



Bharat Sanchar Nigam Ltd.

(A. Government of India Enterprise)
 O/o CGM, Odisha Telecom Circle
 (A Govt. of India Enterprises)
 BSNL Bhawan, Ashok Nagar
 Unit-II, Bhubaneswar-751009.

TENDER DOCUMENT

NAME OF WORK:-
SUPPLY OF : "e-KYC Biometric Finger Print Scanner"
OF ODISHA TELECOM CIRCLE

TENDER FOR SUPPLY OF : e-KYC Finger Print scanner		
DATE & TIME OF ISSUE BID DOCUMENT	:	From 11:00 Hours 05-05-2017 to 17:00 Hours of 29-05-2017
LAST DATE OF SUBMISSION	:	Up to 17:00 Hours of 29-05-2017
DATE OF OPENING	:	At 11:00 Hours of 30-05-2017
PRE BID MEETING WITH SAMPLE	:	At 15.00 Hrs of 15-05-2017

PLACE OF OPENING
CONFERENCE HALL,
O/o CGM, BSNL BHAWAN, ASHOK NAGAR
UNIT-II, BHUBANESWAR-09

Issued By :

AGM.(Sales-I)
O/o the CGM, ODISHA Circle,
Bhubaneswar-751009.

Visit us at: www.orissa.bsnl.co.in
www.tenderwizard.com/BSNL

TENDER DOCUMENT FOR FINGER PRINT SCANNER
BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)
O/o CGM, BSNL BHAWAN, ASHOK NAGAR, BHUBANESWAR-751009

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SECTION-I (Part-A)

<p>O/o Chief General Manager Odisha Telecom Circle, BSNL Bhawan, Unit-2, Ashok Nagar, Bhubaneswar-751009 (CMTS UNIT) Tel.No. 0674-2503000 FAX No. 0674-2500730</p>		<p align="center">भारत संचार निगम लिमिटेड (भारत सरकार का उपक्रम) BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise)</p>
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Tender No.: OR/CMTS/Comm/Tender/Finger Print Scanner/16-17

Dated at BBSR 05-05-2017

DETAILED NOTICE INVITING E-TENDER

Digitally sealed e-tenders on two bid systems are invited by The Chief General Manager, BSNL, Odisha Telecom Circle, Bhubaneswar from the registered firms/individuals manufacturing the items or authorized to supply/sell the items as detailed below. The schedule of the e-tender are described below.

Table-A:

S. No.	Name of the Item/ Work	Tentative Quantity	Estimated Cost	Bid Security/Earnest Money Deposit Amount for the E-Tender	Cost of BID Document (in Rs. Inclusive of VAT 5%)
1	Supply of e-KYC Biometric FINGER PRINT SCANNER	500	Rs.15,00,000/-	Rs.30,000/-	Rs. 525/-

Table-B:

1	Tender Notice No. & Date	OR/CMTS/Comm/Tender/Finger Print Scanner/16-17,Dt. 05-05-2017
2	Time and date of E-submission of tender	Up to 17.00 hrs of 29 th May' 2017
3	Time & Date of E-opening of Tender (Technical Bid Only)	The tenders shall be opened on 11hrs of 30th May' 2017 through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices However, if required, authorized representatives of bidders can attend the TOE at the mini Conference Hall, 4th floor, BSNL BHAWAN, ASHOK Nagar; Bhubaneswar-751009 where BSNL's Tender Opening Officers will conduct Public Online <u>Tender Opening Event (TOE) on 11.00 hrs of 30th May, 2017.</u>
4	Minimum Validity of Tender offer	150 days from the date of opening
5	Availability of Tender Document	Tender document can be downloaded from the website: www.orissa.bsnl.co.in following the link-'Orissa'. Further the Tender document for participating in E-tender shall be available for downloading from www.tenderwizard.com/BSNL following the link for Tenders through E-Tender by BSNL and to be submitted in the e-format from 5th May'2017 to 29th May'2017 up to 17:00hrs. As tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.
6	Name of the work	Supply of e-KYC BIO METRIC FINGER PRINT SCANNER

7	Estimated Qty	e- KYC Biometric Finger print Scanner-500.	
8	Estimated cost of contract (Approx.)	Supply of e-KYC Biometric FINGER PRINT SCANNER	Rs.15,00,000/-
9	Duration of contract	One year from the date of award of contract with an option of extension for a further period of 6 months on the same rate, terms and conditions.	
10	Cost of Tender paper	Rs.525/- (Rupees five hundred twenty five) only (Non-refundable). The cost of tender paper should be submitted in shape of crossed DD/BC drawn after the date of publication of NIT on any Nationalized/Scheduled Bank in favour of Accounts Officer (A&P), BSNL, O/o CGM, Odisha Circle, Bhubaneswar payable at Bhubaneswar. The scanned copy of the above DD/BC towards cost of tender document should be uploaded in E-tendering portal of M/s ITI.	
11	BID security	EMD either in shape of DD/BC, drawn in favour of Accounts Officer (A&P), BSNL, O/o CGM, Odisha Circle, Bhubaneswar payable at Bhubaneswar or in the form of BG issued in favour of CGM, BSNL, Odisha Circle, Bhubaneswar as per above table-A on any Nationalized/Scheduled Bank , is to be submitted with validity minimum 180 days from the date of opening of the tender. The scanned copy of the documents submitted towards EMD should be uploaded in E-tendering portal of M/s ITI.	
12	Rejection of Tender	The CGM reserves the right to cancel / reject any or all the tenders without assigning any or all the reasons thereof.	

Note 1: The quantity of materials stated above is estimated and BSNL reserves the right to vary the quantity to the extent of $\pm 25\%$ of specified quantity without any change in unit price or other terms & conditions.

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

Note 3: Amendments, if any, to the tender documents will be notified in the above website as and when such amendments are notified particularly before **17.00 hours of 19th May'2017**. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Note 4: The MSE units shall be exempted from submission of Bid Security deposit and cost of tender paper on production of requisite proof in respect of valid certification from MSME for the tendered item.

A. Eligibility Criteria

1. The eligible bidder should be an **Indian company registered to manufacture the tendered items or authorized dealer/reseller of manufacturer to supply the tendered items** and shall submit the bid for the same . Copy of Registration / Authorization certificates shall be enclosed in the tender document.
2. The firm must have Experience towards Supply of tendered items to any **Govt./ Semi Govt. / Public Sector Units / Any Telecom service provider / Franchisee of any Telecom service provider** amounting Rs.2.5 Lakh cost or at least 100pc of e-KYC machine during the last 3 years .The experience certificate should be issued by an officer not below the rank of DGM or equivalent / sales Head of the other operators/ Head of the Firm.

SECTION – 1 (Part B)
NEWS PAPER N.I.T. (NNIT)
Bharat Sanchar Nigam Limited
O/o CGM, BSNL BHAWAN, ASHOK Nagar
Bhubaneswar-09, Odisha
NOTICE INVITING E -TENDER

OR/CMTS/Comm/Tender/Finger Print Scanner/16-17 Dated at BBSR the 5th May, 2017

Digitally Sealed tenders are invited by CGM, BSNL, Odisha Circle, Bhubaneswar from the manufactures/Authorized re-seller for the following work:

S. No.	Name of the Item/ Work	Tentative Quantity	Estimated Cost	Bid Security/Earnest Money Deposit Amount for the E-Tender	Cost of BID Document (in Rs. Inclusive of VAT 5%)
1	Supply of e-KYC Biometric FINGER PRINT SCANNER	500	Rs.15,00,000/-	Rs.30,000/-	Rs. 525/-

Last date of receipt of tender is **29th May' 2017 up-to 17.00 Hrs.**

Note: Tender document can be downloaded from the website: www.orissa.bsnl.co.in following the link- "Tender". Further the Tender document for participating in E-tender shall be available for downloading from www.tenderwizard.com/BSNL following the link for Tenders through E-Tender by BSNL and to be submitted in the e-format **from 5th May, 2017 to 29th May' 2017 up to 17.00hrs.** As e-Tenders are invited through e-tendering process, physical copy of the tender document would not be available for sale.

AGM (Sales-I)
O/o the CGM, BSNL,
Odisha Circle, Bhubaneswar-9
Tel.: 0674-2500436, FAX-2501499
E-Mail: cmorsm@gmail.com
sachipati@gmail.com

SECTION- 2

Tender Information

1. Type of tender- :

- No. of Bid Submission Stages for tender: Single
- No. of Bid: Two Nos.(Technical & Financial BID)
- Bid validity Period: 150 days from the tender opening date.
- The bidder shall submit Techno-commercial(Technical) & Financial bid simultaneously through online. The evaluation will be done for techno-commercial bid first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

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

The entire bid-submission would be online on ETS, through ITI e-tendering portal for BSNL i.e. www.tenderwizard.com/BSNL.

