

O/o Executive Engineer (E),
BSNL Electrical Division
3rd Floor, Door Sanchar Bhawan
Unit-IX, Janpath, Bhubaneswar - 751022
Phone – (0674) -2544902, FAX- 2540617
Email – eeebsnlbbsr@gmail.com



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



TENDER DOCUMENT

NIT No: 81 /BSNL/BSR/2020-21

Name of work: Replacement of faulty spout of 630A 11KV VCB and repairing & Servicing of 11KV HT panels & Servicing of 1250 KVA 11KV/0.415 KV resin cast dry type Transformers & replacement of faulty panel heaters and thermostats with associated works at Telephone Bhawan, Bhubaneswar

Regd. Office : Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi-110 001
Website: www.bsnl.co.in



BHARAT SANCHAR NIGAM LIMITED
(A GOVT OF INDIA ENTERPRISE)

O/o Executive Engineer (E), BSNL Electrical Division
3rd Floor, Door Sanchar Bhawan, Unit-IX, Janpath, Bhubaneswar - 751022
Phone – (0674) -2544902, FAX- 2540617, Email – eeebsnlbbsr@gmail.com

NIT NO- 81 /BSNL/BSR/2020-21

NAME OF WORK: Replacement of faulty spout of 630A 11KV VCB and repairing & Servicing of 11KV HT panels & Servicing of 1250 KVA 11KV/0.415 KV resin cast dry type Transformers & replacement of faulty panel heaters and thermostats with associated works at Telephone Bhawan, Bhubaneswar

INDEX

S.No	Item	Page No.
1	Cover page	1
2	Index	2
3	SECTION-1, Part-A: Detailed Notice Inviting e-tender (DNIT)	3-8
4	SECTION- 2: Tender Information & SECTION- 3 Part A- Scope of work	9
5	SECTION- 3 Part B: & Technical Specifications	10-13
6	SECTION- 4 Part A: General Instructions to Tenderer (GIT)	14-23
7	SECTION- 4 Part B: Special Instructions to Tenderer (SIT)	24
8	SECTION-5 Part A: General (Commercial) Conditions of Contract	25-32
9	SECTION-5 Part B: Special (Commercial) Conditions of Contract	33-37
10	SECTION- 6: Undertaking & Declaration (6A , 6B & 6C)	38-39
11	SECTION- 7A & 7B: Proformas for the Tender Security/EMD & Performance Guarantee	40-43
12	SECTION- 8: Tenderer's profile & Questionnaire.	44-45
13	SECTION-9 Part-A: Tender Form	46
14	SECTION-9 Part-B: Priced Schedule of work	47
15	Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)	48-51

This Tender Document contains 51 pages



BHARAT SANCHAR NIGAM LIMITED
(A GOVT OF INDIA ENTERPRISE)

O/o Executive Engineer (E), BSNL Electrical Division, Bhubaneswar
3rd Floor, Door Sanchar Bhawan, Unit-IX, Janpath, Bhubaneswar - 751022
Phone – (0674) -2544902, FAX- 2540617, Email – eeebsnlbbsr@gmail.com

SECTION-1
DETAILED NOTICE INVITING TENDER (DNIT)

Tender is hereby invited by the Executive Engineer (E), BSNL Electrical Division, Bhubaneswar on behalf of CMD, Bharat Sanchar Nigam Limited (A Government of India Enterprise) on item rate basis for the following work:

NIT NO- 81 /BSNL/BSR/2020-21					
Sl. no	Name of the Work	Estimated Cost i/c GST	Time of Completion of work	Tender Security / Earnest Money Deposit	Tender Cost (i/c GST)- Non Refundable
1.	Replacement of faulty spout of 630A 11KV VCB and repairing & Servicing of 11KV HT panels & Servicing of 1250 KVA 11KV/0.415 KV resin cast dry type Transformers & replacement of faulty panel heaters and thermostats with associated works at Telephone Bhawan, Bhubaneswar	₹ 1,84,489/-	15 days	₹ 3,690/-	₹ 590/-

2.1 PURCHASE OF TENDER DOCUMENT:

Tender document can be obtained by downloading it from the website www.odisha.bsnl.co.in/tender. Tender document can also be obtained from the Office of the Executive Engineer (E), BSNL Electrical Division, 3rd Floor, Door Sanchar Bhawan Unit-IX, Bhubaneswar – 751022, during all working days by paying the requisite tender cost / online payment proof along with a written application.

2.2. PAYMENT OF TENDER COST : The intending tenderer has to pay Tender cost through Demand Draft/ Banker's cheque, to be drawn in favour of "A.O. Cash, BSNL, O/o GMTD, Bhubaneswar "and payable at "Bhubaneswar". *The Tender Cost is non refundable.*

2.2.1. Tender Cost can also be paid to BSNL online as per the details given in Clause 5.4 below.

3.0 AVAILABILITY OF TENDER DOCUMENTS: Tender documents can be obtained from the office of the Executive Engineer (E), BSNL Electrical Division, 3rd Floor, Door Sanchar Bhawan Unit-IX, Bhubaneswar – 751022 on or before the stipulated date and time as per clause 13 of this section. The tender documents can also be downloaded from the website

4.1 ELIGIBILITY CRITERIA: - The tenderer should have

a) Financial Norms:

Average annual turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost put to tender i.e. ₹ 55,347/-

AND

b) Physical Norms:

The manufacturer/authorized dealer /OEM of any of the makes of major equipment included in the NIT. The letter of authorization from manufacturer in original/ photocopy attested by BSNL Executive will be submitted.

OR

Experience of having successfully completed similar works in BSNL during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :

➤ Three similar successfully completed works costing not less than the amount of Rs.73,796/- each.

OR

➤ Two similar successfully completed works costing not less than the amount of Rs.1,10,694/- each.

OR

➤ One similar successfully completed work costing not less than the amount of Rs.1,47,592/-

OR

➤ BSNL enlisted contractors of Class-IV & above in Electrical category.

Note-1: Similar work stands for "SITC/Repairing of 11KV HT VCB panels / Repairing of Indoor Transformer Sub Stations".

- a) Valid PAN
- b) Valid GST Registration No. or exemption certificate no.
- c) Valid Electrical License of appropriate voltage (HT in this case) issued by any state Govt.

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

4.3 . The tenderer shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender. All documents submitted will also be self-attested by the tenderer.

