भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Tender For Appointment of Consultants for Finalisation of Accounts for the Financial Year 2020-21.

Disclaimer

The information contained in this Request for Proposal document (the "Tender") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the BSNL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and financial offers (BIDs) pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way for participation in this Stage (from NIT Publication till issue of Letter of Acceptance).

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

The issue of this Tender does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the Bidding Process.

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
MMT Section, 2nd floor, Bharat Sanchar Bhawan,
Janpath, New Delhi - 110 001

Tender No: MM/CA/Consultant/T-692/2020 Dated:30-09-2020

F. No. BSNLCO-MMT/14(11)/26/2020-MMT Dated: 30/09/2020

Subject: OPEN TENDER for Appointment of Consultants for Finalisation of Accounts for the Financial Year 2020-21.

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

SectionNo.	Item	Page No.
1 PartA	Detailed NIT	4-7
2	Tender Information	8-10
3	Eligibility Criteria	11-14
3PartA	Scope of work	15
4PartA	General Instructions to Bidders(GIB)	16-26
4PartB	Special Instructions to Bidders(SIB)	27-29
4PartC	E-tendering Instructions to Bidders	30-32
5PartA	General(Commercial)Conditions of Contract(GCC)	33-41
5PartB	Special(Commercial)Conditions of Contract(SCC)	42-46
6	Undertaking &declaration	47-48
7	Proforma(s)	49-55
8	Bidder's profile &Questionnaire.	56-57
9	Bid Form &PriceSchedule	58-61
10	Formats for Undertakings/Certificates	62-65
11	Appendix-1 to Section 4 Part A	66-71

If interested, kindly submit your bid offers online on or before date & time (**07-10-2020 upto 11:30Hrs**) specified in detailed NIT.

(--S/d-----)
(S. K. Sharma)
AGM(MMT)

Regd.Off.:BSNL,BharatSancharBhawan,JanpathNewDelhi-110001.

Corporate Identity Number (CIN) : U74899DL2000GOI107739Web:www.bsnl.co.in

SECTION-1

Tender No: MM/CA/Consultant/T-692/2020 issued on 30-09-2020

F. No. BSNLCO-MMT/14(11)/26/2020-MMT Dated: 30/09/2020

DETAILED NOTICE INVITING TENDER

Online Digitally Sealed Tenders are invited for and on behalf of CMD , BSNL in Single Stage Bidding and Opening using single Electronic Envelops (Techno-commercial bid) for as per following details:

Description

A. Advisory Assistance in preparation of Consolidated and Standalone Annual and Half Yearly Financial statements of BSNL for the Financial Year ending 31st March, 2021 with necessary disclosures/Notes to Accounts in accordance with the Companies Act, 2013 , Ind AS and other applicable laws/regulations.
B. Advisory Assistance in consolidation of Circle wise Annual and Half Yearly financial statements along with accompanying Notes and disclosures/data/ Annexure/ERP-SAP Reports etc. received for above purpose.
C. Compilation of data and Preparation of Annual and Half Yearly financials/disclosure as required under SEBI guidelines /other relevant rules/regulations applicable to Companies having / issuing Debt Securities.
D. Extending technical capacity building support/training over Video Conferencing for BSNL officers.

Key Dates:-

Sl. No.	Description	Date &Time
1	Start date for availability of Tender Document on BSNL Website	**30.09.2020**
2	Start date for availability of Tender Document on e-tender portal	**30.09.2020**
3	Date, Time & Place of Pre-bid Meeting	-----
4	**LAST DATE FOR RECEIVING PRE-BID QUERIES**	03.10.2020
5	Last date of Online Submission of Bids	**07.10.2020 upto 11:30Hrs**
6	Date & Time for Opening of Technical Bid	**08.10.2020 at 12:00Hrs**

1. Tender Document:

1.1 Bidder is required to register compulsorily (if not registered earlier) and complete all the required formalities on the E-tender portal for e-bidding activities.

1.2 The bidder shall furnish the EMD of **INR** 40,000/-**(Rs. Forty thousand Only)**in one of the following ways:-

1.2.1 A Demand draft/Banker's chequedrawnin favourof AO (cash), BSNL CO, New Delhi and Payable at New Delhi.

1.2.2 Bank Guarantee from a Scheduled bank (except co-operative bank) drawn in favourof DGM (MMT), Bharat Sanchar Nigam Limited, Corporate Office, New Delhi which should be valid for 210 days from the tender opening date.

1.3 The MSE units (if applicable) shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

1.4 The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender. EMD of the successful bidders shall be returned without any interest, on receipt ofPerformane Bank Guarantee (PBG) of 10 % ofcontractvalue(PO cost).Initially the PBG is obtained with validity period more than 06 months of the contractual period which shall be extendable from time to time as per the requirement of BSNL.Incase BSNL extends the work to selected bidder for another 01 year at same rates and terms, the BG shall be extended for the period of one more year or till the satisfactory job completion, whichever isearlier. The PBG shall be valid till 31st December 2021 intially. PBG for further period will be required on same conditions (ie valid upto 31.12.2022) in the event of extension of the tender for another financial year.

1.5 The BG shall be released after satisfactory job completion or expiryof empanelment, whichever islater.

A. Purchase of Tender Document As this Tender Document shall be following the e-Tendering Process, the Bidders may download the free viewing copy of tender document from the BSNL Web site http://bsnl.co.in. from 30.09.2020 (18:00 Hrs. onwards). For online bidding process through E-tendering process, the tender document will be uploaded on CPP Portal by 30.09.2020 (18:30 Hrs. onwards) .
Tender Fee of INR 590/- (Rs. Five hundred + 18% GST), which shall be non-refundable in the form of crossed demand draft, drawn on any scheduled bank in favour of 'Accounts Officer (Cash), BSNL Corporate Office, New Delhi, along with request letter for purchase of tender document.
Bidder is required to register compulsorily (if not registered earlier) and complete all the required formalities on the E-tender portal for e-bidding activities (https://etenders.gov.in/eprocure/app) .

ELIGIBILITY CRITERIA

Requirement	Eligibility Criteria	Documentation
Bidder should be registered under LLP Act, Companies Act or Partnership Act and have been practicing continuously in India for the last 5 years as on date of Technical Bid	Registration	Registration certificate issued by concerned Authority to be submitted.
The Bidder firm must have positive net worth and average annual turnover not less than Rs.100/- crores (Rs. Hundred Crores only) based on turnover of last three financial years.	Turnover	Last three years i.e. F.Y. 2017-18, F.Y. 2018-19 and F.Y. 2019-20 audited Financial Statements.

The Bidder should have prior experience of three engagements in the field of advisory services for preparation of Quarterly / Half Yearly / Annual Financial Statements in India in accordance with INDAS **OR** projects involving INDAS / IFRS implementation / convergence in India **OR** a combination thereof during the last three financial years (17-18, 18-19 & 19-20). Out of the three, one engagement should be with an Indian company, having average annual turnover exceeding Rs 10,000 crores during the last three financials years and one should be with a listed CPSE . The Bidder must have experience of working with Companies, who have ERP platforms. **Note1:-Engagements with a company in any financial year will be counted as one engagement.** **Note 2:-Quarterly experience will be counted only when it is for listed companies and as per SEBI guidelines.**	Work Experience	Experience Certificates from client companies detailing the name and scope of work. Documentary proof in respect of Turnover of companies cited for experience is required. If company is not listed then self certificate by the bidder is to be submitted iro Turnover of the company. Self Certificatefor ERP Experience.
BSNL has 43 circles (which may change as per company's requirement) and bidder must have sufficient human resources to deal with circle Financial Statements for consolidation at BSNL CO within a specified time limit. The	Staff Requirements	At least team of four Chartered Accountants having expertise in ERP set up to be deputed for executing the work in specified time limit. Self Declaration by Bidder
1. The bidder must not have been blacklisted by any Government / PSU's/ PSB's or other Statutory Authority. **Or** 2. There should not be any conflict of interest in r/o section 144 of the Companies Act 2013.	Ineligible for participating in Bid process.	Self Declaration by the bidder that firm is not ineligible for participation in bid.
EMD in the form of Demand Draft(DD) payable at Delhi of Rs 40,000/-	Original DD	Original DD

The firm should possess following eligibility conditions w.r.t. F.Y. upto 2019-20.