A. Online submissions: Broad outline of submissions are as follows:

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

B. For eligibility the Techno-commercial & Financial bid should contain the following documents.

- a) **Techno-commercial Part:** The bidder should upload the scanned copies of the following documents (**signed & self-attested**) in e-tendering portal as a part of Techno-commercial bid.

i	One copy of the complete set of tender documents duly filled in and signed on each page by the authorized signatory.
ii	Tender Cost of Rs.525/- (In form of DD/BC) in case the form is downloaded from the website.
iii	EMD as per NIT Section-I, Part-A. The scanned copy of the documents submitted towards EMD should be uploaded in E-tendering portal of M/s ITI.
iv	Bidder having valid NSIC registration / MSME registration for Micro & Small firms with approval of monetary limit will be exempted from these costs as per rule. The proof of the same must be produced in the technical bid. (The Original is to be produced before TOC during opening of the tender). In case the ownership of such MSE (Micro & Small Enterprises) Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
v	Certificate of incorporation/registration of the firm.
vi	Article of memorandum of Association or partnership deed or proprietorship deed as the case may be.
Vii	Turn over certificate from a CA firm at least 5Lakh in last three financial years 13-14,14-15,15-16,.
Viii	Self attested copy of registration of Firms/companies/manufactures/authorized to manufacture the tendered item.
iX	Self attested photo copy of valid authorized dealership /reseller certificate in case of dealer/reseller if any.
x	Experience certificate as per the eligibility criteria mentioned in the bid.
Xi	'Power of Attorney' in favour of the signatory signing the tender documents (It is not required in case of proprietor signed himself). Article & Memorandum of association with certificate of Registration in case of limited company or Authenticated copy of Partnership Deed, in case of partnership firm.
Xii	Undertaking for non-working of any relative in BSNL from all directors/ all the proprietors/partners in the

	prescribed format available in Annexure-XIV
Xiii	Copy of PAN card & Income Tax return for FY 2015-16 i.e. assessment year 2016-17
Xiv	Copy of Sales Tax registration no / VAT registration no. & VAT clearance certificate up to 31 st March, 2017.
Xv	Bidder's Profile & Questionnaire duly filled & signed.
<p>Note: • If any one of the above 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 may at its discretion call for any clarification regarding the document. In such case(s), the bidder shall have to comply the purchaser's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.</p>	

C. Financial Bid should contain

1	Electronic Form- financial bid along with Price Schedule with all relevant bid document as per annexure-I.
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D. Offline Submissions:

The bidder shall submit the following documents offline to AGM(Sales-I),O/o the CGM, BSNL, Odisha Circle, Sales Section, 2nd Floor, ASHOK Nagar, BSNL BHAWAN, Bhubaneswar-9 on or before **17.00 hrs. Of 29th May' 2017**, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words '**DO NOT OPEN BEFORE**' (due date & time).

- EMD-Bid Security in Original.
- DD/ Bankers cheque against payment of tender fee in original.
- Power of attorney in accordance with clause 2.1 of Section-4- Part A.
- Copy of NSIC/MSD/DIC registration certificate if applicable.
- One device as sample of the Item quoted*.

Note-1: The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.

Note-2: The bidder should submit the sample of one e-KYC Biometric (Finger print Scanner) on the date of pre-bid meeting i.e on date.15.05.2017

5. Payment terms.

- 5.1 Payment of 70% of the price shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
 - 5.1.1. Invoice in duplicate, clearly indicating break up details of composite price i.e. basic, E.D,Sales tax, any other duties and taxes, freight/ packing charges, services etc.
 - 5.1.2. Delivery challan.
 - 5.1.3. Consignee receipt that the materials received in good condition.
 - 5.1.4. Authenticated copy of purchase order issued.
 - 5.1.5. Certificate of payment of excise duty.
- 5.2. 25% will be paid after successful testing of the equipments. For claiming the payment the following documents are to be submitted.
 - 5.2.1. Test Certificate issued by the committee after testing the equipments as per Sec-4 Part-A clause no-30.
- 5.3. Remaining 5% will be paid after completion of 1 year from the date of testing. However payment of this 5% of the price shall be made if the vender provides additional 5% Bank Guarantee with invoice (Validity of 24 Months).

6. Delivery Schedule

- Delivery of goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contracts and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the item shall be to the ultimate consignee as given in the purchase order.
- The work shall be completed within **6 to 8 weeks** from the date of issue of purchase order. The actual supply schedule will be given in the Purchase order.

7. Consignee :-

**AGM(Sales-I), O/o CGM, BSNL
2nd Floor Sales Section
ASHOK NAAGR, Unit-II
Tel.: 0674-2500436, FAX-2501499
E-Mail: cmorsm@gmail.com**

SECTION- 3 Part A

SCOPE OF WORK

- **General:** The selected bidder(s) will have to supply of e-KYC Biometric FINGER PRINT SCANNER as per the specification.

Scope of Work:

- Supply of **500** Nos of e-KYC Biometric FINGER PRINT SCANNER. The quantity above stated are estimated and BSNL reserves the right to vary the quantity to the extent of **±25%** of specified quantity without any change in unit price or other terms & conditions.
- **Award of Work:** If more than one bidder is found techno commercially fit then the work will be awarded as per the section-4-B clause-3 among all the bidders maximum up to 2.

SECTION-3 Part-B

Technical Specification :-

1. e-KYC Biometric Finger print scanner.

- STQC certified single Finger print biometric device for Aadhar Authentication with driver, in built template extractor software/SDK (mandatory with license, if required) (STQC Certificate for the device must be submitted)
- API/SDK for android (4.0 and above) platform
- Device should be plug and play with any android (4.0 and above) mobile set/ tablet without need of any additional license to be deployed.
- The device should have integrated USB 2.0 type connector or higher
- Device must come with connector cables to allow connection of the device to micro USB port
- Sample application for Android platform to test sensor/extractor.
- Vendor has to provide all necessary technical support for integration of their device.

SECTION-3 PART- C

SCHEDULE OF REQUIREMENT

S/N	Item	Quantity	Remarks
1.	E-KYC BIOMETRIC FINGER PRINT SCANNER	500	Minimum 2 lots or as per the requirements of BSNL

SECTION- 4 PART- A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. INTRODUCTION :

1.0 DEFINITIONS

- (a) "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- (c) "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods under the contract.
- (d) "**The Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "**The Purchase Order**" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "**Contract**" appearing in the document.
- (g) "**The Contract Price**" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "**Validation**" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) "**Telecom Service Provider**" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.

2.0. Eligibility of Bidders to Participate in Tender :

1. The eligible bidder should be an **Indian company registered to manufacture the tendered items or authorized dealer/reseller of manufacturer to supply the tendered items** and shall submit the bid for the same . Copy of Registration / Authorization certificates shall be enclosed in the tender document.
2. The firm must have Experience towards Supply of tendered items to any **Govt./ Semi Govt. / Public Sector Units / Any Telecom service provider / Franchisee of any Telecom service provider** amounting Rs.2.5 Lakh cost or at least 100pc of e-KYC machine during the last 3 years .The experience certificate should be issued by an officer not below the rank of DGM or equivalent / sales Head of the other operators/ Head of the Firm.

3. COST OF BIDDING:

The bidder/supplier 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.

B. THE BID DOCUMENTS:

4. DOCUMENTS REQUIRED :

- a. The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the at page No.-2
- b. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

- 5.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives **before 15 days (15.05.2017) of the date for the submission of bids**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.
- 5.3 **Pre bid meeting will be carried on dated 15-05-2017 for any type of clarification regarding the bid. The intending bidders are requested to bring the sample of e-kyc biometric scanner to display.**

6. AMENDMENT OF BID DOCUMENTS:

- a. At any time, prior to the date for 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 the bid documents by amendments.
- b. The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them. Those who download the tender document from website should intimate their address with fax no. and e-mail address for information of amendments.
- c. In order to afford prospective bidders/suppliers reasonable time to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.
- d. **The amendments if any will be given in the website i.e www.orissa.bsnl.co.in, www.tenderwizard.com/BSNL for information of all prospective bidders/suppliers at least 10 (Ten) days before the schedule date of opening of tender and no advertisement regarding amendments will be published in Newspaper/Trade Journal for this.**

7. DOCUMENTS COMPRISING THE BID:

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

- (a) Documentary evidence establishing that the bidder/supplier is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10. of this section.
- (b) Bid Security furnished in accordance with clause 12 of this section.
- (c) A Clause by Clause compliance as per clause 11 of this section.
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9 of this section.

8. BID FORM:

8.1 The bidder/supplier shall complete the Bid Form and appropriate the price schedule furnished in the BID documents indicating the goods to be supplied brief description of the goods, quantity and price. The completed bid form shall be submitted with technical bid.