5. TENDER SECURITY/EMD:

5.1 The tenderer shall furnish the tender EMD in one of the following ways:-

- a) Demand Draft/ Banker's cheque drawn in favour of **"A.O. (Cash), BSNL, O/o GMTD, Bhubaneswar "and payable at "Bhubaneswar". OR**
- b) Bank Guarantee from a scheduled bank drawn in favour of **"A.O. (Cash), BSNL, O/o GMTD, Bhubaneswar"** which should be valid for 120 days from the tender opening date.

c) FDR/TDR pledged in favour of “A.O. (Cash), BSNL, O/o GMTD, Bhubaneswar” .

5.2 The MSE units shall be exempted from submission of Tender Security deposit/EMD on production of requisite proof in respect of valid certification from MSME for the tendered item. **(The MSE units are advised to check their eligibility for availing exemption from submission of Tender Security deposit/EMD with reference to the nature of activities / business / items & materials mentioned in their MSE certificate issued by competent authority)**

5.3 VALIDITY PERIOD OF TENDER SECURITY / EMD:

The validity period of the EMD should be 30days beyond the Tender validity i.e. 90 days + 30 days= 120 days (tender validity period is 90 days).

5.4 ONLINE PAYMENT OF TENDER COST AND EMD:

Tender cost and EMD can be paid online to BSNL as per the Bank account details given below. Self attested copy of Print out of the payment proof bearing Transaction ID/UTR no., Account no. and amount paid should be submitted along with tender document. Otherwise the Tender will be entail for rejection.

Name of the Bank and Branch	UNION BANK OF INDIA, BHUBANEWAR
Accounts Name	A.O(Cash), BSNL, O/o GMTD Bhubaneswar
Account Number	380801010035275
IFC Code	UBIN0538086
Address of the Bank	Ashok Nagar Branch, Bhubaneswar- 751009, Odisha
MICR Code	751026002
Contact No	Tel.No.0674-2541969

6.0. SUBMISSION OF TENDER DOCUMENTS:

Tender Documents are to be submitted in sealed envelopes as detailed given below by dropping in the Tender box and to be addressed to the **Executive Engineer (E), BSNL Electrical Division, 3rd Floor, Door Sanchar Bhawan Unit-IX, Bhubaneswar – 751022** on or before the stipulated date and time as per clause 13 of this section.

- (i) **Envelope no.1:** The Envelope no. 1 should contain the Original Tender Cost as per clause 2.1 to 2.2 and EMD instrument as per clause 5.1 to 5.3, credentials, undertakings, declarations etc. as listed in clause 6.1 below and should be subscribed as “Tender Cost, EMD & Credentials”.
- (ii) **Envelope no.2:** The Envelope no. 2 should contain the Tender Document and priced schedule duly filled up, signed and sealed by the tenderer and should be subscribed as “Tender Document and Priced Schedule”.
- (iii) **Envelope no.3:** The Envelope no. 3 should contain the Envelope no.1 and Envelope no.2. and should be written the NIT Number, Name of work, Name of Contractor, Date of opening of Tender etc..

6.1 List of documents to be submitted along with the tender: All the photocopy documents should be self attested by the supplier /contractor with seal. Non compliance will entail rejection of tenders.

Sl. No	Description of Documents
1	Original Instrument towards Tender cost. (As per Clause no.1 to 2.2 of "Detailed NIT") OR self attested scan copy of transaction details for online payment showing UTR Number.
2	Original Instrument towards EMD/Tender Security. (As per Clause 5.1 to 5.3 of the "Detailed NIT") OR self attested scan copy of transaction details for online payment showing UTR number.
3	Documentary proof of satisfying eligibility conditions against clause 4.1 a), 4.1b), 4.1 c) & 4.1 d) as follows.
a)	Turn Over Certificate of the firm from Chartered Accountant for last 03 years.
b)	Letter of Authorisation from Original Manufacturer in original Or Photo copy attested by any BSNL Executive. OR
c)	Work Completion / Experience certificate (s) from any Central Government /State Government /Central Autonomous Body/Central Public sector Undertaking for works completed no later than 7 years and issued not below the rank of Executive Engineer /AGM (E). OR
d)	Valid BSNL EnlistmentLetter
4	PAN card issued by Income Tax Department, Govt. of India.
5	Valid GST Registration Certificate issued by statutory authority.
6	Valid Electrical License of appropriate voltage (HT) issued by any State Govt.
7	MSME registration certificate for the tendered items/ work, if applicable
8	Declarations and Under takings as below
a)	Section : 6(A): Understanding for the terms & condition of Tender & specifications of work
b)	Section : 6 (B): Undertaking Regarding EPF & ESI
c)	Section : 6 (C): Near Relationship Certificate
9	Section: 8: Tenderer / Bidder's profile & Questionnaire.
10	Section: 9 Part-A: Tender Form

6.2 Original Tender Document downloaded from the website or obtained from the office of the **Executive Engineer (E), BSNL Electrical Division, 3rd Floor, Door Sanchar Bhawan Unit-IX, Bhubaneswar – 751022** is to be submitted after duly filled up the rates both in figures and words, signed and sealed by the tenderer (s).

6.3 The tenderer should write the "Name of work, NIT No. Name of tenderer, Date of opening" on the cover of the envelopes.

Note.2 Tenders received by post or after the scheduled time and date will not be entertained.

Note 3: In case the date of submission/opening of tender is declared to be a holiday, the date of submission/opening of tender will get shifted automatically to next working day at the same scheduled time. Any change in tender submission/opening date due to any other unavoidable

reason will be notified through BSNL website. Therefore, all intending tenderer are requested to check the website: www.odisha.bsnl.co/tender regularly.

7.0 _OPENING OF TENDER TENDERS AND AWARD OF WORK:

Tenders will be opened in the office of **the Executive Engineer (E), BSNL Electrical Division, 3rd Floor, Door Sanchar Bhawan Unit-IX, Bhubaneswar – 751022** on the stipulated time and date as per clause 13 of this section.

