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O/o The Chief General Manager Telecom
Telangana Circle, Room No: 311,
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भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Tender No:TSCO-23/11/16/2023-NWO-CM/441127

Dated at HD the 30.12.2023

To

All BSNL Empanelled SIM Vendors

Sub:-Inviting Financial Quotes from the BSNL Empanelled SIM vendors for supply of 128K Re-pluggable (2FF+3FF+4FF) 5G NSA Ready USIM cards to BSNL, Telangana Telecom Circle through e-Tender- Reg.

Ref:- 1.BSNL CO tender no: CA/CM/Empanelment-SIM vendors/T-543/2016 Dtd: 05.04.2016
2. SOP Lr No: BSNLCO-NGSM/18(11)/1/2020-NWP-GSM-II –Part(1) dated 28.07.2021
3. CO-ND Lr No: BSNLCO-NGSM/18(11)/1/2020-NWP-GSM-II-Part(1) dated 27.04.2023

The CGM Telecom, Telangana Circle is pleased to invite the Financial Quotes from the BSNL empanelled SIM Vendors for the supply of **06 Lakh 128K Re-pluggable (2FF+3FF+4FF) 5G NSA Ready USIM Cards** to Telangana Telecom Circle as per the terms and conditions of the Empanelment of SIM vendors authorized by the BSNL Corporate office as laid down in letters referred above.

TERMS & CONDITIONS:

- 1. Type of SIM Card:** 128K Re-pluggable (2FF+3FF+4FF) 5G NSA Ready USIM Card
 - 2. Quantity:** 06 Lakh Nos.
 - 3. Specification No:** BSNLCO-NGSM/18(11)/1/2020-NWP-GSM-II-Part-1 dated 03 April 2023. (With Cell tick Applet Version 18.1 or above and WIB version 1.3 or above with amendments if any)
- **19 Digit ICCID number to be printed on the USIM Card in the form of BAR/QR Code.**

4. Tender Schedule:

- i. **Tender Publishing Date** : 17:00 hrs of 30/12/2023
- ii. **Document Download Start Date** : 17:15 hrs of 30/12/2023
- iii. **Bid Submission Start Date** : 17:15 hrs of 30/12/2023
- iv. **Bid Submission End Date** : 12:30 hrs of 22/01/2024
- v. **Bid Opening Date** : 15:00 hrs of 22/01/2024

Validity of the Bid: 180 days from the date of bid opening.

Contract Period: One year from the date of acceptance of APO with extension of one more year.

5. Financial Quotes are to be submitted through e-Tendering process as per the instructions in the Annexure-I.

The relevant documents should be uploaded in the e-Tender Portal (<https://etenders.gov.in/eprocure/app>) and the documents are to be submitted offline to **AGM (MM), Room No:309, O/o CGMT, 3rd Floor, Doorsanchar Bhavan, Abids, Nampally Station Road, Hyderabad-500 001** on or before **12:30 hrs of 22/01/2024** in a sealed cover in the enclosed proforma. The Financial bid is to be signed by the authorized signatory of the firm.

The bids shall be opened on **15:00 hrs of 22/01/2024** by TOC.

Note: Declaration of Udyam Registration Number (URN) Number by MSE bidders on Central Public Procurement (CPP) Portal is mandatory, failing which such MSE bidders will not be able to enjoy the benefits as per public procurement policy for MSEs order 2012 with latest amendment for Tenders invited electronically through CPPP. (Self-declaration indicating the statement of declaration of URN by MSE bidders on CPPP is required to be uploaded by MSE bidder in a Company Letter head with online bid on e-tender portal for claiming benefits for MSE bidders). Bidder has to submit "Latest & Valid MSE certificate" along with Self-declaration indicating the statement of declaration of URN Number on CPPP as mentioned in above note with his/her online bid on e-tender portal. The enlistment certificate issued by MSE should be valid on the date of opening of tender.

6. Bid Security/ EMD: The Estimated cost of procurement is Rs. **2,59,00,000/-** (Rupees Two Crores Fifty Nine Lakh only) and as such Bid security of Rs. **6,11,240/-** (Rupees Six Lakh Eleven thousand Two hundred and Forty only) is to be submitted along with the Financial quote in the form of EMD as per the Annexure-II in favour of **Accounts Officer (Cash), BSNL, TS Circle Office, Hyderabad** valid for 210 days from the date of opening of the Bid. The Financial quote will be rejected, if bid security is not submitted.