9. BID PRICES:

9.1 The bidder shall give the total composite price inclusive of all levies & taxes, packing, forwarding, freight, insurance & inclusive of Octroi/Entry tax if any excluding the service tax. The basic unit price and other component price need to be individually indicated against the goods it proposes to supply under the contract as per price schedule given in **Bid Document**. Prices of incidental services should be quoted. The offer shall be in Indian Rupees. No Foreign exchange will be made available by the purchaser.

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

- a. The basic unit price of the goods, Excise duty, Sales Tax, Octroi/Entry tax, Insurance, Freight and forwarding other levies/taxes already paid or payable by Bidder shall also be quoted separately item wise.

9.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable/ a conditional price quotation will be treated as non-responsive and rejected.**

9.4 The unit prices quoted by the bidder shall be sufficient detail to enable the purchaser to arrive at prices of goods offered.

9.5 “DISCOUNT”, if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account.

If any quantity slab rates/discount/quantity slab discount is indicated in the bid, the rate/discount which is most advantageous to the purchaser shall be taken in to consideration irrespective of the limitation of quantity. No request or claim of the bidder in the bid in this regard will be entertained.

Any monetary benefit to be passed on to the purchaser as a result of CENVAT or any other scheme if not quantified shall not be taken into consideration

The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Break-up in various heads like Excise Duty, Sales Tax, Insurance, Freight and other taxes paid/payable as per Clause 9.2.1 is for the information of the purchaser.

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

10. DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION:

The bidder shall furnish, as part of his bid documents establishing the bidder’s eligibility, the following documents:

i	One copy of the complete set of tender documents duly filled in and signed on each page by the authorized signatory.
ii	Tender Cost of Rs.525/- (In form of DD/BC) in case the form is downloaded from the website.
iii	EMD as per NIT Section-I, Part-A. The scanned copy of the documents submitted towards EMD should be uploaded in E-tendering portal of M/s ITI.
iv	Bidder having valid NSIC registration / MSME registration for Micro & Small firms with approval of monetary limit will be exempted from these costs as per rule. The proof of the same must be produced in the technical bid. (The Original is to be produced before TOC during opening of the tender). In case the ownership of such MSE (Micro & Small Enterprises) Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
v	Certificate of incorporation/registration of the firm.
vi	Article of memorandum of Association or partnership deed or proprietorship deed as the case may be.
Vii	Turn over certificate from a CA firm at least 5Lakh in last three financial years 13-14,14-15,15-16,.
Viii	Self attested copy of registration of Firms/companies/manufactures/authorized to manufacture the tendered item.
iX	Self attested photo copy of valid authorized dealership/reseller certificate in case of dealer/reseller if any.
x	Experience certificate as per the eligibility criteria mentioned in the bid.
Xi	‘Power of Attorney’ in favour of the signatory signing the tender documents (It is not required in case of proprietor signed himself). Article & Memorandum of association with certificate of Registration in case of limited company or Authenticated copy of Partnership Deed, in case of partnership firm.
Xii	Undertaking for non-working of any relative in BSNL from all directors/ all the proprietors/partners in the prescribed format available in Annexure-XIV
Xiii	Copy of PAN card & Income Tax return for FY 2015-16 i.e. assessment year 2016-17
Xiv	Copy of Sales Tax registration no / VAT registration no. & VAT clearance certificate up to 31 st March, 2017.
Xv	Bidder’s Profile & Questionnaire duly filled & signed.

Note : If any one of the above items required to be submitted along with the technical bid is found wanting, the offer is liable for rejection. However, the purchaser may at it’s discretion call for any clarification regarding the document. In such case(s), the bidder shall have to comply the purchaser’s requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

The bidder shall furnish a certificate from its bankers as evidence that he has financial capability to perform the contract.

The bidder will verify the genuineness and correctness of all documents and certificates including experience and performance certificate before submitted them. The onus of proving genuineness of the documents would rest with the bidder.

All the documents to be produced in original for verification before awarding of contract.

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

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

The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

- (a) a detailed description of goods with essential technical and performance characteristics;
- (b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
- (c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions shall not be considered.

For the purpose of compliance to be furnished pursuant to the clause 11(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY (Earnest Money) :

1. BID SECURITY / EMD

EMD either in shape of DD/BC, drawn in favour of Accounts Officer (A&P), BSNL, O/o CGM, Odisha Circle, Bhubaneswar payable at Bhubaneswar or in the form of BG issued in favour of CGM, BSNL, Odisha Circle, Bhubaneswar as per table-A of DNIT of section-I on any Nationalized/Scheduled Bank, is to be submitted with validity minimum 180 days from the date of opening of the tender. The scanned copy of the documents submitted towards EMD should be uploaded in E-tendering portal of M/s ITI.

A proof regarding current registration with NSIC for the Tendered Item/Items shall be attached along with the bid documents and an undertaking as per format given below :

Certified that the firm is entitled to get the advantage of exemption from payment of EMD of an amount of Rs. _____ against tender No.....dtd..... The total advantages availed so far from other departments inclusive of this one has not exceeded the monetary limit fixed by NSIC” during the current financial year.

The MSE (Micro & Small Enterprises) 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.

13. PERIOD OF VALIDITY OF BIDS:

- a. Bid shall remain valid for **150 days** (inclusive of date of bid opening) for acceptance after the date of bid opening prescribed by the purchaser, A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- b. In exceptional circumstances, the purchaser will request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided 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. FORMAT AND SIGNING OF BID:

- a. The bidder shall submit one copy of original bid.
- b. The original copy of bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized by the bidder to sign on his behalf. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the original bid, except for amended printed literatures, shall be signed by the person or person signing the bid. The bids submitted shall be sealed properly.
- c. 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.

Power of Attorney

- d. The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective state(s) and the same be attested by a Notary public or registered before sub register of the state (s) concerned.
- e. The power of Attorney shall be executed by a person who has been authorized/nominated by the Board of Directors of the bidder in this regard, on behalf of company/institution/body corporate.
- f. 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.
- g. Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. **Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.**

15. SEALING AND MARKING OF BIDS:

Sealed BID system single stages using two envelopes but the envelopes are digital envelopes.

The offline documents to be submitted shall be sealed properly and the envelope shall contain

- a. Name & Address of the bidder/supplier.
- b. Bid for Supply of <<**Name of Tender for which being submitted as per DNIT**>> to CMTS unit of Odisha

“NOT TO OPEN BEFORE (DUE DATE OF TENDER)”

(Tender No. OR/CMTS/Comm/Tender/FINGER PRINT SCANNER/16-17 Date 05-05-2017)

➤ **Addressed to :**

**Asst. General Manager.(Sales-I)
O/o Chief General Manager, BSNL
Ashok Nagar,Unit-II
Bhubaneswar-09**

➤ **The tender which are not submitted in above mentioned manner, shall be summarily rejected.**

- The bid is to be returned unopened in case it is declared “LATE” or rejected.
- Tenders can be sent by Post (Speed/Registered/Courier). The responsibility for ensuring the outstation tenders are delivered in time shall vest with the bidder.
- Bids can be dropped in the tender box kept in the chamber of AGM.(Sales-I), O/o CGM, BSNL BHAWAN, ASHOK NAGAR, UNIT-II, Bhubaneswar-09 on or before due time on due date of opening. The purchaser shall not be responsible if the bids are delivered elsewhere.
- In no case more than one bid should be put inside a cover. In such case all the bids shall be treated as cancelled.

16. SUBMISSION OF BIDS:

- 14.1 Bids must be received by the Purchaser at the address specified not later than time specified on due date of opening as per NIT (SECTION-I).
- 14.2 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 subject to the deadline as extended.
- 14.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all systems/equipment as per requirement of the Bid Documents. The bidder shall have to submit the bid in the original Performa obtained from the purchaser for the purpose. Not more than one independent and complete offer shall be permitted from the bidder.

17. LATE SUBMISSION OF BIDS:

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

18. MODIFICATION AND WITHDRAWAL OF BIDS:

The bidder may modify, revised or withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's modification revision or withdrawal shall have to be online and digitally authenticated (in case of e- tendering). No bids shall be modified subsequent to the deadline after submission of bids.

19. OPENING OF BIDS BY PURCHASER:

- The techno commercial bids shall be opened on **11.00 hrs of 30th May, 2017** received through 'Public Online Tender Opening Event (POTOE)' by the BSNL's Tender Opening Officers nominated in this regard. The bidders can attend the Public Online Tender Opening Event (TOE) from their offices. However, if required, authorized representatives of bidders can attend the TOE at the Conference Hall, 4th floor, BSNL Bhawan, Ashok Nagar; Bhubaneswar-751009 where BSNL's Tender Opening Officers will conduct Public Online Tender Opening Event (TOE) on **11.00 hrs of 30th May' 2017.**
- Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening. (A Format is given in enclosed in Annexure-VII).
- A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- The financial bid will be opened in a later date which will be intimated subsequently to the prospective bidders..

20. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its own discretion ask the bidder for the clarification of its bid within one month from the date of opening. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder; shall be entertained.

21. PRELIMINARY EVALUATION:

- a. Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- c. Prior to the detailed evaluation, pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid documents. 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 is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- d. A bid, determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- e. The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid during opening of financial bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21. The evaluation and comparison of responsive bids shall be on the composite price of the goods offered inclusive of all levies & charges as indicated in Cl.12 of the Price schedule in Annex-I of the Bid Documents inclusive of Octroi/entry tax. Form "C" will be issued by the purchaser. Bidders should, therefore, quote rates taking into account benefits of Form "C" on the CST as applicable.

23. POST TENDER OFFER AND/OR CONTACTING THE PURCHASER :

- 23.1 No. post tender offer/submission of document i.e after opening of tender by any bidder will be entertained.
- 23.2 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.
- 23.3 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

24. Placement of order

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

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.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

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

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

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

27. ISSUE OF ADVANCED PURCHASE ORDER (APO)

- a)The issue of an Advance Purchase Order shall constitute the intention of the Purchaser to enter into contract with the bidder.
- b) The bidder(s) shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the Performa provided with the bid document at Annexure-IV. **The Performance security will be 5% of the total amount work awarded to the bidder and should have a validity of 24 months from the date of signing of the agreement.**
- c) 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

28. SIGNING OF CONTRACT:

28.1 After unconditional acceptance to the APO in accordance with Clause-27 after furnishing PBG, the vendor is to execute an agreement with the purchaser in non judicial stamp paper of **Rs 100/-** each in the format given at Annexure-XV..

28.2 The issue of Purchase Order shall constitute the award of contract on the bidder.

Upon the successful bidder furnishing the performance security pursuant to Clause-27, the Purchaser shall discharge its bid security, pursuant to Clause 12.

28.3 Duration of contract as per sl.no.(9) of sec-1 Part-A

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause-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. QUALITY ASSURANCE REQUIREMENTS:

- 30.1 All items of stores shall be tested by a team headed by one DGM identified by BSNL on receipt of material by the consignee.
- 30.2 The supplier shall have a well defined Quality Management System supported and evidence of same shall be submitted with the bid.

31. REJECTION :

Bid will be rejected due to non-submission of the following documents.

- a. Bid security (clause 12) SECTION-4 Part- A
- b. Cost of tender paper if downloaded (NIT)
- c. Documents as per clause 10 SECTION-4, Part-A
- d. Clarification/additional document sought for (clause 10 Note) SECTION-4, Part-A.

Bid will be rejected in the following cases:

- i) Adjustable/conditional/ambiguous price quoting clause-9.3 SECTION-4, Part-A
- ii) Purchaser reserves the right to reject any/all bids without assigning any reason thereof (Clause-26, SECTION-4, Part-A.)
- iii) Bid security valid for a shorter period(Clause-13 SECTION-4, Part-A.)
- iv) Sealing and marking of bids not done as per Clause-15 SECTION-4, Part-A.
- v) Late receipt of bids(Clause-17 SECTION-4, Part-A.)
- vi) If the bidder does not agree to the corrections in arithmetical errors (Clause-21.2 SECTION-4, Part-A).
- vii) Non responsive bidding (Clause-21.3 SECTION-4, Part-A.)
- viii) Any effort to influence the purchaser (Clause-23.3 SECTION-4, Part-A.)

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

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

- a) Does not supply the equipment in time;
- b) Equipment does not perform satisfactory in the field in accordance with the specifications;

33. Clause deleted.

34. NEAR-RELATIONSHIP CERTIFICATE

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

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

The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate is given in Annexure-XIV.

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.

Note for Tender opening Committee:

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

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

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

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

36. Security Clause as per latest guidelines and requirement

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

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

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

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Eligibility Conditions

Eligibility conditions for each tender shall be framed on case-to-case basis and shall be got approved from the tender approving authority.

Some hints on framing of eligibility conditions are given below:

The eligible bidders should be Indian companies registered to manufacture the tendered item in India, having obtained clearance from Reserve Bank of India wherever applicable.

2. Bid Security (EMD)

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

3. Distribution of Quantity

- (i) The Purchaser intends to limit the number of technically and commercially responsive to TWO(2) from the list of such bidder arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

Table 1(A) (Without provisions for MSE Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)		
	L1	L2	L3
One bidder	100%	Nil	Nil
Two Bidders	60%	40%	Nil

Table 1(B) (With provisions for MSE Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder. (Col. 2)			Qty earmarked for MSE bidder(s) (Col. 3)
	L1	L2	L3	
One bidder	80%	Nil	Nil	20 %
Two Bidders	48%	32%	Nil	20%

Note 1(a): Table 1(B) shall be followed if the tender has provision for reservations for MSE units.

Note 1(b): In case of tenders like for Turnkey projects etc. where it is not feasible to award the work to more than one bidder, the provisions for MSEs shall not be made.

Note 2: If no eligible MSE bidders are available then aforesaid earmarked 20% quantity shall be de-reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A) above.

Note 3: If L-1, L-2, L-3, etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 20% reserved quantity shall be distributed amongst such MSE bidders.

- (ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.

Section- 4 Part C

E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, CMTS unit, BSNL, Odisha Telecom Circle, Bhubaneswar is using the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI a Government of India Undertaking.

1. Tender Bidding Methodology:

Sealed Bid System – **Single Stages** – Using Two Envelopes',

Note: Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- ❖ Procure a Digital Signing Certificate (DSC)
- ❖ Register on Electronic Tendering System[®] (ETS)
- ❖ Create Users and assign roles on ETS
- ❖ View Notice Inviting Tender (NIT) on ETS
- ❖ Download Official Copy of Tender Documents from ETS
- ❖ Clarification to Tender Documents on ETS
- ❖ Query to BSNL (Optional)
- ❖ View response to queries posted by BSNL, as addenda.
- ❖ Bid-Submission on ETS
- ❖ Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
- ❖ View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
- ❖ Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read

- Carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS
- **Note 1:** It is advised that all the documents to be submitted (See clause 2&5 of section II) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
- **Note 2:** While uploading the documents, it should be ensured that the file name should be the name of the document itself

3. Digital Certificates

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

4. Registration

The Tender document can be downloaded from the website: www.tenderwizard.com/BSNL and to be submitted in the e-format. Cost of Tender Document (in the form of DD) and Bid Security (in the form of DD) (in original) have to be submitted to AGM(Sales),O/o the CGM,BSNL, Odisha Circle, BSNL BHAWAN, Ashok Nagar,-751009 before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

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

Helpdesk	
Telephone / Mobile Nos.	Mr Sanjib Mohapatra, 9937488749, 07377000000, [between 11:00 hrs to 17:00 hrs from 05-05-2017 to 29-05-2017]
E-mail ID	twhelpdesk404@gmail.com
BSNL Contact-1	
BSNL"s Contact Person	AGM (Sales-I),O/o CGM, BSNL, Bhubaneswar-9
Telephone/ Mobile	0674-2500436, 94372-55200 [between 10:30 hrs to 17:30 hrs from 05-05-2017 to 29-05-2017]
E-mail ID	sachipati@gmail.com
BSNL Contact-2	
BSNL"s Contact Person	SDE.(Sales-I) O/o CGM, BSNL, Bhubaneswar-9
Telephone/ Mobile	9437000030 [between 10:30 hrs to 17:30 hrs from 05-05-2017 to 29-05-2017]
E-mail ID	snigdhabsnl@yahoo.co.in

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

➤ Please refer to Section-2, Clause-1.

6. Online & Offline Submissions of Documents :

➤ Please refer to Section-2, Clause-1

7. Special Note on Security of Bids

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

➤ As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider. Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

➤ ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening

Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

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

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

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

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

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

9. E- Reverse Auction :- N/A

10. Other Instructions

➤ For further instructions, the vendor should visit the home -page of the portal (<https://www.tendewizard.com/BSNL>).

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

➤ **The following "FOUR KEY INSTRUCTIONS for BIDDERS" must be assiduously adhered to:**

➤ Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

➤ Register your organization on ETS well in advance of your first tender submission deadline on ETS

➤ Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

➤ Submit your bids well in advance of tender submission deadline on ETS

➤ (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

➤ Computer System with good configuration (Min P IV, 1 GB RAM, Windows Xp

➤ Broadband connectivity.

