ withdrawal (if any), and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of techno-commercial bid opening.
 - (iv) The bidder's names, Name of the Items, Quantities/prices quoted in the bid, discount, if offered, Taxes & levies and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of financial bid opening.
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS:

- 20.1 To assist in the examination, evaluation and comparison of bids, the Department may at its discretion ask the bidder for the clarification of its bid. The request for clarification and response shall be in writing. **However, no post bid clarification at the initiative of the bidder, shall be entertained.**
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION :

- 21.1 Department 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. (Not applicable since this is an e-tender)
- 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**

No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023
subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

22.1 The purchaser shall evaluate in details 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 indicated in Col. 15 of the price schedule in the Section 9 Part B of the Bid - document.. 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 & Cesses for which the firm has to furnish GST Challans / Tax Invoices will be indicated separately in the PO / APO.

(b) Suppliers should furnish the correct HSN / SAC classification / Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.

(c) In case the Duties , Taxes and Cesses which are not eligible for input tax credit as per the quotes indicated in the price schedule by the suppliers and subsequently at any stage it is found that Credit for such Duties , Taxes and Cesses is admissible as per provision of GST law, then the suppliers will be liable to refund the amount equivalent of such Duties , Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.

(d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/ Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/ Customs Tariff Head furnished against the particular tendered item by different bidders, differs from each other or the same is found apparently not furnished in accordance with GST Act/Customs Tariff notifications.

(e) If the supplier fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties, Taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm

(f) If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

(g) If the supplier does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, Place of Supply, etc. which restricts BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the supplier.

22.3 Financial evaluation will be done on ITEM Basis. No. of bidders to be awarded: TWO. L-1 & L-2 Bidder.

- a) Entire procurement will be made from TWO Bidders all items inclusive the total amount at L-1 rates at the ratio of 60:40. In this case the L-1 rates will be counter offered to L-2 Bidder.
- b) If L2 Bidder is not agreeing to supply 40% of quantity at L-1 rate, then 100% procurement will be made from L-1 Bidder only.

23.0 CONTACTING THE PURCHASER:

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

24.0 PLACEMENT OF ORDER;

- 24.1 The Purchaser shall consider placement of orders 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, shall be supplied by the L-1 bidder as part of whole contract

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

- (a) The purchaser will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order 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 earliest date of acceptance of APO at the same rate negotiated (downwardly) with the existing vendors

No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023
considering reasonability of rates based on prevailing market conditions and the impact of reduction in
duties and taxes etc. and supplies to be obtained within delivery period scheduled & fresh.

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

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

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

27.0 ISSUE OF ADVANCE PURCHASE ORDER

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.

28.0 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 who's EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity.

29.0 ANNULMENT OF AWARD:

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

30.0 QUALITY ASSURANCE REQUIREMENTS: Inspection will be done by AGM (MKTG/CSC).

31.0 REJECTION OF BIDS

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

- a) **Clause 12.1 12.2 & 13.1 of Section 4** : The bids will be rejected at opening stage if Bid Security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) **Clause 2 & 10 of Section 4:** If the eligibility conditions as per Clause 2 of Section 4 is not met and / or documents prescribed to establish the eligibility as per Clause 10 of Section 4 are not enclosed, the bids will be rejected without further evaluation.
- c) **While** giving compliance to Section-5 General Commercial conditions, 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.
- d) **Section-9, Part-B Price Schedule:** Prices are not filled in as prescribed in price schedule.
- e) **Section-4 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".
- f) **Section -2 Clause 4** if the OFF Line Documents are not submitted the bids will be rejected without further evaluation.

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

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

32.0 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 item/product in time;
 - b) The item supplied are not as per 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 is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the State. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and the purchaser will not pay any damage to the company or firm or the concerned person.

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

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

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

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

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.

SECTION – 4 PART B

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING - DELETED

SECTION-5

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

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

2. STANDARDS:

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section 3 Part-A and Part-B.