Only **MSE bidders** i.e. Micro and Small Enterprises are exempted from payment of EMD (Bid Security) and valid proof may be submitted to that effect for claiming such exemption. **Kindly note that Medium Scale enterprises are not entitled for the provisions for MSEs.**

7. Documents to be submitted online:

- a) Valid Provisional TSEC Certificate.
- b) Duly Signed Tender Document.
- c) Price Schedule is to be submitted only online.
- d) Proof of empanelment.

8. Documents to be submitted offline:

- a) Valid EMD towards Bid Security as per Annexure-II.
- b) Proof of MSE vendor, if applicable.
- c) Self-attested GST registration certificate.
- d) A self-declaration that Non-black-listed by GST Authority/BSNL.
- e) "Trusted sources" Certificate obtained from NSCS (TTP) as per DoT guidelines for the product offered.

9. Valid Provisional TSEC certificate for the product offered may be enclosed or it may be stated that applied for TSEC (QF103) or for extension as the case may be and such proof may be attached. The valid TSEC certificate is to be produced within one week from the date of issue of APO, if not submitted during bid submission.

10. The bidder shall be bound and obliged to comply with the guidelines regarding '**Trusted products**' issued by DoT vide File No. 20-271/2010 AS-I (Vol-III) dated 10.3.2021 along with its amendments time to time, if any, shall be applicable. Accordingly, the bidder shall supply only trusted product from trusted source.

11. Delivery Schedule: The delivery of goods should be made to the consignee within 4 weeks (i.e. 28 days) from the date of issue of technical data.(Address and delivery schedule will be mentioned in Purchase Order).

12. The **validity of the tender** may be extended for one more year.

13. The quantity stated above is estimated only and BSNL reserves the right to vary the tender quantity to the extent of -25% to +25% of the specified quantity at the time of award of the contract i.e., APO without change in unit price and all other terms and conditions.

14. Distribution of Quantity:

a) Minimum 25% of the tender quantity is earmarked for MSE bidders (within L-1 + 15% range) with L-1 quoted price and rest of the quantity i.e. 75% is unreserved. This unreserved quantity is distributed to two vendors in 60:40 ratio at L-1 quoted price as per the table shown below

No. of Bidders to be approved	Quantity allotted to respective bidders		Min. Quantity earmarked for one MSE bidder
	L-1	L-2	MSE Bidder
Two bidders	45%	30%	25%

b) If no eligible MSE bidder (i.e. within L-1 +15% range) is available (or) no MSE bidder is unable to supply at L-1 quoted price, then aforesaid earmarked 25% quantity shall be de-reserved and the allotted quantity for other general bidders (i.e. unreserved quantity) will be restored to 100% (instead of 75%) and the distribution of the quantity will be as per the table shown below:

No. of Bidders to be approved	Quantity allotted to respective bidders	
	L-1	L-2
Two bidders	60 %	40 %

c) In case of more than one MSE bidders, only one MSE bidder with lowest quoted rate will be offered 25% quantity earmarked for MSE bidder at L-1 rate.

d) In case there is only one bidder has become responsive and there is no successful L-2 bidder, then this unreserved total part is to be supplied by L-1 bidder only.

15. Performance Bank Guarantee: 5% value of the APO + GST @ 18% is to be submitted in the form of PBG, which shall be valid for two years and six months along with agreement for one year and unconditional / unequivocal acceptance letter of APO **within 14 days** from the date of issue of APO.

If all the required documents are not received within **14 days** from the date of issue of APO, the APO in question shall be deemed to be withdrawn and shall constitute sufficient ground for the annulment of the award of work 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.

In case of need at a later date, the validity of Performance Bank Guarantee shall be extended to cover the warranty period of SIMs.

16. Payment terms

16.1. The Payment shall be made on proof of receipt of goods by the consignee. For claiming 95% payment the following documents to be submitted to the paying authority.