- 7.1 Envelope no.1 will be opened first and Techno commercial documents of the participating tenderers will be verified. Tender Cost, EMD, documents satisfying the eligibility, physical & financial criteria along with declarations, under takings, registrations certificates etc. will be verified and techno commercial eligibility will be evaluated accordingly.
- 7.2 Thereafter, the Tender document along with Priced schedule of only the technically qualified tenderers will be opened.
- 7.3 Incomplete, ambiguous, Conditional, unsealed tenders and without Tender Cost & EMD are liable to be rejected.
- 8.0** Executive Engineer (E), BSNL Electrical Division, Bhubaneswar reserves the right to accept or reject any or all tender tenders invited by him without assigning any reason. He is not bound to accept the lowest tender.
- 9.0** The tenderer shall not make any addition / deletion / corrections in the downloaded tender document and it is to be identical to the tender document appearing on the website.
- 10.0** In case of any correction/ addition/ alteration/ omission in the tender document, the tender tender shall be treated as non-responsive and shall be rejected summarily.
- 11.0** The responsive tenderer is to be asked to produce the original documents for verification if required. In case the tenderer fails to furnish the same, they are likely to be disqualified and their tenders are to be rejected.
- 12.0** The lowest responsive tenderder who meets the eligibility criteria, technical and commercial requirements will be declared successful and work will be awarded by maintaining all the codal formalities laid down in the tender documents.

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

13.0. CRITICAL DATES FOR TENDER EVENTS:

CRITICAL DATES		
S.NO	EVENT	DATE & TIME
1	Availability of hard copy of Tender Documents from Division office Or for downloading from the BSNL website: https://odisha.bsnl.co.in/tender	10-Dec-2020
2	Last Date & Time of issue of Tender Documents from Division office	18-Dec-2020, 05:00 PM
3	Tender Submission Start Date and Time	11-Dec-2020, 11:00 AM
4	Tender Submission End Date & Time	18-Dec-2020, 03:00 PM
5	Tender Opening Date and Time	19-Dec-2020, 03:30 PM
For Details please visit: https://odisha.bsnl.co.in/tender		

Executive Engineer (E)
BSNL Electrical Division
Bhubaneswar

No- Plg-04/BSNL-EDB/324

Date: 09.12.2020

Copy to-

- 1) Chief Engineer (E), BSNL Electrical Odisha Zone, BBSR for kind information.
- 2-3) E.E (E), BSNL Electrical Division, Cuttack / Sambalpur.
- 4) The A.O (Cash) , BSNL , O/o the GMTD, Bhubaneswar.
- 5) Notice Board/BSNL Web site.

Executive Engineer (E)

SECTION-2

TENDER INFORMATION

1. **Type of tender- :**
 - a) **No. of stages for Tender Submission** : One stage 1tender
 - b) **No. of Envelopes for offline submission** : 03 nos.
2. **Tender Validity Period / Validity of tender offer** : 90 days from the tender opening date.
3. **Payment terms:**

Payments will be regulated as per clause.14 of SECTION – 5 Part B
“SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)”
4. **Time Period allowed for completion of work : 15days**
5. **Type of Project work** : External Project works of Govt of Odisha (ORERA)

SECTION- 3 Part A

SCOPE OF WORK

A. General:

This work broadly consists of: Repairing & Servicing of 630Amps 11KV VCBs, HT panels, 1250 KVA 11KV/0.415KV Indoor Transformers, replacement of damaged/faulty components/accessories and associated works.

B. Scope of work: Details Scope of work as per the price scheduled /schedule of work provided in Sec 9 B

SECTION- 3 Part B

TECHNICAL SPECIFICATIONS

A. GENERAL

1. **Drawings:**
 - i. The work shall be carried out in accordance with drawings enclosed in the tender with modifications thereof from time to time etc. as approved by the Engineer In Charge.
 - ii. All circuits shall be indicated and numbered in the wiring diagram and the points shall be given the same number as the circuits to which they are electrically connected.
2. **Conformity to IE Act, IE Rules and Standards:**

All Electrical work shall be carried out in accordance with the provision of IE Act 2003 and IE Rules' 1956 amended up to date.
3. **General Requirement of Components:**
 - i. **Quality of Materials:** All materials and equipments supplied by the Contractor shall be new. They shall be of such design, size and materials as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.
 - ii. **Inspection of Materials:** Materials and equipments to be used in the work shall be inspected by the departmental officers at site/manufacturer's premises / factory/workshop etc. For fabricated equipments, the drawings shall be got approved by the Engineer In Charge before fabrication at workshop. Materials test certificate shall be submitted by the Contractor.
4. **Ratings of Components:**
 - i. All components in a wiring installation shall be appropriate ratings of voltage, current and frequency as required at respective sections of electrical installations in which they are used.
 - ii. All conductors, switches and accessories shall be such size as to be capable of carrying minimum current which will normally flow through them, without their respective ratings being exceeded.
5. **Conformity to Standards:**

All components shall conform to relevant Indian Standards specifications. Materials with ISI certification marked shall be preferred.
6. **Workmanship:**

Good workmanship is an essential requirement to be complied with. The entire work of manufacture, fabrication, assembly and installation shall conform to sound Engineering Practice.
7. **Use of quality materials:** Only quality materials of reputed makes as specified in the tender will be used in work.
8. **Fabrication in reputed workshop:**

Switch boards and Lt panels shall be fabricated in a factory / workshop having modern facilities like quality fabrication, seven tank process, powder/epoxy paint plant, proper testing facilities, manned by qualified technical personnel.

9. **Testing:**
All tests prescribed in general specifications to be done before, during and after installation shall be carried out and test results shall be submitted to the Engineer In Charge in prescribed proforma forming part of the completion certificate.
10. **Commissioning on completion of work:**
After the work is completed, it shall be ensured that, the installations tested and commissioned.
11. **Completion plan and completion certificate:**
 - i. For all work, completion Certificate in prescribed proforma shall be submitted to the Engineer In Charge.
 - ii. Completion plan shall indicate:
 - General layout of Building.
 - Location of main switch and distribution boards indicating the circuit numbers controlled by them.
 - Position of all points and their controls.
 - Types of Fittings/ Fans/ plug points etc.
 - Name of work, Contract no. name of BSNL Electrical Division/Sub-Division and Agency etc.
12. The work shall be done as per current BSNL/CPWD specifications for Electrical work as amended from time to time & Indian Electricity Rules as amended up to date.
13. The work shall be carried out under the supervision of qualified and Electrical license holder Supervisor.
14. The layout of the work will be given by Engineer-in-charge or his duly authorized representative at site of work.
15. All materials to be used on this work by the suppliers /contractors shall be got approved from the Engineer in – charge before installation at site/use at factory or workshop.
16. Any damages done to the building by the suppliers /contractors during the execution of work shall have to be made good at his cost & risk. If he does not do himself within a reasonable time determined by the Executive Engineer (E), then the same will be got done at his risk & cost departmentally after giving notice to him.
17. Bad workmanship will not be accepted and defects shall be rectified at contractor's cost to the satisfaction of the Engineer–in–charge. The progress of electrical work is to be coordinated in accordance with the availability and clearance of sites, no claim for idle staff / labour will be entertained by the department.
18. All the debris of the electrical work should be removed and the site should be cleared by the suppliers /contractors immediately after the occurring of debris, similarly any rejected materials should be immediately cleared-off from the site by the supplier/contractor.
19. The supplier /contractor shall make his own arrangement at his own cost for electrical / general tools and plants required for the work.
20. The entire installation/equipments shall be at the risk & responsibility of the supplier / contractor until these are tested and handed over to the department. However if there is any delay from the department side, the installation may be taken over in parts but the decision on the same shall rest with Engineer – in – charge which shall be binding on the supplier /contractor.
21. Notwithstanding the schedule of quantities, all items of interrelated work considered necessary