3. PATENT RIGHTS:

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

4. PERFORMANCE SECURITY:

4.1 " All Suppliers (including MSEs) who are registered with 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 paid in following Ways:

a) Demand Draft/ Banker's cheque drawn in favour of "AO (CASH) HQ, BSNL , BGTD"
Payable at Bengaluru

b) Bank Guarantee from a scheduled / nationalized bank and in the Proforma provided in 'Section -7B of this Bid Document. The PBG should be valid for 18 Months.

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

5. INSPECTIONS AND TESTS:

5.1 The Inspection will be done by AO (Receipts) or any officer appointed by him.

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

6. DELIVERY: Delivery Schedule for priority based materials should maximum 6 days – including printing and distribution as the materials have to reach the market as soon as possible in view of the frequently changing tariff.

For all other materials delivery schedule will be 10 days. Location is as per the presently available Point of sales – addition and deletion will be made as and when required. Purchase Orders will be issued by (AGM (Sales & Mktg) of BGBA.

7. PENALTY: as per clause 32, Section 4 and Clause 15.2 of Section 5.

8. INCIDENTAL SERVICES; not applicable

9. SPARES: Not applicable

10. WARRANTY: Not applicable

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

11. PAYMENT TERMS:

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

(a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.

(b) Acknowledged Delivery Challan in original.

(c) Inspection Certificate of QA (Payable copy in original)

(d) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.

(e) E-way bill as prescribed in the GST law in case of movement of goods

(f) Proof of payment of GST, if applicable.

(g) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note :- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal .

3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).

4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

11.2 The balance payment shall be made within a period of 6 months from invoice date to ensure availability of input tax credit (ITC) & subject to condition that 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.

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

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

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

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 his bid except for the variation caused by change in taxes/duties as specified in clause 12.2 mentioned below

(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.

12.2 Any increase in taxes and others statutory duties / levies after the expiry of scheduled delivery date shall be to the supplier account. However, benefit of any decrease in these taxes / duties shall be passed on to the purchaser by the supplier.

13. CHANGES IN PURCHASE ORDERS:

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

- a) The place of delivery; or
- b) 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 his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE:

15.1 Delivery of the Goods and performance of 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 either 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 contract for default.

If at any time during performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall :

- (a) Promptly notify the Purchaser in writing of 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 of performance of the contract by not more than 10 weeks as per the provisions of 16 of Section 5 as per provision given below:

- (b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5 (Fall Clause)The vendor shall also submit conditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5 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 10 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 3% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought.

15.3 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:

The date of delivery of the stores stipulated in the acceptance of 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 deliveries will not deprive the purchaser of his right to recover liquidated damages under Clause Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, 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 for each week of delay or part there of for a period up to 5 (Five) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part there of for another Five weeks of delay. Beyond Ten weeks, the supply will not accepted and then PO placed may be treated as cancelled and the supplier's Performance Security will be forfeited. If the supply received is not as per the required specification, the supply will be rejected.

17. FORCE MAJEURE:

17.1 If, at any time, during the continuance of the contract, the performance in whole or in part by either party or any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event 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 reason 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 the course of manufacture which may be in possession of the supplier at the time of such termination or such

No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023 portion thereof as the Purchaser may deem fit, accepts such materials, bought out components and stores as the supplier may with the concurrence of the Purchaser elect to retain.

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 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) The item supplied are not as per the specifications;
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Purchaser will take action as specified in Appendix-1 of Section-4.

19 Clause deleted.

20 ARBITRATION:

20.1 In the event of any question, dispute or difference arising under this agreement or in connection there – with (except as to matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the PGM, BSNL, BGTD, Raj Bhavan Road, Bengaluru-560 001, or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the Officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the PGM, BGTD, BSNL, Raj Bhavan Road, Bengaluru-560 001, or by whatever designation such Officers may be Called (hereinafter referred to as the said Officer) and if the PGM or the said Officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by PGM or the said Officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the Arbitrator shall be final & binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever, the PGM, BGTD, BSNL or the said Officer shall appoint another person to act as arbitrator in accordance with terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

20.3 The venue of the arbitration proceeding shall be the Office of the PGM, BSNL, Bengaluru Telecom District, Telephone House, Raj Bhavan Road, CTO Building, Bengaluru-560 001 or such other places as the arbitrator may decide.