➤ Microsoft Internet Explorer 6.0 or above

➤ Digital Certificate(s)

12. Vendors Training Program

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

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

SECTION –5 PART-A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. **APPLICATION:**

The General conditions shall apply in contracts made by the Purchaser for procurement of **BIOMETRIC FINGER PRINT SCANNER for SIM activation.**

2. **STANDARDS:**

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications with latest amendments.

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 micro and small scale units, who are registered with the National Small Scale Industries Corporation or MSME under single point registration scheme) shall furnish performance security to the Purchaser within 14 days from the date of issue of the Advance Purchase Order. Period of validity of performance security will be **for two years from the date of submission of the PBG.**

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

4.3 The Performance Security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank in the form provided in **SECTION-XI** of Bid document.

4.4 The Performance Security Bond will be discharged by the purchaser after completion of the supplier's performance obligations, including any warranty obligations, under the contract.

4.5 **The amount of Performance Security will be 5% of cost of equipment awarded in APO.**

5. **INSPECTIONS AND TESTS:**

- The Purchaser or its representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications.
- 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 OF GOODS AND DOCUMENTS:**

6.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the materials shall be to the ultimate consignee as given in the Purchase Order.

6.2 The delivery of the goods and documents shall commence immediately on placement of purchase order on vender and be completed **within 6 to 8 weeks** thereafter. The actual delivery schedule will be given in Purchase order.

7. **TRAINING**

8. **INCIDENTAL SERVICES**

9. **SPARES**

10. WARRANTY :

- 10.1 The contractor shall warrant that goods to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, **ONE YEAR** after the stores have been taken over under clause 5 above.
- 10.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the goods under this clause, the provisions of the clause shall apply to the portion/portions of the goods so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights, which the Purchaser may have against the contractor in respect of such defects.
- 10.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 10.4 Shortage if any shall be made good by the contractor within one month from the date of information by the purchaser free of all charges.

11. Payment terms.

- a. Payment of 70% of the price shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
- i. Invoice in duplicate, clearly indicating break up details of composite price i.e. basic, E.D, Sales tax, any other duties and taxes, freight/ packing charges, services etc.
 - ii. Delivery challan.
 - iii. Consignee receipt that the materials received in good condition.
 - iv. Authenticated copy of purchase order issued.
 - v. Certificate of payment of excise duty.
- b. 25% will be paid after successful testing of the equipments. For claiming the payment the following documents are to be submitted.
- i. Test Certificate issued by the committee after testing the equipments as per clause no
- c. Remaining 5% will be paid after completion of 1 year from the date of testing. However payment of 5% of the price shall be made if the vender provides additional 5% Bank Guarantee with invoice (Validity of 24 Months).
- d. The way bill (Road permit) can be obtained from Asst.General Manager(MM), O/o CGMT, Orissa Door Sanchar Bhawan , Bhubaneswar on request along with Original Invoice copy & IC copy. 2% of P.O value will be recovered towards Entry Tax during settlement of Bill.
- e. Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However, benefit of any decrease in these taxes/duties, shall be passed on to the Purchaser by the supplier.
- f. The composite price includes the price of the goods shall be with all taxes/levies (ED sales tax, trade tax, Entry Tax etc) insurance, packing & forwarding and freight excluding Service Tax if any.
- g. No payment will be made for goods rejected at site on testing.
- h. Form 'C' and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by AGM.(MM),O/o CGMT, Odisha on the request of the bidder as and when asked for.

- i. No interest on any delayed payment arising out of this contract shall be payable in any case whatsoever.
- j. TDS will be deducted from the bill at the prevailing rate.
- k. All payments will be made by through RTGS / A/c payee cheque .

11.1 TRANSIT INSURANCE :

The Purchaser shall not pay separately for the Transit Insurance. The supplier shall be responsible for all kinds of losses i.e. loss due to theft, damage, shortage till the receipt of entire quantity of stores in good condition by the consignee.

12. PRICES:

- a. Prices charged by the Supplier for Goods delivered and services performed under the contract shall not be higher from the prices quoted by the Supplier in his Bid.
- b. Prices will be fixed at the time of issue of purchaser order as per taxes and statutory duties applicable at that time.
- c. In the 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.
- d. In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revised 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.
- e. Any increase in taxes and other 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 a supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) the method of transportation or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the supplier.

13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

13.3 DATE OF DELIVERY : As per P.O.

14. SUBCONTRACTS:

Sub contract is not allowed in any case.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE:

15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

- (a) forfeiture of its performance security,
- (b) imposition of liquidated damages, and/ or
- (c) Short closure of the contract in part or full and/ or termination of the contract for default.

- 15.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the supplier shall:
- (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below :
 - (b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per cl.12 and 24 of section-5 A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.
 - (c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.
 - (d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
 - (e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part A & Part B. .

15.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

16. LIQUIDATED DAMAGES

16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.

16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:

- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

- (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- (d) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

16.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.

16.4 Wherever Clause of grace period of 21 days exists in the Purchase Order as well as in the Tender document against which the Purchase Order has been released, applicability of the grace period shall be subject to:

- (a) The Store has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.
- (b) 'QA' has cleared the equipment for dispatch within the contracted original delivery period.
- (c) The Supplier has carried out dispatch/ dispatched the equipment within contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.
- (d) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.
- (e) The grace period of 21 days shall be allowed only in those cases which fulfill all the conditions given in Para (a) to (d) above. During grace period no LD charges shall be levied.

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

17. FORCE MAJEURE:

17.1 If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason 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 such claim for damages against the 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 event may 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, provided 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 his 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 contractor 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 in possession of the contractor at the time of such termination of such portion thereof as the Purchaser may deem fit excepting such materials bought out components and stores as the contractor may with the concurrence of the Purchaser elect to retain.

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

- 18.1 In case of default by Bidder(s)/ Supplier(s) such as
- (a) Failure to deliver and/ or commission any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15 of this section;
 - (b) Failure to perform any other obligation(s) under the Contract; and
 - (c) Equipment does not perform satisfactorily in the field in accordance with the specifications;

19. **Clause deleted.**

20. **ARBITRATION:**

- a. In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, BSNL, Orissa Telecom, Bhubaneswar or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the Officer for the time being entrusted whether in addition to the functions of the Chief General Manager, BSNL, Orissa Telecom, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, BSNL, Orissa Telecom, Bhubaneswar or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Chief General Manager, BSNL, Orissa Telecom, Bhubaneswar 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 Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager, Orissa Telecom, Bhubaneswar or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- b. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- c. The venue of the arbitration proceeding shall be the Office of the General Manager (CMTS), BSNL, Orissa Telecom, Bhubaneswar or such other places as the arbitrator may decide.

21. **SET OFF:**

Any sum of money due and payable to the contractor (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 BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the Purchaser or such other person or persons contracting through BSNL.

It is an agreed term of the contract that the sum of money so withheld under this clause by the purchaser or BSNL will be kept withheld as such by the purchaser or BSNL till his claim arising out of the same contract or any other contract is either mutually settled or determined by the competent court and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld under this clause and duly notified as such to the contractor.

22. INTIMATION OF SUPPLY STATUS

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

23. DETAILS OF THE PRODUCT

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

24. FALL CLAUSE :

24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12 of SECTION-5 Part-A. Further, if at any time during the contract

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

and/or

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

24.2 The purchaser, for the purpose of delivery period extension, if any will determine and intimate the new price taking in to account various related aspects such as quantity, geographical location etc and the date of it's 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 it's effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor. Besides considering the forfeiture of his performance security.

24.3 The vendor while applying for extension of time for delivery of equipment/service, 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 undertaking as in Clause 23.2(a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc to the purchaser, while applying extension of delivery period.

25. COURT JURISDICTION

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

25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under. "This Contract/ PO is subject to jurisdiction of Court at Bhubaneswar only".

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

26. General Guidelines:-

- The rate quoted by the bidder should be firm, final and valid for one year from date of signing the agreement. CGM will have discretion to extend the validity of rate contract for additional Six months on the same terms and conditions.
- **Similarly the tender is valid for a period of one year from the date of signing the agreement. However if due to any reason if the work could not be completed in one year then the tendering authority CGM, BSNL, Odisha Circle reserves the right to extend one year.**

SECTION-5 PART- B

SPECIAL CONDITION OF CONTRACT

- 1 The special conditions of contract shall supplement the '**Instructions to Bidders**' as contained in Section-4 & '**General Conditions of the Contract**' as contained in Section-5 part-A and wherever there is a conflict, the provisions herein shall prevail over those in Section-4 and Section-5.
- 2 Date fixed for opening of bids is, if subsequently, declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 3
 - 3.1 The Bank Guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3 of Section-4 of the bid documents shall be submitted along with the Technical bids cover. The bank guarantee so submitted shall be on prescribed non-judicial stamp paper of value prescribed by the bank and should contain full address of the issuing branch of the bank with its Telephone number and Fax number. The photo copy of Bank Guarantee be attached to every copy of the bid.
 - 3.2 The small scale industries registered with National Small Scale Industries Corporation(NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC. These concessions only be allowed to the extent of their monetary limit and they are liable to submit Bid Security for the excess amount.
 - 3.3 In case where the document of bid security and type approval etc are not submitted in the manner prescribed under clause 3.1 & 3.2, above, cover containing the financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
4. The delivery of the goods shall commence immediately after placement of purchase order and shall be completed **within 6-8 weeks** from the date of issue of P.O. The exact delivery period shall be intimated to the vendor at the time of placement of purchase order.
5. **Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.**
6. Irrespective of any other entry appearing anywhere in the Bid documents, the validity of offer shall be read as **150** days from date of bid opening (inclusive of date of opening).
7. Any clarification issued by CGM, Bharat Sanchar Nigam Limited, Orissa, Bhubaneswar in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents
8. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
9. Purchaser reserves the right to **black list** a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

PRICE SCHEDULEFinancial Bid for e-KYC Finger Print Scanner Tender in different denominations.