- to execute and complete the work are deemed to be included, shall be provided by the contractor at no extra cost.
22. The connections & inter-connections shall be done by the contractor wherever required for energization of the installation/equipment /machineries and nothing extra shall be paid on this account.
 23. In case some items/ part of the items have already been executed, the successful tenderer shall have to bear the cost of the same for completing the work. The recovery for such items/part of the items shall be made at the rates tendered by the contractor for the particular item if existing in the agreement. If the item does not exist in the agreement, then the recovery rate shall be prevailing market rates for the items plus/minus enhancement/reduction.
 24. Acceptable make of the materials shall be as per the makes and models mentioned in the schedule of work /Technical Specifications or as per the latest product directory of BSNL OR as per the direction of Engineer in charge.
 25. The contractor shall have to obtain prior approval from Engineer – in – charge before placing order for any specific materials. The Engineer – in – charge may approve any of the makers of brands out of the above list.
 26. All tools and plants, testing, Personal Protective Equipments (PPE) and Safety equipment/accessories required to carry out the work shall have to be arranged by the supplier / contractor at its own cost.

SECTION-4 Part A
GENERAL INSTRUCTIONS TO TENDERER (GIT)

1.0 DEFINITIONS

- (a) **"The BSNL"** means the Bharat Sanchar Nigam Ltd.(BSNL), New Delhi
- (b) **"The Tenderer"** means the individual or firm who participates in this tender and submits its tender.
- (c) **"The Supplier/Contractor"** means the individual or firm supplying the goods / Services or to execute the work under the contract.
- (d) **"The Goods/ Services/Work"** means all the equipment, machinery, and/or other materials /Services/ Work which the Supplier/Contractor is required to supply/provide/execute under the contract.
- (e) **"The Purchase Order"** means the order placed by the BSNL on the Supplier/Contractor signed by the BSNL 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. (Also called **Award letter/Work Order**).
- (f) **"The Contract Price"** means the price payable to the Supplier/Contractor under the purchase order for the full and proper performance of its contractual obligations.
- (g) **"Successful Tenderer(s)"** means the tenderer(s) to whom PO in this tender is placed.

2.0 ELIGIBILITY CONDITIONS:

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

3.0 COST OF TENDERING

- 3.1 The tenderer shall bear all costs associated with the preparation and submission of the tender. BSNL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

4.0 DOCUMENTS REQUIRED

- 4.1 The goods/services required to be supplied or work to be executed, tendering procedures and contract terms and conditions are prescribed in the tender Documents. The contents of the tender documents are specified in the covering letter.
- 4.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Tender Documents or submission of the tenders not substantially responsive to the Tender Documents in every respect will be at the tenderer's risk and may result in rejection of the tender.

5.0 CLARIFICATION OF TENDER DOCUMENTS

- 5.1. A prospective tenderer, requiring any clarification on the Tender Documents shall notify BSNL in writing by FAX or by E-mail of the BSNL as indicated in the invitation of Tender. The BSNL shall respond in writing to any request for the clarification of the Tender Documents, **which it receives 03 days prior to the date of opening of the Tenders.** Copies of the query (without identifying the source) and clarifications by the BSNL shall be uploaded on the BSNL Tender website.

- 5.2 Any clarification issued by BSNL in response to query raised by prospective tenderer shall form an integral part of tender documents and shall amount to an amendment of the relevant clauses of the tender documents.

6.0 AMENDMENT OF TENDER DOCUMENTS

- 6.1 The BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify tender documents by amendments prior to the date of submission of Tenders with due notification to prospective tenderer on BSNL tender website.
- 6.2 The amendments shall be notified in by Addendum through BSNL Tender website and these amendments will be binding on the prospective tenderer.
- 6.3 In order to afford prospective tenderer a reasonable time to take the amendment into account in preparing their tenders, the BSNL may, at its discretion, extend the deadline for the submission of tenders suitably.

7.0 TENDER FORM

The tenderer shall complete the tender form and appropriate Price Schedule furnished in the Tender Documents, indicating the goods to be supplied/Services to be provided, brief description of the goods/Services, quantity and prices as per section-9.

8.0 TENDER PRICES

- 8.1 The tenderer shall give the total composite price inclusive of all Levies, packing, forwarding, freight and insurance etc but excluding GST and octroi / entry tax which will be paid extra at actual wherever applicable. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in Section 9 Part-B .
The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the BSNL.
- 8.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- 8.2.1 The Basic Unit price (Ex-Factory Price) of the goods, GST and other applicable taxes, Freight, Forwarding, Packing, Insurance and any other Levies/ Charges already paid or payable by the Supplier/Contractor shall be quoted separately item wise if applicable.
- 8.2.2 The Supplier/Contractor shall quote as per price schedule given in Section 9 part B for all the items.
- 8.3 A tender submitted with an adjustable price quotation will be treated as non- responsive and rejected.
- 8.4 The prices quoted by the tenderer shall be in sufficient detail to enable the BSNL to arrive at the price of equipment/ system offered.
- 8.5 "**DISCOUNT** if any, offered by the tenderer shall not be considered unless specifically indicated in the price schedule. Tenderer desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".

8.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 8.1 subject to other terms and condition as stipulated in clause 20 of Section 4 Part A. Unloading charges at the consignee end shall be borne by the Supplier/Contractor and no separate charges shall be paid for transportation to individual sites for installation.

9.0 TENDER SECURITY /EMD

9.1 The tenderer shall furnish, as part of its tender, a tender security as mentioned in Section-1 (DNIT).

9.2 THE MSE TENDERER ARE EXEMPTED FROM PAYMENT OF TENDER SECURITY:

9.2.1 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 tender.