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 or persons contracting through the BSNL, India 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 BSNL.

In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the supplier.

No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023
GST would not be liable on security deposit. But if supplier set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.

22. INTIMATION OF SUPPLY STATUS As per P.O. Schedule.

23. DETAILS OF THE PRODUCT: Pl. refers Section 3 part-A and Part-B.

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

24. FALL CLAUSE :

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in Clause 12 of section 5. Further If at any time during the period of contract,

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

and/or

b. The price received in a new tender for the same or the similar equipment /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 purchaser reserves the right to purchase the balance unsupplied quantity /service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

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

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 the 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 his shall be subject to the jurisdiction of the competent Court at the place from where Contract/PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

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

26. General Guidelines:-

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

27. GST Invoice

27.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

27.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

27.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.

27.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.

27.5. Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise

27.6. BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL

27.7. It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.

27.8. E-waybill number should be mentioned on the invoices.

27.9. Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

(a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.

(b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:

(i) Uploading appropriate invoice details on the GSTN within the stipulated time;

(ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.

(iii) Supplier needs to pay the entire self-assessed tax on timely basis.

(iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

(v) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier

(vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

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

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

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

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

For understanding the terms & condition of Tender & Specifications of work.

a) Certified that:

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

b) The Tenderer hereby covenants and declares that:

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

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

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

SECTION-6 Part B
UNDERTAKING & DECLARATION
CERTIFICATE TO BE SUBMITTED BY THE BIDDER
(ON COMPANY'S/FIRM'S LETTERHEAD)

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

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

1. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

2. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later stage, this would be ground for the immediate termination and further legal action in accordance with Law.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

SECTION-6 Part C

CERTIFICATE TO BE SUBMITTED BY THE BIDDER (ON COMPANY'S/FIRM'S LETTER HEAD)

Form 1

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

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

hereby solemnly affirm and declare as under:

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

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

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

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

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

1. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)

2. Date on which this certificate is issued

3. Telecom Product/Services/Works for which the certificate is produced

4. Procuring agency to whom the certificate is furnished

5. Percentage of LC claimed

6. Name and contact details of the unit of the manufacturer

7. Sale Price of the product

8. Ex-Factory Price of the product

9. Freight, insurance and handling

10. Total Bill of Material

11. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works

12. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.

13. List and cost of inputs which are imported, directly or indirectly

For and on behalf of

(Name of firm/entity)

Authorized signatory

(To be duly authorized by the Board of Directors)

Section 6(D)

Near Relative Certificate
(ON COMPANY'S / FIRMS LETTER HEAD)

FORMAT

To:

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

Sir,

Sub: Near Relative Certificate

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

Definition of near relative:

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

Yours Truly,

(Signature with seal)

Note: In case of proprietorship firm certificate will be given by the proprietor, For Partnership firm certificate will be given by the all partners, and in case Limited company by all the Directors of the company.(Pl refer clause 34.1of Section-4)

SECTION -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 Principal General Manager, Bengaluru Telecom District, Bengaluru (Hereafter referred to as BSNL BGTD) for participation in the tender of work of
.....vide tender no.Now at the request of the Bidder, We BankBranch having
..... (Address) and Regd. office address as
..... (Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:

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

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

Place:

Date: (Signature of the Bank Officer) Rubber stamp of the bank
Authorized Power of Attorney Number:
Name of the Bank officer:
Designation: Complete Postal
address of Bank:
Telephone Numbers
Fax numbers.....