<u>Note:</u>MSE bidders are exempted from depositing EMD (with proper certificate submission)

BID SECURITY/EMD

The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).

The MSE bidders are exempted from payment of bid security:

a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.

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

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

d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

- The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security
- A bid not secured in accordance with above points shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process).
- The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser
- The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily and furnishing the performance security.
- The bid security may be forfeited:
  - If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid ;or
  - If the bidderdoesnot accept the APO/AWO and/ or does not submit PBG & sign the contract/agreement.

B. e-Tendering Process

BSNL has decided to use the e-Tendering Process for inviting Bids for this Tender and thus the physical copy of the Tender would not be sold. The special instructions to Bidders for e-Tendering is provided in Section 4-Part C of this Tender.

SECTION-2

Tender Information

1 Background Information

1. <u>INTRODUCTION</u>

A. M/s Bharat Sanchar Nigam Limited, A Govt. of India Enterprise, invites EOI / Proposal for appointment of consultants for Advisory assistance in Finalisation of Acounts for the F.Y. 2020-21.

B. Presently, BSNL provides Telecom services throughout India (except Delhi and Mumbai LSA), through its 24 Territorial Telecom Circles and 2 Metro Districts namely Chennai Phones and Kolkata Phones.Further BSNL has received LOI for Unified Licence for Delhi and Mumbai also.

C. BSNL has 43 circles (which may change upward or downward as per company's requirement) and bidder must have sufficient human resources to deal with circle Financial Statements for consolidation at BSNL CO within a specified time limit. The

D. BSNL has adopted Ind- AS w.e.f. 01.04.2016

2 Tender Issuing Authority:

AGM (MMT)
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
MMT Section, 2nd floor,Bharat Sanchar Bhawan,
Janpath, New Delhi - 110001

3 Important Guidelines

I. Statements and explanations contained in this Tender are intended to provide an under-standing to the Bidder about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidder set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Letter of Award (LOA) to be awarded pursuant to this Tender or the terms thereof. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Tender are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

II. The Authority shall receive Bids pursuant to this Tender in accordance with the terms set forth in this Tender and other documents to be provided by the Authority pursuant to this Tender, as modified, altered, amended and clarified from time to time by the Authority (collectively the **"Bidding Documents"**), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in the DNIT for submission of Bids (the **"Bid Due Date"**).

III. A Bidder shall be considered as a Successful Bidder for the projects of the Authority, where the Letter of Award (LOA) has been issued.

4 Type of tender:

a. Numberofbid submissions stages for tender: Single stage

b. No.ofenvelopes for submission of bids: Two Nos.

c. Stages of Opening: Two

d. E-Reverse Auction: **No**

5 Bid Validity Period/ Validity of bid offer:180 days from the tender opening date.

6 The tender offer shall contain two electronic envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidders satisfying the eligibility/Technical & commercial conditions and 2nd envelop will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents:

a) **Techno-commercial envelope** shall contain:

I. Scanned copy of EMD or exemption certificate

II. Scanned copy of Cost of the tender documents i.e.tender fee or exemption certificate.

III. Certificate(s)showing fulfilment of the eligibility criteria(s)

IV. Power of Attorney & authorization for executing the power of Attorney in accordance with of Section

V. Bidder's Profile & Questionnaire duly filled & signed.

VI. Non-Relation Certificate duly filled & signed.

VII. Undertaking & declaration duly filled & signed

VIII. Acceptance of fee (Not applicable)

IX. Tender/Bidform-

X. Electronic Form-Technical (configured on e-tender portal for your bid's read out information only)

b). **Financial e-envelope** shall contain:

Price Schedule, duly filled (both in PDF and Excel format as per format-5 given in Section 9 .

In case there is any discrepancy between the information entered in the MS-XL format (BOQ) and that as per the scanned copy of signed and stamped PDF document [financial bid (Section- 9)] uploaded on NIC Portal then information as per the uploaded document [financial bid (Section- 9)] shall prevail over the information entered in the MS-XL format (BOQ).

Note3: The following documents are required to be submitted offline (i.e.offline submissions) to DM (MMT), BSNL C.O.,2nd Floor,Bharat Sanchar Bhawan, Janpath, New Delhi-110001 on or before the date & time of submission of bids in a sealed envelope.

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

II. EMD – Bid security (original copy) or exemption certificate

III. DD/ Banker's cheque of Tender fee or exemption certificate

IV. Power of Attorney and authorization for executing the power of Attorney.

V. Self-declaration indicating the statement of declaration of UAM Number by MSE bidders on CPPP is required to be submitted by MSE bidder in a Company Letter head as offline submission for claiming benefits for MSE bidders

7 Payment terms:

a. The Fees will be paid by the BSNL C.O., Delhi

b. Fees will be paid as under:

Particulars	Milestone	% payment
Half Yearly Accounts	On approval by Board of Directors	30
Annual Accounts	On approval by Board of Directors	50
Annual Accounts	On approval by AGM	20

Bill should be raised in favour of GM (Corporate Accounts), BSNL, C.O.

c. The Firm should raise bill with all mandatory details and disclosures on its letterhead and amounts with respect to fees and GST should be clearly mentioned.

d. TDS will be deducted as applicable.

.f. The bidder company is required to give the following information for this purpose:

I. Beneficiary Bank Name:

II. Beneficiary branch Name:

III. IFSC code of beneficiary Branch

IV. Beneficiary account No.

V. Branch Serial No. (MICR No.)

SECTION-3

EligibilityCritera

Requirement	Eligibility Criteria	Documentation
Bidder should be registered under LLP Act, Companies Act or Partnership Act and have been practicing continuously in India for the last 5 years as on date of Technical Bid	Registration	Registration certificate issued by concerned Authority to be submitted.
The Bidder firm must have positive net worth and average annual turnover not less than Rs.100/- crores (Rs. Hundred Crores only) based on turnover of last three financial years.	Turnover	Last three years i.e. F.Y. 2017-18, F.Y. 2018-19 and F.Y. 2019-20 audited Financial Statements.
The Bidder should have prior experience of three engagements in the field of advisory services for preparation of Quarterly / Half Yearly / Annual Financial Statements in India in accordance with INDAS **OR** projects involving INDAS / IFRS implementation / convergence in India **OR** a combination thereof during the last three financial years (17-18, 18-19 & 19-20). Out of the three, one engagement should be with an Indian company, having average annual turnover exceeding Rs 10,000 crores during the last three financials years and one should be with a listed CPSE. The Bidder must have experience of working with Companies, who have ERP platforms. **Note1:-Engagements with a company in any financial year will be counted as one engagement.** **Note 2:-Quarterly experience will be counted only when it is for listed companies and as per SEBI guidelines.**	Work Experience	Experience Certificates from client companies detailing the name and scope of work. Documentary proof in respect of Turnover of companies cited for experience is required. If company is not listed then self certificate by the bidder is to be submitted iro Turnover of the company. Self Certificatefor ERP Experience.
BSNL has 43 circles (which may change as per company's requirement) and bidder must have sufficient human resources to deal with circle Financial Statements for consolidation at BSNL CO within a	Staff Requirements	At least team of four Chartered Accountants having expertise in ERP set up to be deputed for executing

specified time limit. The		the work in specified time limit. Self Declaration by Bidder
3. The bidder must not have been blacklisted by any Government / PSU's/ PSB's or other Statutory Authority. **or** 4. There should not be any conflict of interest in r/o section 144 of the Companies Act 2013.	Ineligible for participating in Bid process.	Self Declaration by the bidder that firm is not ineligible for participation in bid.
EMD in the form of Demand Draft(DD) payable at Delhi of Rs 40,000/-	Original DD	Original DD

The firm should possess following eligibility conditions w.r.t. F.Y. upto 2019-20.