Tender No. OR/CMTS/Comm/Tender/Finger Print Scanner/16-17

dated. Date : 05-05-2017

" We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the CENVAT SCHEME as applicable from time to time.

Item Description	Quantity	Basic Unit Price exclusive of all Taxes & Charges	Excise Duty		Sales Tax		Freight forwarding packing and insurance		charges inclusive of Entry Tax (2%) if any	Unit price inclusive of all Levies and charges (3+5+7+9+10)	Total price inclusive of all Levies & charges (2x11)	Discount offered if any	Total discount price (12-13)	content as a % of basic unit price (Ex-factory price indicated in tender)	% of custom duty
			%	Amt	%	Amt	%	Amt							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
E-KYC BIOMETRIC FINGER PRINT SCANNER	500														

Note. i. All above columns should be filled in and if any column is left blank it will be taken as nil.

ii. The bidders submitting their offer with concessional sales tax shall submit the proof of applicable concessional sales tax.

Date :

Signature of tenderer in capacity of
Name of the firm with full address

BID FORM

Tender No.OR/CMTS/Comm/Tender/Finger Print Scanner/16-17

Dtd. 05-05-2017

To

**The CGM.
BSNL,Odisha Circle.
BSNL Bhawan,
Ashok Nagar.
Unit-II, Bhubaneswar-09**

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 delivery 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. We undertake, if our Bid is accepted, to commence deliveries immediately and to complete delivery of all the items specified in the contract **within 6-8 weeks** calculated from the date of issue of your Purchase Order.
3. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of **(150)** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. 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.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive and reject any or all tender without assigning any reason thereof.

Dated this day of 2017

Signature of bidder in capacity of
Duly authorised to sign the bid for and on behalf of

Witness
Address
Signature

BID SECURITY FORM

Whereas(hereinafter called "the Bidder") has submitted its bid dated for the supply of Tender No. KNOW ALL MEN by these Presents that WE OF having out registered office at (here in after called "the Bank") are bound unto (here in after called the "the Purchase") in the sum of for which payment will and truly to be made of the said Purchase, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the Period of Bid validity.
 - a). fails, or refuses to execute the Contract, if required, or
 - b). fails or refuses to furnish performance security, in accordance with the Instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it is owing to the occurrence of one or all of three conditions, specifying the occurred condition or conditions.

The guarantee will remain in force up to and including Thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank

Name.....

Signed in capacity of
Name of Witness
Signature of Witness
Address of Witness
Full Address of Branch
STD Code & Telephone No. of Branch
FAX No. of Branch

BID BOND FORM

Principal.....

Security.....

Penal sum of Bond(express in words and figures) date of bid ...KNOWN ALL MEN BY THESE PRESENTS that PRINCIPAL AND SURITY above named, they are held on and firmly bound up to the Bharat Sanchar Nigam Limited, hereinafter called the BSNL in the panel of the amount stated above, for the payment of which sum will and truly to be made, we unconditionally bind ourselves, our heirs, executors administrators and successor, jointly and severally firmed by these presents CONDITION OF THE OBLIGATIONS IN SUCH that whereas the Principal has submitted the accompanying bid , date as shown for..... Now THEREFORE IF THE PRINCIPAL STAFF SHALL NOT WITHDRAW THE SAID BID WITHIN THE PERIOD SPECIFIED THEREIN AFTER THE OPENING OF THE SAME OR IF NO PERIOD BE SPECIFIED THEREIN WITHIN NINETY (90) days after said opening and shall within the period as specified therefore, if no period be specified after the prescribed form are presented to him for signature, execute such further contractual document, if any as may be required by the terms of bid as accepted and furnish security deposit as may be required contract, and for the protection of all reasons supplying labour and material and in the prosecution of work provided for in such contract, or in the event of the withdrawal of said bid within the period specified and extended subsequently of the failure to enter in to such contract specified, if the principal shall pay the BSNL may procure the required work, supplied and services, if the later amount be in excess of the former, then the above obligation shall be void and of no effect otherwise shall remain in full force and virtue.

IN WITNESS THEREOF , the above bounded parties have executed this instrument under their several seals on the date indicated above the name and corporate seals of such corporate part being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of	WITNESS	INDIVIDUAL/PRINCIPAL
1.....	as to	(SEAL)
2.....	as to	(SEAL)
3.....	as to	(SEAL)
4.....	as to	(SEAL)
5.....	as to	(SEAL)

WITNESS	INDIVIDUAL SUPPLY
1.....	as to.....(SEAL)
2.....	as to.....(SEAL)

ANNEXURE-V

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the President of India (hereinafter called "the BSNL") having agreed to exempt (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Purchaser Order) No. Dated made between and for for the supply of (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for we, (Name of the Bank) (here in after referred to as "the Bank") at the request of (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that he amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (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, out liability under this guarantee shall be restricted to all amount not exceeding

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers 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 contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till CGM,BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(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 **TWO YEARS** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of the Bank) further agree with the BSNL that a the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against and said contractor(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 Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(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. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the date

For (indicate the name of the Bank)

INDEMNITY BOND PROFORMA

Know all men by these presents that we.....son(s) of
.....resident of
.....carrying on business under the name and style of M/s
.....as proprietors/Partners/Directors thereof hereinafter
collectively called "the obligor" (which expression shall unless excluded by repugnant to the subject or
context be deemed to include our respective heirs, executors, administrators and representatives) are
jointly and severally held and firmly bound up to Bharat Sanchar Nigam Limited (which expression shall
unless excluded by or repugnant to the subject or context "the oblige" in the sum of Rupees
.....(Rupees.....) only of the lawful money of the Union of India to be paid to the
oblige for payment thereof we bind ourselves firmly by these presents Signed and sealed
this.....day of2017

Whereas an Order No.....dated.....was placed on M/s.....a registered firm
carrying on business at No.....by the Chief General Manger, Orissa Telecom Circle Bhubaneswar for
and on behalf of Bharat Sanchar Nigam Limited, the oblige for purchase of various kinds of stores fully
mentioned in the said purchase/order/and or contract on terms and conditions therein specified.

And whereas the obligors have been insisting on payment of 70% amount of their bill on proof of dispatch
of tested and receipt of stores. 25% will be paid after successful testing of the equipments. Remaining
5% will be paid after completion of 1 year from the date of testing

And whereas on the request of the obligors the oblige has agreed to pay 70% amount of the obligor on
proof of dispatch of tested and receipt of stores upon the obligors executing the above written bond
subject to the conditions hereinafter contained.

Now the condition of the above written Bond or obligation is such that the obligors or any of them or their
respective heirs, executors, administrators and representatives shall pay to the said oblige the sum of
Rs..... (Rupees.....) only on demand and without demur and further from time to time and at
all times hereafter save and keep harmless and indemnified the said oblige from and against all losses,
damages, cost charge and expenses whatsoever which the said oblige, shall or may incur or be put to by
reason of supply of defective stores and materials and /or for non-delivery or short delivery thereof due to
loss in transit or for any reason whatever then and in such case the above written bond or obligation shall
be void and of no effect otherwise the same shall remain in full force and virtue.

Signed, sealed and delivered by the above mentioned obligor sellers atin the presence of :

WITNESS :

1..... Signature.....
.....

Designation/Status

2..... Address with office seal
.....

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To

The CGM,BSNL
Orissa Telecom Circle
Bhubaneswar.

Subject : Authorisation for attending Bid opening on _____ (date) in the
tender of _____

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

<u>Name</u>	<u>Specimen Signature</u>

Alternate Representative

**Signature of Bidder
Or
Officer authorised to sign the Bid
Document on behalf of the Bidder.**

- Note :**
1. Maximum of one representative will be permitted to attend the Bid Opening.
 2. Permission for entry to the Hall where bids are opened, may be refused in case authorisation as prescribed above is not recovered.