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

9.2.3 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.

9.3 The tender security is required to protect the BSNL against the risk of tenderer's conduct, which would warrant the forfeiture of tender security pursuant to Para 10.0.

9.4 A tender not secured in accordance with Para 10.1 & 10.2 shall be rejected being non-responsive at the tender opening stage and shall be returned to the tenderer.

9.5 The tender security of the unsuccessful tenderer will be discharged /returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the tender validity period prescribed by the BSNL pursuant to clause12.

9.6 The tender security of the unsuccessful tenderer will be discharged /returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the tender validity period prescribed by the BSNL pursuant to clause11.

9.7 The successful tenderer's tender security will be discharged upon the tenderer's acceptance of the purchase order satisfactorily in accordance with clause 21 and furnishing the performance security.

10.0 THE TENDER SECURITY /EMD MAY BE FORFEITED:

10.1 If the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect during the period of tender validity specified by the tenderer in the tender form or extended subsequently, or

10.2 If the tenderer does not accept the PO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 21.

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

11.0 PERIOD OF VALIDITY OF TENDERS

11.1 Tender shall remain valid for period specified in clause 2 of Tender Information. A tender valid for a shorter period shall be rejected being non- responsive.

11.2 In exceptional circumstances, BSNL may request the consent of the tenderer for an extension to the period of tender validity. The request and the response thereto shall be made in writing. The tender security/EMD provided under clause 9 shall also be suitably extended. The tenderer may refuse the request without forfeiting its tender security. A tenderer accepting the request and granting extension will not be permitted to modify its tender.

12.0 FORMAT AND SIGNING OF TENDER

12.1 The tenderer shall submit his tender, through sealed envelopes physically 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 by hand signatures by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the tender.

Note:- The BSNL may ask the tenderer(s) to supply, besides original tender, additional copy of tenders as required by him.

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

13.0 SEALING AND MARKING OF TENDERS

13.1 The tender should be submitted as per Clause 6 of Detailed NIT (Section-1)

13.2 The envelope will contain documents of tenderer's satisfying the eligibility/Technical & commercial conditions as per clause 2 of this section and clause 6/6.1 of section-1 (DNIT) with tender security & Tender cost as per clause and tender containing Price Schedules as per Section 9 Part B.

13.3 If the envelope not sealed and marked as required at para 11.1 and 11.2, the tender shall be rejected.

14.0 SUBMISSION OF TENDERS

14.1 Tenders must be submitted by the tenderer on or before the specified date & time indicated in Clause 13 of Section-I i.e. DNIT.

14.2 The BSNL may, at its discretion, extend this deadline for the submission of tenders by amending the Tender Documents in accordance with clause 6 in which case all rights and obligations of the BSNL and tenderer previously subject to the deadline will thereafter be subjected to the extended deadline.

14.3 The tenderer shall submit its tender offer against a set of tender documents purchased by him for all or some of the systems/ equipment as per requirement of the Tender Documents. He may include alternate offer, if permissible as per the tender. However, not more than one independent and complete offer shall be permitted from the tenderer.

15.0 LATE TENDERS

No tender shall be accepted after the specified deadline for submission of tenders prescribed by the BSNL.

16.0 MODIFICATION AND WITHDRAWAL OF TENDERS

The tenderer will not be allowed to modify, revise or withdraw his tender after submission prescribed for submission of tender.

17.0 OPENING OF TENDERS

17.1 The BSNL shall open tenders physically in the presence of the authorized representatives of tenderer present who chose to attend, at time & date specified in Clause-13 of DNIT (Section-1) on due date. The tenderer's representatives, who are present, shall sign the tender register. Authority letter to this effect shall be submitted by the authorized representatives of tenderer before they are allowed to participate in tender opening.

17.2 A maximum of two representatives of any tenderer shall be authorized and permitted to attend the tender opening.

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

18.0 CLARIFICATION OF TENDERS

18.1 To assist in the examination, evaluation and comparison of tenders, the BSNL may, at its discretion ask the tenderer for the clarification of its tender. The request for the clarification and the response shall be in writing. However, no post tender clarification at the initiative of the tenderer shall be entertained.

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

19.0 PRELIMINARY EVALUATION OF TENDERS

19.1 BSNL shall evaluate the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

- 19.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted does not tally with its breakup, 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 BSNL.
- 19.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier/Contractor / Contractor does not accept the correction of the errors, its tender shall be rejected.
- 19.4 Prior to the detailed evaluation pursuant to clause 18, BSNL will determine the substantial responsiveness of each tender to the Tender Document. For purposes of these clauses, a substantially responsive tender is one which confirms to all the terms and conditions of the Tender Documents without material deviations. BSNL's determination of tender's responsiveness shall be based on the contents of the tender itself without recourse to extrinsic evidence.
- 19.5 A tender, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the tender opening be made responsive by the tenderer by correction of then non-conformity.
- 19.6 The BSNL may waive any minor infirmity or non-conformity or irregularity in a tender which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any tenderer.

20.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE TENDERS

The BSNL shall evaluate in detail and compare the tenders previously determined to be substantially responsive pursuant to clause 17.

- (a) **The evaluation and comparison of responsive tenders shall be done on the basis of Net cost to BSNL excluding GST on the prices of the goods offered along with all applicable taxes, packing, Forwarding, Freight & Insurance charges etc. of the Tender-document after arithmetical correction in the manner laid down in clause 19.2 above but excluding Goods & Service taxes which are creditable to BSNL.**
- (b) Duties, Taxes & Cesses for which the firm has to furnish GST Challans/Tax Invoices will be indicated separately in the PO.
- (c) Vendors should furnish the correct HSN/SAC classification/Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the Supplier/Contractors will be liable to refund such non admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.

- (d) In case the Duties & Taxes which are not eligible for Input tax credit as per the quotes indicated in the price schedule by the Supplier/Contractors and subsequently at any stage it is found that Credit for such duties, Taxes and Cesses is admissible as per provision of GST law, then the Supplier/Contractors will be liable to refund the amount equivalent to such Duties, Taxes and Cesses if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation and BSNL has all documents to claim such credit. The refund is also subject to the tenderer performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However the BSNL may allow the Supplier/Contractor to submit necessary documents in this regard which may enable the BSNL to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- (e) The BSNL reserves the right to ask the tenderer to submit documentary proof confirming the correct HSN or SAC classification/Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/Custom Tariff Head furnished against the particular tendered item by different tenderer differs from each other or the same is found apparently not furnished in accordance with GST Act/ Customs Tariff notifications.
- (f) If the Supplier/Contractor fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties, taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm.
- (g) If the Supplier/Contractor fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the Supplier/Contractor.
- (h) If the Supplier/Contractor does not disclose the correct details on the invoice or on the GSTN viz. GSTIN, place of supply etc. which restricts BSNL to claim input tax credit then the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the Supplier/Contractor.