- (i) Invoice(in triplicate) including GST, clearly indicating breakup details of composite price i.e. Basic, GST, any other duties and taxes etc.
- (ii) Delivery Challan in duplicate with duly signed by the consignee with receipt date.
- (iii) Supplier Certificate of dispatch in duplicate
- (iv) LR/RR/GR with signature of consignee.
- (v) E-waybill number should be mentioned on the invoices
- (vi) Advanced stamp receipt.
- (vii) Warranty Certificate.
- (viii) Purchase order and DP extensions if any in duplicate.
- (ix) Proof of payment of Octroi/Entry tax etc., if any, which will be paid extra as per actuals, wherever applicable.
- (x) If the supplier fails to furnish necessary supporting documents i.e., excise/customs Invoices etc., in respect of the duties/taxes which are leviable, the amount pertaining to such duties/taxes will be deducted from the payment due to the firm.
- (xi) Inspection certificate issued by the Inspecting authority.
 - (i) Ordering authority copy (ii) Payable copy in original, if the QA is not waived off.

16.2 The balance 5% payment shall be released after 6 months from the date of supply of the material in case there are no damages/shortages. In those cases where such shortages/damages are intimated to the Supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provisions of the PO. For claiming 5% payment the following documents are to be submitted to paying authority.

- (i) Invoice for 5% payment in triplicate.
- (ii) Advance stamp receipt.
- (iii) Copy of invoice supplied for 95% payment in duplicate.
- (iv) Copy of Delivery Challan supplied for 95% payment in duplicate.
- (v) Copy of Purchase order and DP extensions if any in duplicate.

16.3 Form C and also a certificate stating that tendered items (Stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.

16.4 100% Payment (in place of 95%) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 5% of the value of supplies valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In those cases, where such shortages/damages are intimated to the supplier in writing, the supplier shall extend the Bank Guarantee without fail for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Circle Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Bid Document/Purchase Order.

17. LIQUIDATED DAMAGES

17.1 The date of delivery of the stores stipulated in the acceptance of the Tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 17.2 below.

However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 17.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.

17.2 While granting extension of delivery period as per clause 17.1, the liquidated damages shall be levied as follows:

- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and / or undelivered material / supply for each week of delay or part there off or a period upto 10(TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/or undelivered material/ supply for each week of delay or part thereof or another TEN weeks of delay.
- (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond twenty weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles stating reasons and justifications for grant of extension of delivery period beyond twenty weeks.
- (c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. The amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension of delivery period has been sought.

The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.

- (d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.

(e) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration.

However, when supply is made to the ultimate consignee within 21days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.

(f) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para(a).

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

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

- a) The Store has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.
- b) QA has cleared the equipment for dispatch within the contracted original delivery period.
- c) The Supplier has carried out dispatch/dispatched the Tendered item in contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.

- d) The Store should be received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.
 - e) The grace period of 21 days shall be allowed only in those cases which fulfill all the conditions given in Para(a) to (d) above. During grace period no LD charges shall be levied.
18. The BSNL reserve the right to cancel Purchase Order if the agreed delivery Schedule is not adhered by the supplier. Any loss arising out of such delays in the supply of the material shall be on the supplier account.
19. **Material Quality and Penalties:** -The supplied material should be of good quality as per the specifications approved by the BSNL, failing which the materials will be rejected. The vendor will be penalized with Rs. 50,000/- for the first time complaint & Rs. 1 Lakh for the second time complaint & 2 Lakhs for the third time complaint and PBG will be encashed by BSNL for the complaints received fourth time or afterwards and the vendor will be blacklisted.

20. Warranty:

20.1 The Supplier shall warrant the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings.

The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising due to faulty material, design or workmanship such as corrosion of the material, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at its own cost when called upon to do so by the purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints noticed prior to such date) **twelve months** after the stores have been taken over.

20.2 If it necessary for the supplier to replace or renew any defective portion(s) of the equipment / Stores under this clause, the provisions of the clause 10.1 of Sec-5 Part A of original tender document (vide ref(i)) shall apply to the portion(s) of the equipment so replaced or renewed or until the end of above mentioned twelve months, whichever may be later.

If any defect is not remedied by the supplier within a reasonable time, the purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

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

21. Standard Operating Procedure(SOP) guidelines for personalization of SIM cards issued by DoT vide File no- 800-4/2017/AS.II dated 16.07.2021 along with all its amendments time to time, if any, shall be applicable.

22. The PMI-MII 2017 orders along with all its amendments and revisions as per DPIIT & DoT, Govt of India Guidelines with latest amendments, if any, shall be applicable. Preference will be given to class-I category (as per policy dated 16.09.2020) of local manufacturers.