Note:

MSE bidders are exempted fromdepositing EMD (with proper certificate submission)

Kindly mention the page number corresponding to the abovementioned attached documentary proofs.

3.1 Bid Submission methodology:

3.1.1 Bidder need to submit separate Techno-commercial bid in sealed envelopes.

3.1.2 BSNL shall open and evaluate the financial bid of technically and commercially responsive bidders and prepare a list of such bidders arranged in increasing order of their evaluated package prices starting from the lowest (i.e. L1,L2, L3 and so on), for the purpose of ordering against this tender.

3.1.3 Security guidelines issued by Department of Telecom (DoT) from time to time shall be adhered to.

3.1.4 All documents submitted in the Bid shall be in English. In case the certificate viz experience, registration etc. is issued in any other language other than English, the Bidder shall attach an English translation of the same duly attested by the Bidder & the translator to be true copy in addition to the relevant certificate. All documents should be duly attested/ signed by the Bidder.

3.1.5 The bidder shall submit an irrevocable undertaking in non-judicial stamp paper of Rs 100/- stating that the bidder shall be liable for due performance of the contract failing which the bidder shall be liable to be barred for having any business dealing with BSNL for a period of 3 years.

3.1.6 Online Submission of Tender bid: Upto 11:30Hrs.of tender closing date (**07-10-2020**)

3.1.7 In case the date of submission(opening)ofbidis declared to be a holiday, the date of submission(opening)of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be uploaded on above mentioned website.

3.1.8 **Online Opening of Tender bids:** At 12.00 Hours of this tender closing date **(08-10-2020)**

3.1.9 **Tender bids received after due time & date shall not be accepted.**

4 Place of opening of Tender bids: BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event(TOE)'.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 Meeting Room, 2nd Floor, BharatSancharBhawan, Janpath, New Delhi, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event(TOE).

5 Tender bids received after due time and date will not be accepted.

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

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

8 The bidder shall furnish a digitally signed copy with no addition/ deletion/ corrections in the downloaded tender document beingsubmittedanditis identical to the tender document appearing on Web-site.

9 In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be treated as non responsiveandshallberejectedsummarily.

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

11. The queries in respect of the tender document, if any, can be submitted through Email, latest by **03.10.2020**. Any query received after this date will not be entertained.

BSNL Contact-1	
Contact Person	Sh. S. K. Sharma, AGM(MMT)
Telephone	(011) 2371 7844/9413395516 [between 9:30 hrs. to 18:00 hrs. on working days]
E-mail ID	sksharma2511@gmail.com
BSNL Contact-2	
Contact Person	Sh. Y. S. Rawat, DM(MMT)-II
Telephone	(011) 2303 7172/9868102628 [between 9:30 hrs. to 18:00 hrs. on working days]
E-mail ID	yogendrasinghrawat@gmail.com

SELECTION CRITERIA/ EVALUATION

A. Financial bids will be opened for the firms who fulfill the Eligibility Criteria.

B. The firm with Lowest Financial Bid shall be awarded the work. However, if such firm refuses to take up the assignment, EMD submitted by such firm is liable to be forfeited by BSNL and such firm will not be considered for any future assignment for a period of 3 years. The work will then be awarded to 2nd best firm.

C. BSNL reserves the right to consider/ not to consider any technical/financial- bid/proposal without assigning any reason whatsoever. The decision of the BSNL would be final and binding in this regard.

D. If any of the document(s), required to be submitted along with the technical/financial bid is/are found wanting, the Firm is liable to be rejected at that stage. However, BSNL at its discretion may call for any clarification regarding the bid document within the stipulated time period. In case of non-compliance to such queries, the bid will be rightly rejected without entertaining further correspondence in this regard.

SECTION-3 Part A

SCOPE OF WORK

A. Advisory Assistance in preparation of Consolidated and Standalone Annual and Half Yearly Financial statements of BSNL for the Financial Year ending 31st March, 2021 with necessary disclosures/Notes to Accounts in accordance with the Companies Act, 2013 , Ind AS and other applicable laws/regulations.
B. Advisory Assistance in consolidation of Circle wise Annual and Half Yearly financial statements along with accompanying Notes and disclosures/data/ Annexure/ERP-SAP Reports etc. received for above purpose.
C. Compilation of data and Preparation of Annual and Half Yearly financials/disclosure as required under SEBI guidelines /other relevant rules/regulations applicable to Companies having / issuing Debt Securities.
D. Extending technical capacity building support/training over Video Conferencing for BSNL officers.

PERIOD OF COMPLETION OF WORK

The company will issue seprate work orders to adhere to statutory time limit for finalisation of half yearly and Annual Accounts and work orders will be communicated as and when required by the company.

SECTION-4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

4.1. DEFINITIONS

a) "The Purchaser" means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi.

b) “The Bidder" means the company/consultancy firm who participates in this tender and submits its bid.

c) Management Consultant- Bidder Company after signing the agreement with BSNL will be termed as Management Consultant.

d) “The Resource” means the personnel or human resource provided by the bidder/ Management Consultant to BSNL 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 Bidder 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 Bidder 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) “Commissioning of a network element shall mean its putting into use, for carrying live traffic or for its intended use, after functional tests. The date of such putting into use will be considered for determining the significant date for purpose of assessment of liquidated damages if any, determination of commencement of warranty & AMC date and qualifying for payment milestone.

j) "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.

k) “Successful Bidder(s)” means the bidder(s) to whom work in this tender is awarded.

4.2. ELIGIBILITY CONDITIONS:

Kindly refer to Detailed NIT.

4.3. COST OF BIDDING

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

4.4. DOCUMENTS REQUIRED

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.

4.5. CLARIFICATION OF BID DOCUMENTS

A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX or by Email to the Purchaser's mailing address indicated in the invitation of Bid.

Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded on portal, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from portal.

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

The format in which the clarifications are to be sent via E-mail is under:

S. No.	Section	Clause	Brief Description of the clause	Ref page no. in the bid	Comments of the bidder

4.6. AMENDMENT OF BID DOCUMENTS

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

The amendments shall be notified in writing through E-tender portal to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

4.7. DOCUMENTS COMPRISING THE BID

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

(a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted in accordance with the clauses mentioned in this Tender.

(b) Bid Security

(c) A Clause by Clause compliance

(d) A Bid form and price schedule

The bid prepared by the bidder shall comprise of the documents specified in the Tender.

4.8. BID FORM

The bidder shall complete the bid form and appropriate Price schedule furnished in the Bid documents, indicating the goods to be supplied, brief description of the goods, quantity and prices.

4.9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

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

a. Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.

b. Inspection Certificate issued by BSNL(QA) for execution of educational/Commercial Order. **(Not Applicable)**

c. Additional documents to establish the eligibility and qualification of bidder as in the tender document

d. Power of Attorney and authorization for executing the power of Attorney

e. Documentary proof of GST registration. Relevant Govt. notification at the time of bid submission is required to be submitted.

f. Undertaking duly signed by front bidder and its technology/consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally: **Not Applicable to this tender.**

g. Certificates from all Directors/partners of the bidder stating that none of their near relatives are working in BSNL as applicable.

h. Firm Constitution Certificate.

   e) Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India. (Not applicable for this tender)

   f) Approval from Reserve Bank of India/SIA in case of foreign collaboration. (Not applicable for this tender)

i. Documentary evidence for technical capability as per Eligibility Criteria mentioned.

j. The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability. The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

4.10. DOCUMENTS ESTABLISHING GOODS CONFIRMITY TO BID DOCUMENTS

Not Applicable to this tender.