21.0 PLACEMENT OF ORDER

- 21.1 The BSNL shall consider placement of orders for commercial supplies/services only on those eligible tenderer whose offers have been found technically, commercially and financially acceptable and whose goods/services have been type approved/ validated by the BSNL. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any tenderer.
- 21.2 The ordering price of any tenderer shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to Supplier/Contractors/contractors keeping other levies & charges unchanged.
- 21.3 The BSNL reserves the right for the placement of order of entire tendered quantity on the tenderer with the lowest evaluated price.

22.0 BSNL'S RIGHT TO VARY QUANTITIES

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

23.0 BSNL'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

The BSNL reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected tenderer on the grounds of BSNL's action.

24.0 SIGNING OF CONTRACT

- 24.1 The issue of Purchase order shall constitute the award of contract on the tenderer.
- 24.2 Upon the successful tenderer furnishing performance security pursuant to clause 21, the BSNL shall discharge the tender security in pursuant to clause 9, except in case of L-1 tenderer, whose EMBG/EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 21 of this section.
- 24.3 The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 07 days from the date of issue of award letter, sign the contract consisting of the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

25.0 ANNULMENT OF AWARD

Failure of the successful tenderer to comply with the requirement of clause 21 & 24 shall constitute sufficient ground for the annulment of the award and the forfeiture of the tender security in which event the BSNL may make the award to any other tenderer at the discretion of the BSNL or call for new tenders.

26.0 REJECTION OF TENDERS

- 26.1 While all the conditions specified in the Tender documents are critical and are to be complied, special attention of tenderer is invited to the following clauses of the tender documents. Non-compliance of any one of these shall result in outright rejection of the tender.
- a) The tenders will be rejected at opening stage if Tender security is not submitted as per Clauses 8.1 & 8.2 and tender validity is less than the period prescribed in Clause 6/6.1 of Section 1 (DNIT).
 - b) If the eligibility condition as per clause 2.1 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per clause 6/6.1 of Section 1 (DNIT) are not enclosed, the tenders will be rejected without further evaluation.
 - c) If clause-by-clause compliance as well as deviation statements as prescribed are not given, the tender will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part A, Instructions to Tenderer, Section-4 Part B, Special Instructions to Tenderer, Section- 5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f) Section-4 Part A clause 8.5 on discount which is reproduced below:- "Discount, if any, offered by the tenderer shall not be considered unless specifically indicated in the price schedule. Tenderer desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 26.2 Before outright rejection of the Tender by Tender-opening team/ tender opening authority for non-compliance of any of the provisions mentioned in clause 26.1(a), 26.1(b) of Section-4 Part A, the tenderer company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Tender opening team / tender opening authority, he/they can submit the representation to the Tender opening authority immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 26.3 Tender opening authority will not return the tenders submitted by the tenderer on the date of tender opening even if it is liable for rejection and will preserve the tenders in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating tenderer/companies present on the occasion.
- 26.4 The tender opening authority will mention the number of tenders with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Tender opening Minutes and if Tender opening team is satisfied with the argument of the tenderer/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the tender opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the tenderer company within a week positively.

Tenders found liable for rejection and kept preserved on the date of tender opening will be returned to the tenderer after issue of P.O. against the instant tender.

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

27.0 ACTION BY BSNL AGAINST TENDERDER(S)/VENDOR(S) IN CASE OF DEFAULT

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

- a) Does not supply the equipment in time;
- b) Equipment does not perform satisfactory in the field in accordance with the specifications;
- c) Does not start or carry out the work in time.
- d) **Or any other default whose complete list is enclosed in Appendix-1.**
BSNL will take action as specified in Appendix-1 of this section.

28.0 NEAR-RELATIONSHIP CERTIFICATE

28.1 The tenderer 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 Tender 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.

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

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

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s)&Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- (d) The format of the certificate is given in Section 6 (C).

29.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES

The tenderer 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 tender. The onus of proving genuineness of the submitted documents would rest with the tenderer.

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

SECTION-4 Part B
SPECIAL INSTRUCTIONS TO TENDERER (SIB)

1.0 PROGRAMME FOR EXECUTION

The firm shall prepare and submit a detailed programme within a week of issue of award letter in consultation with Engineer in Charge and execute the work within the time frame as per agreement conditions.

2.0 STORES AND SAFETY

The contractor from his own sources shall arrange all the stores and materials required for the satisfactory completion of the work at work site. Lockable space for storing the materials may be provided by BSNL on request from the contractor/Firm. However, safe custody of material stored at site will be the responsibility of the contractor/Firm.

3.0 PACKING, FORWARDING

Before dispatch to site, the equipment / components / materials shall be properly packed with polythene sheet and wooden planks for protection and avoiding transit damages and damage against storage in open area at transporters premises or at work site.

4.0 COORDINATION AT SITE

At the site of work as more than one agency may be working, full cooperation shall be extended to other agencies during progress of work. Further, work shall be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the BSNL engaged in erection as well as doing normal routine work.

5.0 EXTRA/SUBSTITUTED/DEVIATED ITEMS OF WORK

In a situation where the requirement is of an immediate nature and/or it is necessary to ensure continued supplies or substitute the items taken in running contract or addition of extra items from the existing vendors, the competent authority in BSNL (within their delegated financial powers) may decide to place such orders with in a ceiling of maximum 100% of the contract value and at a rate negotiated with the existing vendors considering the prevailing market conditions.

6.0 BYE-LAWS LIABILITIES AGAINST DAMAES AND ACCIDENTS

6.1The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all fees and other charges and giving/receiving all necessary notices and keep the Engineer-in-charge informed about the notices issued and received.

6.2 SAFETY PROCEDURES: It is contractor's liability to follow all safety procedures in accordance with relevant I.S. amended up to date during execution of work at site.