23. Amendments/ guidelines relating to procurement of Telecommunication Equipment in respect of Unified License Agreement and ISP License Agreement, issued by DoT vide No. 20-271/2010AS-I (Vol-III) dated 10.03.2021 and No. 820-01/2006-LR (Vol-II) (Pt.-3) dated 12.03.2021, along with latest amendments, if any, shall be applicable.(Trusted Sources)

24. Inspection for 128K(2FF+3FF+4FF) Re-pluggable 5G NSA Ready USIM cards will be done by BSNL QA Circle.

25. For further details kindly visit our website: www.telangana.bsnl.co.in or _ procurement Portal <https://etenders.gov.in/eprocure/app>

26. Court Jurisdiction: All the disputes arising out of this financial quote, evaluation of bid, issue of APO and other issues related to this tender are subjected to jurisdiction of Hyderabad.

27. All the Terms & Conditions of the BSNL Corporate office tender No: CA/CM/Empanelment-SIM/USIM/T-579/2017 Dt. 09.05.2017 and that of CA/CM/Empanelment SIM cards/T-483/2014 Dt.30.09.2014 and that of CA/CM / Empanelment SIM cards/T-496/2014 Dt. 24-12-2014 and that of CA/CM/Empanelment SIM cards/T-543/2016 Dt.05-04-2016 are applicable.

28. e-Tendering instructions are enclosed in Annexure-I.

This is issued with the approval of CGMT, Telangana Telecom Circle.

Asst. General Manager(MM)
O/o CGMT, Telangana Telecom Circle,
BSNL, Hyderabad-500 001.

Enclosures:

- a. Annexure-I for e-Tendering instructions to bidders.
- b. Annexure-II for Performance Bank Guarantee.
- c. Annexure-III for price schedule Proforma.

ANNEXURE-I
E-tendering Instructions to Bidders

These Special Instructions (for e-Tendering) supplement the 'Instruction to Bidders', as enclosed in Section-4 Part-A of BSNL corporate office empanelment tender document no: CA/CM / Empanelment SIM cards/T-543/2016 dtd: 05.04.2016.

Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, Telangana Telecom Circle, BSNL, Hyderabad using the portal <https://etenders.gov.in>

I. Tender bidding Methodology:

Sealed Bid System – Single Stage Using Two Envelopes, after opening of the financial bids. In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

II. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create users and assign rolls on ETS
4. View notice inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to tender documents on ETS Query to BSNL (Optional) View response to queries posted by BSNL, as addenda.
7. Bid submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
9. View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders).
11. Participate in e-reverse auction on ETS, if required.

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1:- It is advised that all the documents to be submitted (See clause 4 of section II part B) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Financial bid template (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The Financial bid template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

Note 2:- While uploading the documents, it should be ensured that the file name should be the name of the document itself.

III. Digital Certificates: For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate(DC), also referred to as Digital Signature Certificate(DSC), of Class2 or above, issued by a Certifying Authority(CA) licensed by Controller of Certifying Authorities(CCA).[refer <http://www.cca.gov.in>]

IV.Registration: To use the Electronic Tender portal (www.etenders.gov.in), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User(SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration'(on the Home Page),and follow further instructions as given on the site.

Please contact Helpdesk (as given below), to get your registration accepted/activated. NIC, Helpdesk

For any technical related queries please call at 24 x 7Help Desk Number:
0120-4200462,0120-4001002,0120-4001005,0120-6277787

Email Support:

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

Telephone(Toll Free)18002337315

[Between10:00hrs to 18:00hrs on working days]

E-mail ID: cppp-nic@nic.in(Pleasemarkcctosupport-nic@ncode.in)

BSNL Contact Persons:

AGM(MM) No: 9490197225[between 10.00hrs to 17:30hrs on working days]

I. Bid related Information for this Tender (Sealed Bid) The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- 1) Valid Provisional TSEC Certificate
- 2) Duly Signed Tender Document
- 3) Price Schedule is to be submitted only online.
- 4) Scanned copy of Performance Bank Guarantee as per Annexure-II.
- 5) Scanned copy Proof of MSE vendor if applicable.
- 6) Scanned copy of self-attested GST registration certificate.
- 7) A self-declaration that Non-black-listed by GST Authority/BSNL.