4.11. BID SECURITY/EMD

The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT).

The MSE bidders are exempted from payment of bid security:

g) 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.

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

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

j) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

- The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security
- A bid not secured in accordance with above points shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened (for manual bidding process).
- The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser
- The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily and furnishing the performance security.
- The bid security may be forfeited:
  - If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid ;or
  - If the bidderdoesnot accept the APO/AWO and/ or does not submit PBG & sign the contract/agreement.

4.12. PERIOD OF VALIDITY OF BIDS

Bid shall remain valid for period 180 days (One hundred and eighty days) from the tender opening dateof the bid. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing and the bid security provided by the bidder shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. The bid security provided shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify its bid.

4.13. FORMAT AND SIGNING OF BID

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

  Note: The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.
- The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the

person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

- **Power of Attorney**

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

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

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

  d) Attestation of the specimen signatures of authorized signatory by the Company's/firm's bankers shall be furnished .Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided. Notarised Power of Attorney (POA) containing specimen signature duly attested by notary is required.

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

4.14. SEALING AND MARKING OF BIDS

The bid should be submitted as per following:

- In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes;
- The envelopes shall be addressed to the DGM(MMT),Bharat Sanchar Nigam Limited (Corporate Office), 2nd floor, Bharat Sanchar Bhawan, Janpath, New Delhi - 110 001
- The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- Bids delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT to MMT Section, 2nd floor , Bharat Sanchar Bhawan, Janpath, New Delhi - 110001 The purchaser shall not be responsible if the bids are delivered elsewhere.
  - Venue of Tender Opening: MMT Section, 2nd floor, Bharat Sanchar Bhawan,
  - Janpath, New Delhi - 110 001 at specified time & date as stated in NIT.
  - If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on MMT Section, 2nd floor, Bharat Sanchar Bhawan, Janpath, New Delhi - 110

001 If both the envelopes are not sealed as per above requirements, the bid shall be rejected.

4.15. SUBMISSION OF BIDS

- Bids must be submitted online by the bidders as per instructions in Section 4 Part B not later than the specified date & time indicated in the DNIT (Section I).
- The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

4.16. LATE BIDs

No bid shall be accepted online after the specified deadline for submission of bids prescribed by the purchaser**.**

4.17. MODIFICATION AND WITHDRAWAL OF BIDS

- The bidder may modify, revise or withdraw his bid after submission, prior to deadline prescribed for submission of bid.
- The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per the terms and conditions mentioned in the Tender.
- No bid shall be allowed for modification subsequent to the deadline for submission of bids.

4.18. OPENING OF BIDS BY PURCHASER

I. The purchaser shall open bids online in the presence of bidders or their authorized representatives who chose to attend, at time specified in detail NIT(Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

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

III. The bidder's names, Bid prices, modifications, bid withdrawals, EMD amount & validity and acceptability, information in respect of the eligibility of the bidder and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of opening.

IV. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened on a subsequent date in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

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

4.19. CLARIFICATION OF BIDS

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

If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

4.20. PRELIMINARY EVALUATION

I. Purchaser shall evaluate the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Security/sureties have been furnished, whether the documents have been properly signed including digital signatures and whether the Bids are generally in order.

II. Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted does not tally with its breakup quoted, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

III. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, its bid shall be rejected.

IV. Prior to the detailed evaluation, the Purchaser will determine the substantive responsiveness of technical and commercial Bids to the requirements of the Bid Document. For purposes of these clauses, a substantively responsive Bid is one, which conforms to all terms and conditions of the Bid Document without material deviations. The Purchaser's determination of bid's responsiveness shall be based on the contents of the Bid itself, without recourse to extrinsic evidence.

V. A Bid, determined as substantively 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.

VI. The Purchaser may waive any minor infirmity or non-conformity or irregularity in a Bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice the establishment of techno-commercial parity among the Bids or effect the relative ranking of any bidder.

4.21. Financial Evaluation and comparison Substantively Responsive Bids and Comparison

The evaluation and comparison of responsive bids shall be done on the basis of QCBS (70:30).

CONTACTING THE PURCHASER

Subject to Clause 4.20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

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

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

4.23. PURCHASER'S RIGHT TO VARY QUANTITIES (Not applicable)

The Management consultant shall be appointed for an initial period of 01 years with minimum deployment period for each resource being 12 months(further extendable for one year on same terms and rates) and will not amount to any kind of employment obligation on the part of BSNL.

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

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

4.25. ISSUE OF ADVANCE PURCHASE ORDER

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

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

4.26. SIGNING OF CONTRACT

a. The issue of Purchase order/work order shall constitute the award of contract on the bidder.

b. Upon the successful bidder furnishing performance security pursuant to clause 27, the

c. Purchaser shall discharge the bid security in pursuant to clause 12.

4.27. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 4.28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

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

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

a) A Quality Policy.

b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.

c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.

(d) System of Inward Good Inspection.

(e) System to calibrate and maintain required measuring and test equipment.

(f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.

(g) Configuration management and change-control mechanism.

(h) A quality plan for the product.

(i) Periodical internal quality audits.

(j) A 'Quality Manual' detailing the above or infrastructure assessment certificate and Type Approval Certificate (TAC)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.

4.29. REJECTION OF BIDS

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

The bids will be rejected at opening stage if Bid security is not submitted as per the format and bid validity is less than the 180 days.

- **Clause 2 & 10 of Section 4 part-A:** If the eligibility condition as per clause 2 of Section 4 is not met and / or documents prescribed to establish the eligibility as per Clause 10 of section 4 part A are not provided, the bids will be rejected without further evaluation.
- Prices are not filled in as prescribed in price schedule.

4.30. Purchaser’s right to disqualify

Purchaser reserves the right to disqualify the bidder for a suitable period who habitually failed to provide the service in time or satisfactorily.

4.31. PURCHASER’S RIGHT TO BAN BUSINESS DEALINGS

Purchaser reserves the right to bar the bidder from participating in future tenders .Tender of BSNL for a suitable period in case he fails to honour its bid without sufficient grounds.

4.32. 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).

4.33. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

NOTE : To obviate any possibility of doubt and dispute and maintain veracity of the documents / papers / certificates, the documents conforming to eligibility part will be submitted by the participant bidder duly authenticated digitally by the authorized signatory along with EMBG (bid security) of requisite amount and will be checked at the time of tender opening. This bid part (already digitally signed by the authorized representative of the bidder company during bid submission) will be digitally signed by the in charge of the tender opening team and will be kept preserved along with the bid submitted online. In case of any dispute these papers will be treated as authentic one".

4.34. Security Clause as per latest guidelines and requirement

(Not Applicable for this tender)

4.35. Reservation/Procurement from MSE units: (Not Applicable for this tender)

There is no provision for procurement reservation from MSEs in this tender being a turnkey project.

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 here in shall prevail.

1. The hired bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then BSNL will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees and termination of the Contract for default.

2. BSNL may by written notice sent to the hired bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for BSNL's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. BSNL reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.

3. In the event of the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with BSNL, should be passed on for compliance by the new company / new division in the negotiation for their transfer.

4. Bidders automatically agree with BSNL for honouring all aspects of fair trade practices in executing the work orders placed by BSNL

5. The bidder will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed consultant at BSNL/ User's premises. All equipment will be used only for the purpose of carrying out legitimate business of BSNL/ User's organization and will not be put into any other use.

6. The staff deployed by the vendor will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems.

7. BSNL draws the attention of bidders towards relevant & extant instructions of GOI, GFR by MOF, CVC for compliance during the period of engagement.