Section 7 B

धारा-7बी SECTION -7B

प्रतिभूति गारंटी का निष्पादन (बंधक पत्र)

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

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

विषय:- प्रतिभूति गारंटी Sub:- Performance Guarantee

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

Whereas Principal General Manager, Bangalore Telecom District, Bangalore (hereafter referred to as BSNL BGTD) has issued an APO no..... Dated/...../20..... awarding the work of to M/s..... R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of Principal General Manager, Bangalore Telecom District, Bangalore of Rs.- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity") [valid for 18 months]

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

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

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

We, "the Bank" do hereby undertake and assure to the BSNL BGTD that if in the opinion of the BSNL BGTD, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL BGTD the said sum limited to P.G. Amount or such lesser amount as BSNL BGTD may demand without requiring BSNL BGTD to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

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

Any such demand from the BSNL BGTD shall be conclusive as regards the liability of Bidder to pay to BSNL BGTD or regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL BGTD regarding the claim.

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

I We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

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

The Bank further agrees that the BSNL BGTD shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL BGTD against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL BGTD or any indulgence by BSNL BGTD to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. यहां निहित कुछ होते हुए भी

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

(ख) यदि विधिमान्य तारीख तक हम पर कोई लिखित दावा या मांग न करते तो इस गारंटी पूर्णतः निरस्त होगा और इस गारंटी

के अधीन बीएसएनएल, बेंगलूरू दूरसंचार जिला के सभी अधिकार समाप्त रहेगा।

Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the BSNL BGTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

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

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

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

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

स्थान/Place :

तारीख/Date :

(बैंक अधिकारी का हस्ताक्षर) बैंक का रबड़ मोहर

प्राधिकृत मुख्तार नामा संख्या.....

बैंक अधिकारी का नाम

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

Authorized Power of Attorney Number:

Name of the Bank officer:

SECTION -7(C)

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

[To reach AGM (MM) before date of bid opening]

To

ASSISTANT GENERAL MANAGER (MM),
5th FLOOR, TELEPHONE HOUSE,
RAJ BHAVAN ROAD,
BENGALURU – 560 001.

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

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

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

I.

II.

Alternative
Representative

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

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

SECTION-8

Bidders /Tenderer’s profile & Questionnaire.

Tenderer / Bidder’s Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer’s Profile

1.Name of the Individual/ Firm:

2. Present Correspondence Address

.....

..... Telephone No. Mobile No.

.....

FAX No.

3. Address of place of Works/

Manufacture

.....

.....Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm/Private limited company. / (Tick the correct choice):

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

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

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

.....

.....

.....

7. Permanent Account No. :

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

(a) Beneficiary Bank Name:..... (b) Beneficiary branch

Name:..... (c) IFSC code of beneficiary

Branch..... (d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Bengaluru? If so state its Address

.....
.....

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

GSTN 1.....
GSTN 2.....
GSTN 3..... and so on

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

**SECTION-9 Part A
BID FORM**

TENDER No. No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023

To,
The Assistant General Manager (MM),
O/o THE PRINCIPAL GENERAL MANAGER,
BANGALORE TELECOM DISTRICT,
5th Floor, Telephone House, RAJBHAVAN ROAD,
BANGALORE - 560 001.

Dear Sir,

- 1) Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged. We, undersigned, offer to 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 this Bid.
- 2) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 3) We agree to abide by this Bid for a period of **150** days from the date fixed for Bid opening or subsequently extended period if any, agreed by us. The bid shall remain binding upon us to the aforesaid period.
- 4) We understand that you are not bound to accept the lowest or any bid, you may receive.
- 5) If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the Contract value for the due performance of the Contract
- 6) If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
- 7) Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 2023