II. Offline Submissions: The bidder is requested to submit the required documents of the Bid, through offline to AGM (MM), Room No: 309, O/o CGMT, 3rd Floor, Doorsanchar Bhavan, Circle Office, Abids, Nampally Station Road, Hyderabad - 500001 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DONOT OPEN BEFORE'(due date & time).

- i. Valid EMD towards Bid Security as per Annexure-II.
- ii. Proof of MSE vendor, if applicable.
- iii. Self-attested GST registration certificate.
- iv. A self-declaration that Non-black-listed by GST Authority/BSNL.
- v. "Trusted Sources" Certificate.

III. Online Submissions: The following documents must be submitted online.

- Valid Provisional TSEC Certificate.
- Duly Signed Tender Document.
- Price Schedule is to be submitted only online.
- Proof of empanelment.

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

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

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

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

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

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

The format of the chart is based on the inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and / or Financial Comparison Chart enhances Transparency.

Detailed instructions:

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

VI. Other Instructions: For further instructions, the vendor should visit the home-page of the portal <https://etenders.gov.in/e procure/app> and go to the User-Guidance Center. The help information provided through 'ETS User-Guidance Center' is available in three categories.

Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

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

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

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

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

VII. Minimum Requirements at Bidder send

- Computer System with good configuration
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

ANNEXURE-II

PROFORMA for the BID SECURITY/ EMD Guarantee

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

Sub:- Bid Security/EMD guarantee.

1. 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/...../20XX (Hereafter known as the "Validity date") in favour of **AO (Cash), BSNL, O/o CGMT, Telangana Telecom Circle, Hyderabad** (Hereafter referred to as BSNL) for participation in the tender for the work ofVide 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".
2. 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 on 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 here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained ;

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

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

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of **AO (Cash), BSNL, O/o CGMT, Telangana Telecom Circle, Hyderabad** payable at Hyderabad.

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

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers Fax numbers.....

ANNEXURE III

Price Schedule for supply of 128K (2FF+3FF+4FF) Repluggable 5G NSA Ready USIM cards for Telangana Telecom Circle

S. no	Item Description	Total Quantity (Nos)	Basic Unit Price in Rs. (excluding all taxes and charges)	FF Packing		GST						All Inclusive of Unit Cost	Amount of Input Tax credit(I TC)to Be available by BSNL	Unit Price Excluding ITC Amount (Net Unit Cost to BSNL)	Total Price Inclusive of all Levies and charges but Excluding ITC(Net Total Cost)	HSN for Goods and SAC for services
				Rate	Amount	CGST		SGST		IGST						
						Rate	Amount	Rate	Amount	Rate	Amount					
1	2	3	4	5	6=5X4	7	8=7X (4+6)	9	10=9X (4+6)	11	12=11X (4+6)	13=4+6+ {(8+10)or 12}	14=(8+10) or12	15=13-14	16=3*15	17
1	128K 5G NSA Ready USIM Cards (with 19 Digit ICCID number to be printed on the USIM Card in the form of BAR/QR code) vide BSNL SPEC No. BSNLCO-NGSM/ 18(11)/ 1/2020-NWP-GSM-II-Part-1 dated 03 April 2023 (With Amendments, if any)	6,00,000														85235210

Notes for Bidders:

- Bidder must mandatorily quote for all GST Components (CGST, SGST and IGST) as required.
- The bidder, who submits the offer with concessional GST shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL, it should be included in the price of the goods.
- In case, the dealer is registered under compounding scheme or any rule/notification, where the BSNL is not eligible for input tax credit, then the Bidder should not disclose any amount in column no: 7 to 12 and 14.
- Percentage rate of FF and packing should be shown of basic unit price, excluding all taxes and charges. (i.e., as per centage of Col No:4)
- The FF and packing amount quoted shall not be subjected to change after bid evaluation/ordering on account of change of copper, lead base price, Changes in duties and taxes of item, etc.
- The Bidder Must mandatorily mention HSN and SAC Nos.

Declaration by bidder:

- We, hereby declare that in quoting above prices, we have taken into account the entire credit on inputs available under the GST act introduced w.e.f. 01.07.2017 and further extended on more items till date.
- Where by certify that HSN/SAC shown in Col. 17 are correct and credit of GST for the amount shown in Col 14 above are admissible as per GST laws.

Name of the Bidder

Signature of the bidder