8. **Intellectual Property Rights :** The hired Bidder will indemnify BSNL of any infringement of third party rights be they under the Patents Act or the IPR. (Not applicable for this tender)

9. **Guidelines in respect of acceptance of fake certificates:**

   (i) It shall be clearly stated in the APO as follows:

      a) The APO is subject to verification of eligibility criteria documents (mentioned in Section-1 Part A of Revised Procurement Manual) submitted in the tender with their originals.
      b) The bidder to whom the APO has been issued is required to show the originals to the APO issuing Authority or an officer/committee nominated by him for this purpose within the time period stipulated for submission of PBG.

   (ii) In case, any eligibility criteria document (mentioned in Section-1 Part A of Revised procurement Manual) submitted by the bidder as a part of its bid happens to be issued by BSNL, then the APO/PO issuing Authority or an officer/committee nominated by him for this purpose will verify the same from the BSNL unit who has issued the said document. This will be in addition to Para 8(i) (b) above by making correspondence with

the respective BSNL unit. This exercise will also be completed within the time frame stipulated for submission of PBG.

(iii) The PO will be placed on the vendor only on successful verification of documents as per 8 (i) b & 8 (ii) above, apart from fulfilment of other APO conditions.

(iv) The above is in addition to the existing guidelines regarding verification of documents and certificates stated in revised Procurement Manual, which will also continue to remain in force.

10. **Eligibility Conditions :** Refer(DNIT)

11. **Bid Security:** As per DNIT

12. INDEMNIFICATION& PENALTY

12.1 INDEMNIFICATION

Bidder shall protect, defend, indemnify and hold harmless the purchaser and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, or regulator; 'or'
b) Any breach of the terms and conditions in this agreement by bidder; 'or'
c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by bidder.

12.2 PENALTY

Thebidder shall be responsible for bearing all liabilities, costs (including legal costs & expenses), fine, penalty, demands arising by reasons of violation of any laws relevant to provisioning of services under this EOI / Contract /Purchase Order (PO)/Work Order(WO) or breach of any of the conditions of EOI / Contract /Purchase Order(PO)/Work Order(WO). The bidder shall reimburse the purchaser said costs (including legal costs & expenses), fine, penalty as above without prejudice to other rights and remedies available to the purchaser.

This clause shall survive the termination or expiry of this EOI / Contract / Purchase Order (PO)/Work Order(WO).

13. Dispute Resolution

To resolve any dispute between BSNL and hired agency, a committee of two officers of BSNL and one representative from the agency would be constituted to resolve the issues amicably.

14. Applicable Law

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the tender by the bidder will lead to cancellation of bid/work order and forfeiture of EMD/Security Deposit.

15. Exit Clause

In normal circumstances, the contract period would be as defined in work order and rates/contract would be valid for one year (further extendable by one year at same terms and rates).However in

case the hired agency/consultant wishes to exit permanently from the contractual obligations on account of non-resolution of outstanding disputes, despite having exercised the available recourse through dispute resolution mechanism and arbitration as explained above, then BSNL may allow it under permission.

In such cases the PBG will be forfeited & agency would have to produce no dues certificate from work order issuing authority to prove that no liability is pending towards the hired agency. Also the agency will be required to submit an undertaking that all documents, other property and information in any shape is returned/ deposited back with BSNL, prior BSNL issues permission for exit.

SECTION-4 PartC

Instructions for Online Bid Submission

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

https://etenders.gov.in/eprocure/app

1. REGISTRATION

a. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://etenders.gov.in/eprocure/app) by clicking on the link **"Online bidder Enrollment"** on the CPP Portal which is free of charge.

a. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

b. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

c. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

d. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

e. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

a. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

b. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

3. PREPARATION OF BIDS

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

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

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

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

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

4. SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

5. ASSISTANCE TO BIDDERS

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

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

a. For any technical related queries please call at 24 X 7 Help Desk Number 0120-4200 462/4001 002/4001 005/6277 787

International Bidders are requested to prefix +91 as country code

b. Email Support:

For any issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical – support-eproc(at)nic(dot)in

Policy Related – cppp-doe(at)nic(dot)in

SECTION-5 Part A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1 APPLICATION

The General Conditions of Contracts provide the terms and conditions applicable to the Bidder for the supply of Goods and the provision of Services.

2 STANDARDS

The Goods and Services supplied under the Contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section-3.

3 PATENT RIGHTS(Not Applicable for this tender)

The Bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods and/or Services or any part thereof in Indian Telecom Network.**PERFORMANCE SECURITY**

All bidders shall furnish performance security to the purchaser for an amount equal to 10% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

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

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

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

4 INSPECTION AND TESTS

(Not Applicable for this tender)

5 DELIVERY AND DOCUMENTS

Delivery of the services and documents shall be made by the bidder in accordance with the terms specified by the purchaser in its Detailed Scope of work (Section 3- Part A).

The extension of delivery period against the Purchase Order/Work Order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty calculated on the value of the Fees of detailed Scope of work (Section 3- Part A) which are delayed.

6 TRAINING

While quality of work must be maintained, BSNL will not impart any formal training to any of the partner /employee of the Firm.

7 INCIDENTAL SERVICES

(Not Applicable for this tender)

8 SPARES

(Not Applicable for this tender)

9 WARRANTY

(Not Applicable for this tender)

10 PAYMENT TERMS

Successful bidder shall submit the bill/Invoice(as per payment terms) covering the Fees to an officer nominated by the CA branch , BSNL Corporate office, New Delhi. For claiming this payment, the following documents are to be submitted to the paying authority.

a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other travel related bills on production of original bills/receipts.

b) Acknowledged Delivery Challan in original; Or ERP record is equivalent to BCPC copy, hard copy of BCPC would not be required. Consignee has to enter in ERP only to utilize the ERP system to smooth the process; or POD is equivalent to BCPC (Not applicable for this tender).

c) These afreight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable (Not applicable for this tender).

d) Proof of payment of GST, if applicable.

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

Note:

1) If the bidder fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the bidder.
2) Tax amount will be paid to the bidder only after bidder declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the bidder and the same is reflected in GSTR-2A of BSNL on GSTN portal.
3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
4) BSNL can adjust/ forfeit Bank Guarantee obtained from the bidder against any loss of input tax credit to BSNL on account of bidder's default.
5) In case BSNL has to pay GST on reverse charge basis, the bidder would not charge GST on its invoices. Further, the bidder undertakes to comply with the provisions of GST law as may be applicable.

The bidder has to give the mandate for receiving payment costing Rs.5 lakhs and above electronically and the charges,ifany,leviedbybank has to be borne by the bidder/ contractor/bidder.Thebiddercompany is required to give the following information for this purpose:

a) Beneficiary BankName:

b) Beneficiary branchName:

c) IFSC code of beneficiary Branch

d) Beneficiary account No.:

e) BranchSerialNo.(MICRNo.):

f) GSTIN No:

Note: If the bidder fails to furnish necessary supporting documents i.e. GST invoices etc.in respect of the Duties/taxes which is available as ITC,the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

11 PRICES

Prices charged by the bidder for services performed under the contract shall not be higher than the prices quoted by the Bidder in its Bid except for variation caused by change in taxes/ duties as specified.

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

Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time

In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.

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

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

12 CHANGES IN PURCHASE ORDERS

The purchaser may, at any time, by a written order given to a bidder, make changes within the general scope of the contract in in relation to the services to be provided by the bidder.

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 bidder for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

Purchaser may extend period of taking services as mentioned in detailed Scope of work (Section 3 – Part A) for a further period of one year on need basis on the same terms & conditions including rates.

13 SUB CONTRACTS (Not Applicable for this Tender)

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

14 Delays in Bidders Performance:

Services shall be provided by the Bidder in accordance with the time schedule specified by the purchaser in its Purchase Order/Work Order.

In case the service is not completed in the stipulated delivery period, as indicated in the Purchase Order/Work 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 bidder and purchaser reserves the right to procure balance unsupplied service at the risk and cost of the defaulting Bidder.