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid for and on

Address

Behalf of

SECTION-9 B
PRICE SCHEDULE

Sl. no	Items Description	Total Qty IN NOS.	Basic Price per Unit (In Rs.)	GST				Unit Price (Rs.)Inclusive of all Taxes) =(col.4+col.6+col.8)	Total Amount Rs. (Inclusive of all Taxes)	
				CGST		SGST			In Fig	In Words
				%	Amt Rs.	%	Amt Rs.			
1	2	3	4	5	6	7	8	9		
	MARKETING ITEMS									
1	MKTG-1	30,000								
2	MKTG-2	30,000								
3	MKTG-3	30,000								
4	GNL-1	30,000								
5	MKTG-4	180								
6	MKTG-5	200								
7	MKTG-6	200								
8	MKTG-7	1,000								
9	MKTG-8	1,000								

HSN CODE

Note: (1) Tenderer should submit the price offer in the prescribed Price Schedule (Section 9, Part –B) in e-format (BOQ) only. Information given at other places will not be considered.

(2) The above offer is final and I/We hereby undertake to strictly abide by all terms and conditions set forth in the **Tender Notice** AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023

(3) Evaluation will be done ITEM wise.

SIGNATURE AND SEAL OF THE BIDDER

ANNEXURE – 1

RTGS/ NEFT/ MANDATE FORM FOR VENDOR CREATION

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

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

DATE: Authorised Signatory

BANK CERTIFICATE

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

Date:

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

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

MANDATE FORM

----- (Name of the company) represented by Sri. -----
----- (with designation like Proprietor, CEO, MD etc.) hereby give our consent to
credit the settlement amount in r/o Purchase Order No. ----- dated -----
-- for supply of ----- to O/o P.G.M., BG TD, consignee -----
----- paying authority -----by way of
Electronic Clearance system or by Electronic fund transfer (as the case may be) to our Bank account No. -----
-----SB/CA, Bank branch -----MICR No. ----- Bank's Name -----
----- . IFSC Code-----

A copy of the cancelled / Photostat cheque leaf is enclosed.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, we would not hold user institution responsible. We agree to discharge the responsibility expected of us as a participant under the scheme.

Signature
(By Authorized Signatory)
With the Stamp and Seal of the Company

Date

ANNEXURE - II

PRE RECEIPT

Received with thanks from the Pr. General Manager, Bengaluru Telecom District, Bengaluru a sum of **Rs.18,000/-** towards the refund of EMD paid against this office Tender Notice No. AGM (MM)/T-84-1/ MARKETING MATERIALS /2023-24/02 dtd. at BG-01, the 30.10.2023
No. Book No. dtd.

Firm Name & Address

Seal / Rubber stamp of firm
with signature

PRE RECEIPT

Received with thanks from the Pr. General Manager, Bengaluru Telecom District, Bengaluru a sum of **Rs.18,000/-** towards the refund of EMD paid against this office Tender Notice No. AGM (MM)/T-84-1/ MARKETING MATERIALS /2023-24/02 dtd. at BG-01, the 30.10.2023 No. Book No. dtd.

Firm Name & Address

Seal / Rubber stamp of firm
with signature

Annexure-III

CERTIFICATE

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

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

Place:

Date:

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

Annexure - IV
DEED OF INDEMNITY (on Rs 100 Stamp paper)

This **DEED OF INDEMNITY** is executed on this the, by

1. <<**Name of the Bidder**>>, a company/ firm registered under the
(Applicable acts, as the case may be) (Hereinafter referred to as the **Bidder**) and having its registered office at <<Address of the Bidder>> acting through << Authorized Signatory>> is hereinafter, for the purposes of this Deed of Indemnity.

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, through the BSNL Office (hereinafter referred to as the **Purchaser** which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) **on the Other Part.**

WHEREAS

- (a) The Purchaser had invited bids *vide* their Tender Enquiry No.....(hereinafter referred to as 'Tender') for the purpose of.....
- (b) The Bidder had submitted its bid/ proposal dated ____ (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (c) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

- 1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfillment of required obligations during contract period.
 - b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
 - I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the product /services being supplied/provided under this Tender.
 - II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.