6.3 COMPLIANCE OF EPF ACT: The agency has to comply with the provision of EPF and miscellaneous provisions Act - 1952 and employees Provident Fund scheme-1952 as amended up to date in respect of labourers / employees engaged by them for this work. Any consequences arising due to non-complying of provisions as specified above shall be of the sole responsibility of the firm only.

6.4 DAMAGES TO BSNL INSTALLATIONS: Any damage to the installation(s)/building during the execution of work due to the carelessness on the part of staff shall be the responsibility of firm & shall be replaced/rectified by the firm without any extra cost.

6.5 ACCIDENTS DURING EXECUTION OF WORK: Any accident or damage during execution of work will be the responsibility of the Contractor/Firm & the Department will not entertain any claim, compensation, penalty etc. on this account or on account of non observance of any other requirement of law relevant to his work.

SECTION-5 Part A
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general condition shall apply in contracts made by the BSNL for the procurement of goods/Services/work.

2. STANDARDS

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

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the BSNL for an amount equal to **5% of the value of Advance purchase order within 14days** from the date of issue of Purchase Order by the BSNL.

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

4.3 The performance security Bond shall be in the form of **Bank Guarantee** issued by a scheduled Bank in the prescribed proforma.

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

4.5 For Small and urgent nature of work, if the supplier/vendor fails to submit performance guarantee as above within stipulated time, Security Deposit @10% on gross value of work done will be deducted from the bills of the supplier/contractor.

5. PAYMENT TERMS

5.1 Payment of specified in clause 12 of Section 5 Part B (Special Commercial Conditions of Contract) shall be made on receipt of goods by consignee/ satisfactory execution of work. 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, GST, any other Duties and Taxes, Freight /Packing Charges etc.
- (b) Acknowledged Delivery Challan in original.
- (c) The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.
- (d) Proof of payment of Octroi/ entry tax etc., if applicable.
- (e) Computerized Measurement Book in triplicate (If applicable)
- (f) Warranty Documents, Technical specifications, Manuals etc.

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

5.2 In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the P.O.

5.3 A certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the BSNL on the request of the tenderer as and when asked for.

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

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

(a) Beneficiary Bank Name:

(b) Beneficiary branch Name:

© IFSC code of beneficiary Branch

(d) Beneficiary account No.:

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

6. DELIVERY AND DOCUMENTS /COMPLETION OF WORK

6.1 Delivery of the goods and documents / execution of work shall be done by the supplier/Contractor in accordance with the terms specified by the BSNL in its schedule of requirements and special conditions of contracts, and the goods/materials shall remain at the risk of the supplier/Contractor until delivery of goods /completion of work has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods and documents/ completion of work shall be completed within time frame stated in Clause 4 of Section-2 (Tender information).

6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier/Contractor at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

6.4 The extension of delivery / work completion period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. PRICES

- 7.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Tender except for variation caused by change in taxes/ duties as specified in Clause-7.2 mentioned below.
- 7.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated asunder:
- (a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time
 - (b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, BSNL shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
 - (c) In case of increase in duties/taxes during the scheduled delivery period, the BSNL 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.
- 7.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the BSNL by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

8. CHANGES IN PURCHASE ORDERS

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

9. DELAYS IN THE SUPPLIER/CONTRACTOR'S PERFORMANCE

- 9.1 Delivery of the Goods/execution of work shall be done by the Supplier/Contractor in accordance with the time schedule specified by the BSNL in its purchase order. In case the supply is not completed in the stipulated delivery /completion period, as indicated in the Purchase Order, BSNL reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the Supplier/Contractor and BSNL reserves the right to purchase balance unsupplied item / to carry out uncompleted balance work at the risk and cost of the defaulting suppliers/contractors.

- 9.2 Delay by the Supplier/Contractor in the performance of its delivery / completion obligations shall render the Supplier/Contractor 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.
- 9.3 If at any time during the performance of the contract, the Supplier/Contractor encounters condition impeding timely delivery of the goods / completion of work and performance of service, the Supplier/Contractor shall:
- (a) Promptly notify to the BSNL in writing the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier/Contractor's notice, the BSNL shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks as per provision given below:
 - (b) The Supplier/Contractor has to submit their request for extension along with the undertaking as per clause 16 Section-5A (Fall Clause) **at least two weeks before the expiry of delivery/ work completion period.** The Supplier/Contractor shall also submit un conditional acceptance of the conditions for delivery / work completion period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 6.3 of section- 5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.
 - (c) In case extension is being granted beyond 20 weeks then the Supplier/Contractor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied / work to be carried out for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee / full quantity of work have been completed satisfactorily within the last extended delivery period on submission of inspection certificate from QA and consignee receipt / work completion certificate without prejudice to the other remedies available to the BSNL.
 - (d) If the Supplier/Contractor fails to deliver the full ordered quantity / fails to carry out full quantity of work 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.
- 9.4 If the supplies are not completed / work are not carried out in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

10. LIQUIDATED DAMAGES

- 10.1 The date of delivery of the stores / date of completion of work stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery of goods / execution of work must be completed no later than the dates

specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries/execution of work be made after expiry of the contracted delivery/completion period, without prior concurrence of the BSNL and be accepted by the consignee, such delivery / execution of work will not deprive the BSNL of its right to recover liquidated damage under clause 10.2 below

10.2 While granting extension of delivery period as per clause 9.3, the liquidated damages shall be levied as follows:

- (a) Should the Supplier/Contractor fails to deliver the store/ carry out the work or any consignment thereof within the period prescribed and agreed for delivery of goods/completion of work, the BSNL, without prejudice to other remedies available to the BSNL 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/value of the delayed completion of work and/ or undelivered material/ /uncompleted work for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply/delayed completed and/ or undelivered material/ uncompleted work for each week of delay or part thereof for another TEN weeks of delay.
- (b) DP extension/Extension of work completion period beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the tender approving authority, stating reasons and justifications for grant of extension of delivery / work completion period beyond 20 weeks.
- (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
- (d) Quantum of liquidated damages assessed and levied by the BSNL and decision of the BSNL thereon shall be final and binding on the Supplier/Contractor, further the same shall not be challenged by the Supplier/Contractor 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. 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).

10.3 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/Contractor 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.

11. FORCE MAJEURE

11.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BSNL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

11.2 Provided, also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the Supplier/Contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier/Contractor at the time of such termination or such portion thereof as the BSNL may deem fit, except such materials, bought out components and stores as the Supplier/Contractor may with the concurrence of the BSNL elect to retain.