Delay by the Bidder in the performance of its delivery obligations shall render the Bidder 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 Liquidated Damages

In case of short supply of ordered man-power (consultant) against any work order, penalty at a rate of twice the payable charges (per day awarded rates) for non-supply duration for first two weeks of non-supply & thereafter at rate of thrice the payable charges would apply.

Each project to be handled by BSNL, will have a definite date of project completion/bid submission. Works assigned to consultant will have defined dates for completion. For any time slippages, the bidders can induct more resources at their cost to meet the time schedules. Delays on account of the Bidder will attract penalty at same rates as above, but the penalty in total in two situations will be subject to a maximum of 12% of PO cost.

In case of (ii) above, BSNL will be free to get the job done from an alternate source/other consultant at the risk and cost of the defaulting bidder.

16 Force Majeure

a. Notwithstanding the provisions of the tender, the Bidder will not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of BSNL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, the hired Bidder will promptly notify BSNL in writing of such conditions and the cause thereof. Unless otherwise directed by BSNL in writing, the Bidder will continue to perform its obligations under the contract as far as reasonably practical and will seek all reasonable alternative means for performance not prevented by the Force Majeure event. BSNL may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60days.

17 ACTION BY PURCHASER AGAINST BIDDER//VENDOR IN CASE OF DEFAULT

Not Applicable for this Tender

18 ARBITRATION and JURISDICTION

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

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

19.2 The number of arbitrators and the appointing authority will be as under:

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

19.3 Neither party shall appoint its serving employee as arbitrator.

19.4 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

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

19.6 Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of theArbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is uptoRs 5 Crores.

Fast track procedure-

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

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

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

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submission filed by the parties without oral hearing;
(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the tribunal enters upon the reference.
(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.
(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

19.7 The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
UptoRs 5 Crores	Within 6 months (Fast Track procedure)
Above Rs 5 Crores	Within 12 months

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

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

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

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

JURISDICTION OF COURTS: The courts in Delhi will have exclusive jurisdiction under this tender/contract.

19 SET OFF

Any sum or money due and payable to the bidder (including security deposit refundable to him)under this contract may be appropriated by the purchaser or the BSNL or any of the person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL. In case of set off of the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the bidder.
GST would not be liable on security deposit. But if bidder set off the security deposit against any claim of the purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the Purchaser or BSNL or such other person(s) contracting through the BSNL, then GST would be levied

20 INTIMATION OF SUPPLY STATUS (Not Applicable for this tender)

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.

21 DETAILS OF THE PRODUCT (Not Applicable for this tender)

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

22 FALL CLAUSE (Not Applicable to this tender)

23.1 The prices once fixed will remain valid during the scheduled deliver. Further, if at any time during the contract

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

And/or

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

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

23.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar 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."

23.4 In case under taking 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.

23 COURT JURISDICTION

24.1 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.

24.2 Where a contract or 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 New Delhi 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.

24 General Guidelines:

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

SECTION-5 Part B

SPECIAL CONDITIONS OF CONTRACT (SCC)

25 GST Invoice:

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

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

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

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

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

BSNL could at any time instruct the bidder to raise its invoices at a particular location of BSNL

E-waybill number should be mentioned on the invoices. (Not applicable for this tender)

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

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

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

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

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

iii. Bidder needs to pay the entire self-assessed tax on timely basis.

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

by the bidder else bidder would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

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

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

26 AWARD OF CONTRACT (PLACEMENT OF ORDER)

As per DNIT

27 Incidental Damages(Not Applicable for this tender)

Notwithstanding any of the other provisions contained in this Contract , the Bidder shall protect, defend, indemnify and hold harmless BSNL and its employees, officers, Directors, agents, or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursement) arising from 'or' relating to:

a. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator issued with respect to the product/services being supplied/provided under this Contract.
b. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment supplied under the Contract to the extent these are attributable solely to the poor quality or non-compliance of the product/services to the respective specifications.
c. Any claim that the Equipment/Services/'or' any value addition component offered and supplied by the Bidder in this Contract, infringe any patent, trademarks or copyright of any third party.
d. Notwithstanding any other provision of this Tender/RFQ/Contract, neither Party shall under any circumstances be liable for any special, indirect, consequential or incidental damages or any financial or economic losses of any kind such as but not limited to loss of profits, opportunities, revenues, loss of data, income, business, anticipated savings or reputation or loss of use howsoever arising under or in connection with the Tender/RFQ.
e. Notwithstanding anything to the contrary set forth in this Tender/RFQ/Contract, successful bidder's total liability under the Tender/RFQ/Contract shall be limited to 100% value of the relevant paid purchase Orders issued by BSNL on successful bidder.

The Bidder shall furnish an unequivocal, unqualified and irrecoverable undertaking along with the Bid to the effect that;

"During the Bidding process 'or' during the course of execution of the Contract 'or' at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the product/services etc. being offered under the Tender/Contract, the Purchaser (BSNL) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the value of the tendered goods and services from the Bidder for such misrepresentation. The Bidder shall immediately on being told by BSNL pay such sum of money to BSNL. Quantum of damages under this clause assessed and levied by the Purchaser (BSNL) shall be final and not challengeable by the Bidder/Bidder".

28 Security Clearance of foreign personnel(Not Applicable for this tender)

All foreign personnel likely to be deployed by the Successful Bidder for any activity pertaining to this project shall obtain security clearance from the Government of India prior to their deployment. The security clearance will be obtained from Ministry of Home Affairs, Government of India.

29 Compliance to Applicable Law(Not Applicable for this tender)

Security Requirements

a) The Bidder shall enable the Purchaser to comply with Applicable Laws including but not limited to notifications, circulars etc. issued by DoT from time to time.

b) The Bidder recognizes and accepts that in order to make, maintain and ensure Purchaser's networks compliant with security related instructions and guidelines issued by the DoT from time to time, complete cooperation and commitment of the Bidder is necessary. To help and address the business continuity, communication, security requirements and security management of Purchaser's network, the Bidder shall execute an agreement in the form as contained in the Tender Document before issuance of any APO by the Purchaser. It is clarified that the execution of such agreement shall be a condition to the effectiveness of the Advance Purchase Order. The Bidder shall indemnify and hold harmless the Purchaser and its employees, agents, shareholders, directors, representatives, against any claims or penalty or consequence arising out of breach of the security related terms of the License as a result of breach or non-compliance by the Bidder with its obligations in this sub-Clause (b) or any separate agreement executed for this purpose.

c) It is clarified that any expenditure incurred by the Purchaser for complying with security related provisions in respect of all the equipment/ hardware/ software supplied under this tender, shall be borne by the Bidder concerned. In the event there is a breach of the security related provisions as prescribed under Applicable Laws, any penalty imposed by the DoT on the Purchaser shall be paid by the Bidder to the Purchaser. Further, any testing of Bidder's equipment including requirement of testing equipment shall be met by Bidder on his own cost.

Compliance with Licenses: The Bidder shall assist and provide support as and when required to the Purchaser including the providing of information and documents to comply with the provisions of the Licenses, any amendments made thereto as well as any notifications, circulars, directions/regulations issued by DoT/TRAI or any other Governmental Authority from time to time specially in relation to security clearance and lawful interception.

30 Compliance to Applicable Law

TheBidder, including their personnel, employees, associates and sub-bidders shall be solely responsible for complying with the statutes, laws, regulations, subordinate legislation, administrative orders and instructions issued by relevant Government Authorities, regarding, but not limited to, environment, industrial relations, security and taxation, during the performance of their respective obligations under this Contract. Without limiting the generality of the foregoing, the Bidder shall be responsible for compliance with the Applicable Laws and similar regulations applicable to its activities hereunder, at its own cost and expenses. In the event there is a delay by the Bidder which is solely attributable to Bidder in fulfilling its obligations under this Contract or any non-compliance or breach of obligations under this Contract by the Bidder due to which any Governmental Authority imposes sanctions on Purchaser, which results in financial and other liabilities on the Purchaser, the

Bidder shall be liable to make good such loss immediately which has been suffered by the Purchaser.