- III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
 3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
 4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
 5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.
 6. This Deed of Indemnity declares that M/s-----
-----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./ PSU/Public bodies/Municipalities/GST Authorities and not having any ongoing litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having ongoing litigation or court cases pending.
 7. In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to be blacklisted / debarred for future works/contract with BSNL. Any such action shall however be without prejudice to BSNL's rights under the law.

(Authorized Signatory)

Date:

Place:

<< Name of the Bidder >>

Witness 1:

Witness 2

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

Be it known all to whom it concerns that: -

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

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

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

_____ dated _____ for _____ due for opening on _____.

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

Witness (with Address)

- 1.
- 2.
-

Signature of the Proprietor/Partners/Directors

- 1.
- 2.c g
- 3.

Accepted
(Signature of Signatory of Tender Offer of the firm)

ATTESTED
Notary Public
(Signature with Official Seal)

OR
REGISTERED
Before
(SUB – REGISTRAR)
(Of concerned State)

ANNEXURE-VI
AGREEMENT

This agreement is made between the Assistant General Manager, (MM-) Bengaluru Telecom District, Bengaluru: 560 001 on behalf of PGM, BGTD, BG-- 560001 and the approved Tenderer, M/S

..... Herein known as “THE CONTRACTOR” on this day of agreement (Day of Execution)/2023 for the PRINTING AND DISTRUBTION OF BROCHURES, PAMPHLETS, FORMS ETC. following Terms and Conditions are also binding on the approved Tenderer.

1. Tendered Items may be supplied to Bengaluru Telecom District, conforming to the Specification mentioned in the Section-3, Part-A & Part- B.
2. The supply shall be completed within the period prescribed in the APO
All other Terms and conditions of the BSNL, BGTD's Tender No. No. AGM (MM)/T-84-1/ MARKETING MATERIALS/2023-24/02 dtd. at BG-01, the 30.10.2023
3. The BSNL shall be at liberty to terminate this agreement and shall not be responsible for any loss, damage etc., as a result of termination of the contract.
4. Should the supplier fails to complete the work within the period prescribed, BGTD shall be entitled to recover 0.5% of the value of the delayed work for each week of delay or part thereof for a period up to 5 (FIVE) weeks and thereafter @ 0.7% of the value of the delayed work for each week of delay or part thereof for another **FIVE weeks** of delay. Quantum of liquidated damages assessed and levied by the Purchaser shall be final and not challengeable by the Supplier. After 10 weeks of delay, the work will not be entertained and the order will be cancelled automatically
5. In case of unsatisfactory or irregular supply by the contractor, the contract will be cancelled.
6. The supplied materials should conform generally to the specification mentioned in the Tender, duly guaranteed for the quality of the material as well as against any manufacturing defects. The materials must be supplied as per samples given and any deviation will attract cancellation of approval.
7. Payment will be effected by ECS / EFT only. The contractor will prepare and submit bills in duplicate serially machine numbered and pre-receipted along with the duly certified delivery Chelan (certified by the consignee for the purpose) and submit the same to the officer concerned for arranging the payment. The bills should be addressed to The Consignee.
8. The decision of the BSNL regarding the meanings and effects of the above provisions as well as the obligations of the contract under these provisions shall be legally binding on the Contractor.
9. All disputes / claims, whatsoever shall be within the Jurisdiction of Principal .General Manager, Bengaluru Telecom District, Bengaluru: 560 001 which shall be final and irrevocable.
11. To stream the Distribution Schedule, the contractor (approved Tenderer) has to pack the materials as per the work order given by MKTG Section with the details of Quantity and location and deliver the packed materials to the Franchise Location & CSC Locations.
12. The procurement against this Tender is for **one year** requirement and terms and condition shall be operative for a period of one year from the date of issue of APO.