UNDERTAKING & DECLARATION

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

a) Certified that:

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

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

b) The tenderer hereby covenants and declares that:

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

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

Date:

Signature of Tenderer

Place:

Name of Tenderer

.....

Along with date & Seal

Bidder's profile & Questionnaire.

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

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

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

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

FAX No.

3.Address of place of Works/ Manufacture

.....

Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm /

(Tick the correct choice): Private limited company.

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

S. No. Name Father's Name Designation

1.

2.

3.

4.

5.

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

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

7. Permanent Account No. :

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

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

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

(c) IFSC code of beneficiary Branch.....

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

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

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

.....
.....

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period. Name of the tendered Item Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date Name of Contractor

ANNEXURE-X

16.(A) Model Amendment Letter Intimating Conditions for Extension of Delivery Period

(Refer to Clause 15.3 of Section-III)

Address of the purchaser

To

M/s

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

Ref : Your letter no..... dated

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause 16 of Section-III of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-III.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 23 of Section-III and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E.No.) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs. _____ in accordance with clause 15.3, Section- III of the contract with validity up to _____.
5. An undertaking as required vide clause 23, Section-III. Otherwise furnish the details as requisite in clause 23 section-III " Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of.....

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

16.(B)- Model Amendment Letter for Extension of Delivery Period

Refer to clause 15.3 of Section-III

Address of the purchaser

To

M/s

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

Ref : 1. Your letter no..... dated
requesting DP extension

2. This office letter no. dated intimating conditions for DP extension

3. Your letter no..... dated accepting the conditions

for DP extension In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2). In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from _____ (last delivery period) to _____ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

(a) Liquidated damages shall be levied in accordance with agreed clause 16 of Section-III of terms and conditions of the tender/ PO.

(b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last

date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section- III (c) The prices during this extended delivery period shall be governed as per clauses 12 and 23 of Section-III and shall be finalized in accordance with current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.) from the date of its opening, on whichever is lower basis. The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of.....

Copy to :

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

(All concerned)

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



Bharat Sanchar Nigam Ltd.

(A Govt of India Enterprise)

O/o CGM.BSNL, ODisHa Telecom Circle

BSNL BHAWAN,ASHOK NAGAR, UNIT-II, Bhubaneswar-9

Undertaking for exemption from payment of EMD.

Certified that the firm is entitled to get the advantage of exemption from payment of EMD of an amount of Rs._____ against tender no._____ dated._____, The total advantages availed so far from other departments inclusive of this one has not exceeded the monetary limit fixed by “ NSIC” during the current financial year.

Format for Acceptance of Advance Purchase Order

From : M/s

To

Chief General Manger
BSNL, Odisha Telecom Circle
BSNL Bhawan, Ashok Nagar.
Bhubaneswar.

Sub : Supply of

Ref : Your Advanced Purchase Order No.....dtd.....

Sir,

We acknowledge the receipt of your above Advance Purchase Order On.....we accept the Advance Purchase Order and terms and conditions mentioned therein unconditionally.

Yours faithfully,

Signature

Name in Block letters :

In the capacity of : Director/Manger/Partner/Proprietor of firm

ANNEXURE-XIII

NON-DISCLOSURE AGREEMENT

This indenture is made on this the day of2017. Between hereafter referred to as "Selected Bidder" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include this heirs, executors administrators, representatives and assign) of the FIRST PART and THE BHARAT SANCHAR NIGAM LIMITED, represented by the Chief General Manager, Odisha Telecom Circle, Bharat Sanchar Nigam Limited, Bhubaneswar, herein after referred as BSNL (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to include his successor-in-chair, authorized representative and/or assigns of the SECOND PART. AND WHEREBY as per **Clause-28 of Section-II** laid down in Tender Document being **Tender No. OR/CMTS/COMM/Tender/Finger Print Scanner/16-17 dated.05-05-2017** Tender for held and bind himself/themselves unto the BSNL and sign this indenture as **"NON DISCLOSUE AGREEMENT"**.

NOW IT IS HEREBY AGREED by and between the parties as follows :

1. For the execution of work as per work orders placed by the Bharat Sanchar Nigam limited being the SECOND PART shall furnish the information/instructions and/or other relevant data in writing to the selected bidder being the FIRST PART and that written instructions/information and/or relevant data should be treated as "Confidential Information".
2. The selected bidder being the FIRST PART having received the said confidential information from the SECOND PART, the FIRST PART shall be bound to execute the said works according to the specifications and within the stipulated time limit as laid down in the Tender Document.
3. The data handling shall be given special attention and the FIRST PART shall be bound and responsible by ensuring that the traveling and / or handling of data shall be made in secure and guarantee way from BSNL being the SECOND PART to the selected bidder and/or Tender being the vender shall be held responsible if there is any leakage, Damage of the confidential data in transit.
4. That all the process of card printing, personalization packing of all cards shall be done in secure access controlled placed by the FIRST PART, and shall have logging of movement at all times and the place and/or premises shall have security cameras to ensure proper security. The access of these areas shall be limited only to authorized personnel.
5. That the all process of card printing, personalization, packing etc. shall be done by the FIRST PART in India and in a single Unit, and shall be subject to the satisfaction of an inspection shall be carried out by a team for ascertain the security measures, undertaken capacity and other facilities.
6. The personalization process involves printing of one serial number (14-digits) and one randomly chosen secret code (18-digits), the expiry date, the denomination and other details including the logo and design as customized by the BSNL. Each card shall be printed in a single piece and FIRST PART shall be held responsible and shall be prosecuted if there is any duplicate and/or second printing of any cards.
7. The packing and handling of all cards shall be done by the FIRST PART in a secure access controlled area as like as currency and the FIRST PART shall be held sole responsible if there is any loss or damage of the said cards and/or ant data thereto.
8. That after completion of printing, personalization works, the FIRST PART shall return the confidential Information's, Instruction and data's to the SECOND PART and shall return the same in the office of the SECOND PART with proper security and having receipt and checked the same the SECOND PART shall issue a certificate in that respect to the FIRST PART.
9. The SECOND PART shall have a right to change and/or after any part of Confidential Information and/or data prior to execution of the printing and personalization work. The said changes, if any, shall be handed over in writing to the FIRST PART and he/they shall act upon that instructions.
10. The Secrecy and preservation of the said exchanges confidential data shall be made by the FIRST PART same as original confidential data.
11. That the SECOND PART shall have a right to inspect the work-site/areas/unit by a authorized team and each member of the team shall have proper authorization with Identity Cards and FIRST PART shall be bound to allow that inspection team after proper checking of authorization and Identity Cards and shall co-operate with the said Inspection team for inspection. The FIRST

- PART shall be held responsible and liable in case if it is found that any person and/or others entered in the place of work or areas other than authorized persons.
12. That as required by law and/or written consent of the SECOND PART, the FIRST PART shall treat the confidential information, data, instructions as confidential and shall not in any way disclose, reveal or furnish the confidential information, data, instructions to any person or entity other than the authorized persons or representatives of the SECOND PART who are directly participating in the evaluation of confidential information, data and instructions and have need to know such information.
 13. The FIRST PART shall not use the confidential information, data and instructions for any purpose other than in connection with its possible and required provision of product and services according to the work order.
 14. The FIRST PART shall take all possible and reasonable precautions to protect and preserve confidential information, data and instructions without limitation as all precautions employs in respect to its own confidential information and materials and shall not without the prior written consent or directions of the SECOND PART, directly or indirectly, in any manner, request, influence or inducement by any employee of BSNL other than authorized persons, who leave his or her employment from the BSNL.
 15. That the FIRST PART shall immediately deliver and/or return to the SECOND PART any and all confidential information, data and instruction after completion of work specified in the work order. The FIRST PART shall immediately destroy all copies, summaries, analyses, extract thereof or a part thereof or any other information, data and instruction, any form, that incorporate or reflects in any manner any portion of the confidential information, in each case which is in possession and/or custody of the FIRST PART. The SECOND PART or its authorized representative shall issue a certificate to the FIRST PART regarding completion of destroy the confidential information, data and instructions.
 16. The FIRST PART shall not without the prior written consent of the SECOND PART, disclose, make any statement or any public announcement or any release to trade publications or to any press or to make any statement to any competitor, customer or any other third party in respect to the discussion or transactions with the SECOND PART including Confidential information, and data instructions have been available to the FIRST PART.
 17. The FIRST PART shall undertake and confirm that any information, data and instructions disclosed, revealed or furnished by the SECOND PART or any discussion held between the FIRST PART AND SECOND PART or between their representatives, prior to the execution of this indenture, shall be subject to and covered by this indenture.
 18. The FIRST PART shall be bound by this indenture and undertake that if there is any leakage and/or disclosure and/or missing of and/or damage of confidential information, data and instructions the FIRST PART shall be solely responsible and liable for any financial loss suffered by BSNL, being the SECOND PART. The amount shall be equal to the actual value of the financial loss incurred by the BSNL including legal expenses to cover-up the financial loss.
 19. The without prejudice to the rights and remedies otherwise available the BSNL being the SECOND PART shall be entitled to equitable relief by way injunction, if there is a breach of or a threat and/or a inducement or a break of any of the previous and terms and conditions of this indenture by the FIRST PART WHO agrees and acknowledges that damages would not an adequate remedy in the event of break of this indenture.
 20. The FIRST PART shall be sole responsible and held liable from any damage, loss cost of liability, including legal expenses and cost of enforcing the terms and conditions of this indenture arising out of or resulting from any breach of this indenture by the FIRST PART or by any his representative or representatives.
 21. The FIRST PART shall be responsible and held liable if there is any leakage disclosure, missing and damage of confidential information, data and instructions or any part thereof when the same be in his /their custody and the SECOND PART is entitled to take all action, suit or proceeding according to the prevailing laws in India including the provision of criminal laws for prosecution of the FIRST PART for the said disclosure, leakage, damage and loss of any confidential information data and instructions.
 22. That the present indenture shall be effective for a period of 12 months and extendable to another six months in case the contract period is extended for another six months in accordance with Clause 24 (b) of SECTION-II from the date of its execution and shall be governed by and constructed in accordance with the prevailing laws of India without giving effects of the conflicts of principles of law thereof.
 23. The FIRST PART shall be bound by this indenture to carry out and follow the instructions/directions of the SECOND PART in writing regarding any special measures to