31 Compliance to Tender Clauses:

The bidder shall submit the clause by clause compliance of the Tender Document and its Clarifications & Amendments. However, in respect of TEC GRs referred in the Tender Document and its Clarifications & Amendments, the bidder shall submit a compliance statement(s) that it meets all the requirements of the TEC GR unless otherwise specified in the tender.

The bidders, who have been blacklisted by any of the BSNL circles/BSNL HQ/any Govt. organisation are not eligible to participate in the tender. In this regard, the participating bidder should give an undertaking/certificate as under on their letter head duly signed by the authorized signatory.

"It is certified that our firm have / have not been black listed by BSNL or any Govt. Organization / PSUs for any reason. However, if we fail to complete the awarded work / fulfill the tender conditions, BSNL is free to take action / black list our firm / company."

The Bidder shall furnish an unequivocal, unqualified and irrecoverable undertaking along with the Bid to the effect that "During the Bidding process 'or' during the course of execution of the Contract 'or' at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the product/services etc. being offered under the Tender/Contract, the Purchaser (BSNL) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the value of the tendered goods and services from the Bidder for such mis-representation. The Bidder shall immediately on being told by BSNL pay such sum of money to BSNL. Quantum of damages under this clause assessed and levied by the Purchaser (BSNL) shall be final and not challengeable by the Bidder/Bidder".

32 FORMATION OF RINGS FOR QUOTING CARTEL RATE : (Not Applicable for this tender)

If one or more groups of bidders are found to have formed rings for bidding Cartel Rates intended to restrict competition and to boost up rates of tender items to the detriment of the BSNL, the Purchaser reserves the right to ignore their offers. If the offers are taken into consideration for some reasons and other, group or groups forming the cartel shall be treated as one offer and quantity distribution shall be made accordingly.

If all the bidders form one cartel rate, the Purchaser reserves the right to limit the number of firms. In such a situation a limited number of offers would be drawn from all the offers (Purchaser's Right) on random basis from eligible bidders after opening the bids in presence of the eligible bidders.

Wherever evaluation and the ranking of the bids are made on package value (i.e. unit price of each item X quantity then total of all the prices of all items) basis, action as contained in Clause above as deemed fit shall be taken if the package value is same.

In case any bidder(s) at same stage of ranking (Cartel) do not accept the approved rate or quantity allotted to them, then such left out quantity shall be set aside afresh and shall be distributed among the recommended eligible bidder(s) again as per the distribution table.

Equality of composite rate at any rank, whether evaluated on individual item-wise or package value basis, as the case may be, shall be sufficient ground to declare such bidders as Cartel. "

In case TAC/TSEC is going to be expired after opening of the tender but before the issue of PO, The bidders shall get revalidation of expired TAC/TSEC within 15 (Fifteen) days from the date of expired TAC/TSEC failing which the offer is liable to be cancelled without any further notice. However, in case TAC/TSEC validity expires after placement of PO, the bidder shall take advance action to avoid any delay in supplies and no extension without LD shall be given on this count.

33 Storage of Equipment(Not Applicable for this tender)

BSNL will provide the address of a warehouse store on Circle/are a basis/station basis for storing the Equipment for all the sites, which are not acquired or ready for handing over to the Bidder. However ,if requested by Bidder ,it may provide a single consignee at central location for all the equipment to be received in that Circle. In case the Bidder consolidates the supply of various equipment for a site, then it shall arrange space for storage of all such equipment till such time it is delivered to the ultimate site. In all cases, safe custody of the Equipment shall be the Bidder's responsibility. The material received at site or at BSNL store will be issued to the installing team of Bidderon written request in packed condition and the same shall be at the risk of the Bidder until the equipment is made over back to BSNL after commissioning.

34 Related Items

The Bidder shall indicate in the Bid any other related items (along with the price)not reflected in the Tender Document required for successful commercial launch of the service.

SECTION-6

UNDERTAKING & DECLARATION

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

Certified that:

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.

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.

The tenderer hereby covenants and declares that

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

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

6-B-NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given by the bidder in respect of status of employment of his/ her near

Relation in BSNL)

"I…….s/o…….r/o

……

…….hereby

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

Signature of the Bidder

with date and seal

SECTION-7

PRO-FORMAS

7A- FORMAT FOR THE BID SECURITY

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

Sub: Bid Security/EMD guarantee.

Whereas M/s …… R/o …… …… …… (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ……/- (hereafter known as the "B. G. Amount") valid up to …../……/ 20….. (Hereafter known as the "Validity date") in favourof"DGM (MMT), Bharat Sanchar Nigam Limited, Corporate Office, New Delhii (Hereafter referred to as BSNL) for participation in the tender of work of …….. vide tender no. …….

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

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the

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

Notwithstanding anything herein contained ;

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

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

In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "DGM (MMT), Bharat Sanchar Nigam Limited, Corporate Office, New Delhi,payable at New Delhi.
The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: ……

Date: …….. (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: …….

Name of the Bank officer: ……..

Designation: ……

Complete Postal address of Bank: ……

Telephone Numbers ……..

Fax numbers ……

7-B -For the Performance Guarantee

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

Dated:……..

Sub: Performance guarantee.

Whereas CMD, BSNL, New Delhi (hereafter referred to as BSNL) has issued an APO no. ……..……. Dated ……/……/20….. awarding the work of …… …… … …….. to M/s ……..…… R/o …… (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of DGM (MMT), Bharat

Sanchar Nigam Limited, Corporate Office, New Delhi of Rs. ……..……/- (hereafter referred to as "P.G. Amount") valid up to ……/……/20……(hereafter referred to as "Validity Date")

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

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

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

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

Notwithstanding anything herein contained ;

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

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

In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash),, BSNL, New Delhi payable at New Delhi.

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

Place: ……

Date: ……..

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: …….

Name of the Bank officer: ……..

Designation: ……

Complete Postal address of Bank: ……

……

Telephone Numbers ……..

Fax numbers ……

7-C- LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(Tobe Typed preferably on letter head of the Company)

Subject: Authorization for attending Bid opening

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

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

…….

Signature of the Representative
……
Name of the Representative
…….

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

Signature of the alternative Representative

……..

Name of the alternative Representative

Above Signatures Attested

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

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

7-D- PROFORMA OF POWER OF ATTORNEY

(To be typed on appropriate stamp paper)

POWER OF ATTORNEY

Be it known all to whom it concern that :-

Shri _____ s/o _____ residing at _____

Shri _____ s/o _____ residing at _____

Shri _____ s/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____ _____ (Name & Address) hereby appoint Shri _____s/o _____ residing at _____(**Postal Address**), **Tele.No.**_____**Mobile No.**_____**, E-mail ID**_____**,** as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the CMD, BSNL, New Delhi-110001 in connection with their Tender Enquiry No. _____ dated _____ for the supply of _____ due for opening on _____. In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____. And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)Signature of the Proprietor/Partners/Directors

Accepted

(Signature of Signatory of Tender Offer of the firm)

Attestation

(Signature of the Banker/Branch Manager of the Firm with Branch details)

A T T E S T E D

Notary Public

(Signature with Official Seal)

OR

R E G I S T E R E D

Before

(SUB – REGISTRAR) …….. (ofconcerned State)

Signature with Official Seal

SECTION-8

Bidder'sprofile&Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

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. Date of formation (as per the constitution certificate issued by the Cost Accountants of India. Latest certificate issued by the Institute will be considered). A self declaration certificate to be attached that the firm is in existence for at least 5 years.

5. Undertaking that the firm or any of its partners is not associated with BSNL in any professional capacity.

6. Details of the partners in the firms :

S. No.	Name	qualification	Email	Contact number
1.				
2.				
3.				
4.				
5.				

7. 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):

……
……..…….

8. a) Permanent Account No. : ……

b) GSTN No .....