On Behalf of BSNL, BGTD
Bengaluru - 560001

(CONTRACTOR)

(Name with Rubber Stamp)

Witnesses:

- | | |
|----|----|
| 1) | 1) |
| 2) | 2) |

Witnesses:

ANNEXURE VII
(In case of Sole Proprietorship Firm)

AFFIDAVIT

I, Smt/SriS/o..... is the
Sole Proprietor of the Firm M/s.....Located at
No..... And is accountable to
all tax liabilities of the said firm.

Signature
Name of the Proprietor of the Firm & Seal

ATTESTED
Notary Public
(Signature with Official Seal)

OR

(SUB – REGISTRAR)
(Of concerned State)

ANNEXURE VIII
Appendix-1 to Section 4 (Standard Tender Enquiry Document)

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) contd	(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	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p>	<p>i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
S. No.	Defaults of the bidder / vendor.	Action to be taken
7	<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 SP(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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con- td.		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.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with	i) Banning of business for 3 years which implies Barring further dealing with the vendor for

	respect to the contract in question.	procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(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.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
<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>		

Check List of Documents to be submitted

Sl. No	Documents	Submitted/ Not Submitted
1	Cost of the Tender Document (Scanned of DD to be enclosed.)	
2	Bid Security (EMD) (Scanned of DD to be enclosed.)	
3	Bid Form in Section 9 Part-A duly filled up and signed.	
4	NO Modification Certificate	
5	Tender Document uploaded with digital signature.	
6	Copy of Firm Registration Certificate	
7	Copy of Experience Certificate as per Eligibility Conditions.	
8	P/L Statement for year 2020-21 & 2021-22	
9	Copy of Income Tax returns for Assessment years 2021-22 & 2022-23	
10	Copy of Certificate of Incorporation / Firm Registration Certificate	
11	Copy of Memorandum, of Articles and Association OR Partnership Deed OR Proprietorship Deed as the case may be	
12	Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents.	
13	Copy of Board Resolution, authorizing a person for Executing power attorney in the name of person, who is signing the bid document. (In case of Company / Institution / Body Corporate)	
14	Copy of a List of all Board of Directors of the company (In Case of Limited Company)	
15	Copy of PAN CARD	
16	Copy of GST	
17	Near Relationship Certificate as per format available in Section 6 B (In case of Proprietorship firm Certificate to be given by the Proprietor, For Partnership firm, certificate to be given by all Partners and in case of Limited Company , Certificate to be given by all Directors of the Company.	
18	Duly filled Bidder's / Tenderer's Profile as per Section 8	
19	Declaration that the firm is not blacklisted as per Annexure 1	
20	Declaration for having read and understood the Terms & Conditions. (6A,B & C)	
21	No Relative Certificate	
22	Vender creation form in case does not have BSNL Vender Code	

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

Printing & Distribution of Marketing Materials for the year 2023-24			
SL NO	MKTG CODE	Item	Description
1	MKTG-1	Pamphlets	14 x 21.5 cms 90 GSM Imported art paper, multi colour, Both Sides
2	MKTG-2	Pamphlets	21.5 X 28.5 cms 80 GSM Maplitho paper, Single colour, Both Sides
3	MKTG-3	Stickers	21.5 X 28.5 cms 90 GSM Imported art paper, multi colour, single side printing with Adhesive sticker
4	Gnl-1	Application	21.5 X 28.5 cms 80 GSM Maplitho paper, Single colour, Both Sides
5	MKTG-4	Promotional Garden Umbrella	All Services Blue and White colour with BSNL Yellow logo with stand, outdoor umbrella 7ft to 8ft width
6	MKTG-5	Hats	Cotton Material with BS NL logo
7	MKTG-6	ID Tags	Tags with BSNL logo
8	MKTG-7	Sunpack Boards	3mm foam Board with multicolours Eco solvent printing. Top two sides eyelets with Tag/Thread for hanging, area 2 sq ft
9	MKTG-8	Book Mark	50 mm x 150 mm,250 GSM art card with satin Tag, Printing on both sides