protect and preservation of the confidential information, data and instructions during the existence of this indenture.

24. This indenture shall remain valid for a period of 12 months and extendable to another six months in case the contract period is extended for another six months in accordance with Clause 24 (b) of SECTION-II from the date of its execution but it may be ineffective and/or invalid prior to the time limit upon completion of the works and upon written consent of both the parties.
25. The invalidity or un-enforceability of any provisions and/or terms and conditions of this indenture shall not effect the validity or enforceability of other provisions and/or term and conditions of this indenture, which shall remains in full force and effective.
26. That in case of cancellation or restoration of the work order for any other reasons by the SECOND PART according to the terms and conditions of the tender, in that case this indenture shall be effective till the confidential information, data and instructions shall be handed over and/or return by FIRST PART to the SECOND PART and only SECOND PART shall have a right to revoke and/or cancel the same having satisfied regarding the safety of confidential information, data and instructions.
27. The FIRST PART and the SECOND PART are agreed to the provisions, terms and conditions of this indenture set out above and to abide by all the terms and conditions in **Tender No: OR/CMTS/Comm/Tender/Finger Print Scanner/16-17 Dated 05-05-2017** also agreed that any future medications or waiver for variation of any conditions shall be made in writing and should be signed by both the parties and shall also executed in Indenture Form.
28. That it is agreed and confirmed that any litigation, disputes and/or difference in connection with this indenture and enforcement of any provisions terms and conditions and right of these presents shall be within the jurisdiction of competent Civil Court and Criminal Courts under Bhubaneswar Jurisdiction and also shall be within the jurisdiction of High Court, Cuttack.

IN WITNESS WHEREOF :

I AGREE AND CONFIRM

1.

Signature of the FIRST PART or

his representative/authorized

signatory with seal.

I agree and confirm

2

Signature of the SECOND PART

or representative/authorized

signatory with seal.

ANNEXURE-XIV

UNDERTAKING NEAR RELATIVES:

(To be submitted by the bidder along with the Bid)

I _____ S/O _____ re
sident of _____
_____.

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

Date _____

Signature of the bidder

With seal

Note :

The Bidder should submit an Undertaking to the effect that none of the relatives is working in the BSNL form all the Directors/All the partners/Proprietors as per the above format.

ANNEXURE-XV

AGREEMENT

This Agreement is made on this the day of2017. Between hereafter referred to as "Selected Bidder" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include this heirs, executors administrators, representatives and assign) of the FIRST PART and THE BHARAT SANCHAR NIGAM LIMITED, represented by the Chief General Manager, Odisha Telecom Circle, Bharat Sanchar Nigam Limited, Bhubaneswar, herein after referred as BSNL (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to include his successor-in-chair, authorized representative and/or assigns of the SECOND PART. AND WHEREBY as per **Clause-28 of Section-II** laid down in Tender Document being **Tender No. OR/CMTS/COMM/Tender/Finger Print Scanner/16-17 dated.05-05-2017** Tender for held and bind himself/themselves unto the BSNL and sign this "**AGREEMENT**".

Now it is hereby agreed by and between the parties hereto as follows:

- i. The agreement shall come into effect on the date mentioned in the heading of the Agreement.
- ii. The contract shall normally be valid for one year from the date of signature of the agreement with an option of extension for a further period of six months in the same rate, terms and conditions. In that case the validity of B.G is to be extended accordingly by the vendor (bidder).
- iii. The purchaser will have the right to increase or decrease the quantity by up to 25% of the total quantity of goods and services specified in the Schedule of requirement without any change in unit price of the ordered quantity or other, terms and conditions at the time of award of contract within the contract period/extended period. In that case the vendor (bidder) has to submit additional Bank Guarantee for the additional quantities if any.
- iv. Purchaser reserves the right to **black list a bidder** for a suitable period in case he fails to honour his bid without sufficient grounds.
- v. That it is agreed and confirmed that any litigation, disputes and/or difference in connection with this indenture and enforcement of any provisions terms and conditions and right of these presents shall be within the jurisdiction of competent Legal Courts at Bhubaneswar.
- vi. All the documents submitted by the bidder are subject to verification with original one. In case of any fake document found during the tender period the purchaser reserves the right to declare the vendor **as black listed**.
- vii. In addition to above issue, the first part and second part are agreed to abide by all the provisions, terms and conditions in the **Tender No.OR/CMTS/Tender/Finger Print Scanner/16-17 dtd.05-05-2017**

IN WITNESS WHEREOF :

1.

I AGREE AND CONFIRM

Signature of the FIRST PART or
His representative/authorized
Signatory with seal.
I agree and confirm

2

Signature of the SECOND PART or
His Representative/authorized
Signatory with seal.

CHECK LIST

The following items must be submitted by the bidder along with technical bid :

- A. Bid Security as mentioned in Tender Document.
- B. Cost of tender form as mentioned in NIT.
- C. The bidder must enclose the copies of the following documents to establish his/ her eligibility.

SLNO	Description of documents	Document enclosed (Yes/No)
i	One copy of the complete set of tender documents duly filled in and signed on each page by the authorized signatory.	
ii	Tender Cost of Rs.525/- (In form of DD/BC) in case the form is downloaded from the website.	
iii	EMD as per NIT Section-I, Part-A. The scanned copy of the documents submitted towards EMD should be uploaded in E-tendering portal of M/s ITI.	
iv	Bidder having valid NSIC registration / MSME registration for Micro & Small firms with approval of monetary limit will be exempted from these costs as per rule. The proof of the same must be produced in the technical bid. (The Original is to be produced before TOC during opening of the tender). In case the ownership of such MSE (Micro & Small Enterprises) Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.	
v	Certificate of incorporation/registration of the firm.	
vi	Article of memorandum of Association or partnership deed or proprietorship deed as the case may be.	
vii	Insolvency Certificate from its banker as evidence of financial capability at least 5 Lakh	
viii	Self attested copy of registration of Firms/companies/manufactures/authorized to manufacture the tendered item.	
ix	Self attested photo copy of valid authorized dealership/supplier certificate in case of dealer/supplier if any.	
x	Experience certificate as per the eligibility criteria mentioned in the bid.	
xi	'Power of Attorney' in favour of the signatory signing the tender documents (It is not required in case of proprietor signed himself). Article & Memorandum of association with certificate of Registration in case of limited company or Authenticated copy of Partnership Deed, in case of partnership firm.	
xii	Undertaking for non-working of any relative in BSNL from all directors/ all the proprietors/partners in the prescribed format available in Annexure-XIV	
xiii	Copy of PAN card & Income Tax return for FY 2014-15 i.e. assessment year 2015-16	
xiv	Copy of Sales Tax registration no / VAT registration no. & VAT clearance certificate up to 31 st March, 2017.	
xv	Bidder's Profile & Questionnaire duly filled & signed.	
<p>Note: • If any one of the above 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 may at its discretion call for any clarification regarding the document. In such case(s), the bidder shall have to comply the purchaser's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard</p>		

Note : If any bidder fails to submit the items as mentioned above (A. B. & C.) along with technical bid, his/her bid may be liable for rejection.