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

Beneficiary Bank Name:……
Beneficiary branch Name:…….
IFSC code of beneficiary Branch……..
Beneficiary account No.:…….
Branch Serial No. (MICR No.):……...

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

……
……

B) **Questionnaire**

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

If Yes, Give details

……

……

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

2.1 If Yes, Give details

……

……

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

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

4. Suggestion for improvement of the tender document.

……

……

……

Place…….

Signature of contractor ……

Date …….. Name of Contractor ……

SECTION-9 Part-A

BID FORM
(On the Letter head of the Bidder)

To Date:

Name & Address of the Authority

Subject:_____

NIT No.: …….

Dear Sir,

With reference to your Tender document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

I /We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Appointment of Consultants for Finalisation of Accounts for the Financial Year 2020-21.

, and we certify that all information provided therein is true and correct: nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

This statement is made for the express purpose of our selection for TENDER_____

I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

I/We acknowledge the right of the Authority to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

i) I/We declare that:

1. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

2. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government. Central or State; and

3. I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

4. the undertakings given by us along with the Application in response to the Tender for the Project are true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.

ii) I /We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

iii) We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

iv) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

v) We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.

vi) I/We offer a Bid Security of Rs. _____ (in words, Rupees _____ only) to the Authority in accordance with the TenderTender Document.

vii) The Bid Security in the form of DD / BG is attached.

viii) I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I /We shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our Bid is not opened or rejected.

ix) I/We agree and undertake to abide by all the terms and conditions of the TenderTender document.

x) I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the TenderTender.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the Tender document.

Dated this.....Day of..... 20__
Place:…….

Name of the Person
Name, Designation &Signature of the Authorised Person

Format-4- Declaration that the Bidder has not been blacklisted

(To be submitted on Non-Judicial Stamp Paper of Rs. 100/- duly notarized)

Place:

Date:

To,

<name and address>

Ref: Tender Notification no dated

Subject: Declaration of Bidder being not blacklisted

Dear Sir,

It is certified that our firm/company or any of our entity is not black listed by any Govt. Organization / PSUs for any reason. However, if we fail to complete the awarded work / fulfill the tender conditions, BSNL is free to take action / black list our firm / company."

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation :

Format-5- Finanical Bid

Table-I: Prices for resources to be deployed at corporate office

भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Financial Bid Document for Quotation

(A)	(B)	(C)	(D)	(E)
Description of Item	***Amount of Fee per Financial year.**	**No of Financial year**	**Taxes (D)=(Tax Rate)*(B)*(C)**	**Total Amount inclusive of tax (E)=(B)*(C)+(D)**
As per Scope of Work for each Financial year		One		

***It is all inclusive amount of Fees to be charged for the work.**
No Out of Pocket expenses / T A / DA will be paid.

Rate are called for Financial year	**F.Y. 2020-21.**

Date :
Place:

Signature
Name of authorised person
In the capacity of
On behalf of

Name and address of the firm

Prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch and should be inclusive of all taxes.

Date:
Place:

Signature
Name

FORMAT OF THE NON-DISCLOSURE UNDERTAKING

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

This Agreement is made as of the _____ 2020 between **BHARAT SANCHAR NIGAM LIMITED (BSNL)** a Government of India Enterprise, having its Corporate office at Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s ---------- ---------- a _____ incorporated / established under the provisions of _____, and having its registered office at ---------- ---------- herein after called "----------" which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in **Exhibit A** (the "Business Purpose"), BSNL and **M/s----------** recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information"). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty(30) days of the initial disclosure.

2. M/s _____and BSNL hereby agreed at during the Confidentiality Period:

   a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in Exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties.

      The receiving party may, however, disclose the Information to its consultant and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultant and contractors to terms at least as restrictive as those stated

herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate: The information

a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or

c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or

d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

e) is disclosed with the prior consent of the disclosing party; or

f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or

g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information, only with the disclosing party’s prior written approval. Each party agrees to comply with any and all terms and conditions the disclosing party may impose.

5. Each party recognizes and agrees that all of the disclosing party’s Confidential Information is owned solely by the disclosing party and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such

disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.

7. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The disclosing party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

8. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

9. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

10. That in case of any dispute or differences, breach & violation relating to the terms of the Agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman and Managing Director (CMD) of BSNL or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other-wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD BSNL shall appoint another person to act as Arbitrator in place of out-going Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. M/s _____will have no Objection in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment there of or any rules made thereof.

11. This Agreement and **Exhibit A** attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

12. This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

M/s _____	**BHARAT SANCHAR NIGAM IMITED**
Signature:_____	Signature:_____
Printed Name: _____	Printed Name:_____
Title:_____	Title:_____

Exhibit A

Business Purpose: **Tender ForAppointment of Consultants for Finalaisation of Accounts for the Financial Year 2020-21.**

1. Confidential Information of M/s - _____

2. Confidential Information of Bharat Sanchar Nigam Limited(BSNL):

- All information shared, in oral or in written form, by BSNL with M/s _____
- Number of subscriptions, consumption pattern etc

M/s _____

Signed

M/s _____	**BHARAT SANCHAR NIGAM IMITED**
Signature:_____	Signature:_____
Printed Name: _____	Printed Name:_____
Title:_____	Title:_____

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

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) contd.	(iii) If *detection of default after receipt of PG/ SD (DD,BG etc.) .*	i) Cancellation of Advance Purchase Order (APO)/Advace Work Order(AWO) ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order
	(iv) If *detection of default after issue of Purchase Order/ Work Order*	i) Termination/ Short Closure of Purchase Order /Work Order and Cancellation of APO/AWO. ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order
	Note 3:- However, settle bills for the services received in accordance with PO/WO ifpending items do not affect working or use of supplied items.	
	Note 4:- No further supplies of services are to be accepted except that required to make the already supplied services.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, bidders/ Contractors.	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.

	b) Obstructing/ Threatening other prospective bidders i.e. bidders/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of Advance Purchase Order (APO)/ Advance Work Order (AWO) and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
S. No.	**Defaults of the bidder / vendor.**	**Action to be taken**
A	B	C
4.1	Failure to supply of services and /orexecution of the work at all even in extended delivery schedules, if granted against Purchase Order/ Work Order.	i) Termination of Purchase Order/ Work Order. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply of services and /orexecution of the Work in full even in extended delivery schedules, if granted against Purchase Order/ Work Order.	i) Short Closure of Purchase Order/ Work Order to the services already received by BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Undertake purchase/ work for balance services at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5	The services are not satisfactory in accordance with the specifications mentioned in the Purchase Order/ Work Order/Contract.	BSNL may determine the price for degraded services (Financial penalty = Price – price determined for degraded services) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL .	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking '**Set off**' clause 16 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.

	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i)Termination of Purchase Order/ Work Order**.** ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods& Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. iv) Legal action will be initiated by BSNL against the Vendor if required.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the Purchase Order/ Work Order. ii) Settle bills for the services received in accordance with Purchase Order/Work Order if pending services do not affect working or use of supplied services. iii) No further services are to be accepted except that required to make the already supplied services. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

9	In the event of the vendor, its Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i)Termination / Short Closure of the Purchase order/ Work Order. ii) Settle bills for the services received in accordance with Purchase order/Work Order if pending services do not affect working or use of supplied services. iii) No further services are to be accepted except that required to make the already supplied services. Undertake recovery of financial penalty from outstanding dues of vendor including Performance Guarantee/ Security Deposit.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) Inspite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i. e. filing recovery suite in appropriate court.
	b) Inspite of Court Orders.	i)Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course The following cases may also be considered for Banning of business:	Take Action as per the directions of CBI or concerned department. i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
11	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ bidder has been guilty of malpractices such as bribery,	

	corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
12	(b) If the vendor/ bidder fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ bidder fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ bidder.	
	(c) If the vendor/ bidder fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ bidder.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		