12. ACTION BY BSNL AGAINST TENDERER(S)/VENDOR(S) IN CASE OF DEFAULT.

12.1 In case of default by Tenderer(s)/ Contractor(s) such as

- (a) Failure to deliver and/ or commission any or all of the goods /completion of work within the time period(s) specified in the contract, or any extension thereof granted by the BSNL pursuant to clause 8 of this section;
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) Equipment does not perform satisfactory in the field in accordance with the specifications;
- (d) Or any other default whose complete list is enclosed in Appendix-1 of Section-4, Part-A: BSNL will take action as specified in Appendix-1 of Section-4, Part-A.

13. APPLICABLE LAW AND JURSDICTION

- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.
 - (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in anyway.
- © The venue of arbitration shall be BSNL CO New Delhi and/or Circle/SSA HQ or the office of the Arbitrator situated at New Delhi or at the respective Territorial Circle/SSA HQ as the case may be.

14. SET OFF

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

15. DETAILS OF THE PRODUCT

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

16. FALL CLAUSE

16.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 9.1 of Section-5A. Further, if at any time during the contract

(a) It comes to the notice of BSNL 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.

16.2 The BSNL, 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 BSNL shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the Supplier/Contractor and the BSNL 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.

16.3 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."

16.4 In case under taking as in Clause 6.3 is not applicable, the vendor will give the details of prices, the name(s) of BSNL, quantity etc. to the BSNL, while applying extension of delivery period.

17. COURT JURISDICTION

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

17.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract asunder.

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

18. General Guidelines:-

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

SECTION – 5 Part B
SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

The firm shall read carefully the following conditions and shall quote accordingly confirming all the points in their offer. Modification in tender conditions will not be permitted at any stage of tender/agreement formation/execution of work.

1. Definitions : The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :-
 - i) The expression "work" or "work" shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The 'site' shall mean the land/building/or other places on, into or through which work is to be executed under the contract or any alternate land, building, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the work and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) BSNL means the Bharat Sanchar Nigam Ltd. having its corporate office at Harish Chandra Mathur Lane, Janpath, New Delhi-110001 and its successors.
 - v) The 'Engineer-in-charge' means the Engineer officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of BSNL.
 - vi) Accepting Authority shall mean the authority who accepts the tender on behalf of BSNL.
 - ix) Tendered value means the value of the entire work as stipulated in the letter of award.
3. Scope and Performance : Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. The contractor shall be furnished, free of cost, one certified copy of the contract documents except standard specifications, schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

5. Work to be carried out : The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the work. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
6. Sufficiency of Tender : The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.
7. Discrepancies & adjustments of Error : The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 7.1 In the case of discrepancy between the schedule of quantities/requirements, the specifications and/or the drawings, the following order of preference shall be observed :-
- i) Description of Schedule of Quantities/Requirements.
 - ii) Particular Specification and Special condition, if any
 - iii) Drawings
 - iv) BSNL Specifications
 - v) C.P.W.D. Specifications
 - vi) Indian Standard Specifications of B.I.S
- 7.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 7.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the work comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 8. PERFORMANCE GURANTEE:**
- 8.1 The contractor is required to furnish performance guarantee to an amount equal to 5% of the contract value in the form of Bank guarantee (of a Nationalized / scheduled Bank in a standard format)/CDR/FDR/DD within two weeks from the date of issue of award letter. The validity period of the performance security shall be 12months from the actual date of competition of work.
- 8.2 The Performance Guarantee shall be initially valid up to the stipulated date of completion plus one year beyond that. In case the time for completion of work gets enlarged ,the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work

- 8.3 In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the Performance guarantee shall stand forfeited in full and shall be at the disposal of the BSNL.
- 8.4 For repairing, maintenance and emergency nature work where time of completion is less than 02 weeks, a sum @ 10% of the gross amount of the bill shall be deducted as Security Deposit from the bill of the contractor in the absence of performance Guarantee.
9. **SECURITY DEPOSIT:**
- (h) In addition to performance Guarantee, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 10% (i/c 5% PG) of the tendered value of the work or value of work done whichever is more.
- (ii) Additional performance Guarantee @ 5% of the gross amount of the bill can be deposited by the contractor in lieu of the above Security Deposit.
10. **RELEASE OF SECURITY DEPOSIT & PERFORMANCE GURANTEE:**
This Security Deposit/Performance Guarantee shall be released after an observation period of 12 months after the date of actual completion of work subject to compliance of the clauses, terms and conditions of the contract including warranty and defect liability.
11. **DATE OF COMPLETION**
Date of successful completion of the work as per the terms and conditions of the contract shall be the date of completion work.
12. **PAYMENT TERMS :**
- 12.1 Payment will be made after successful completion of the work as per terms, conditions and specifications of the Contract and handing over to the department.
- 12.2 However, upon receiving the request of the supplier / Contractor, interim payment on account of amount admissible shall be made by the Engineer-in-charge certifying the sum to which the supplier / contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-charge .
- 12.3 The contractor shall not be entitled to be paid any interim payment if the gross work done since the last payment is less than Rupees Twenty thousand.
- 12.4 The final bill shall be submitted by the supplier / contractor within three months of physical completion of the work or within one month of the date of the final completion Certificate furnished by the Engineer-in-charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-charge, will, as far as possible be made after **allotment of fund by BSNL Corporate office to Odisha Circle.**
- 12.5 No payments will be made for defective/rejected materials and substandard work.
- 12.6 GST will be paid after submission of the GST return by the firm and after confirmation with GSTR 2A.

12.7 DOCUMENTS TO BE SUBMITTED BY THE FIRM FOR PROCESSING THEIR BILLS

The Supplier /Contractor has to submit the following documents for processing their bills:

- i) Tax Invoice indicating proper HSN/SAC code of material supplied/work executed.
- ii) Delivery challan / Goods receipt /work completion certificate.
- iii) Computerized measurement books in triplicate.
- iv) Warranty documents of materials/goods and technical leaflets/manuals etc.
- v) Completions plan/Drawing wherever applicable.

13. TAX DEDUCTED AT SOURCE:

BSNL shall deduct income tax/TDS, labour welfare cess and other statutory deductions from payments due to the supplier / contractor as per the prevailing rules of the State/Central Government.

14. CURRENCY OF CONTRACT

The currency of contract shall be as given in the detailed NIT. The Department reserves the right to terminate the contract by giving notice at any time during the currency of the contract.

15. OPERATION OF THE CONTRACT

Award letter will be issued by Executive Engineer (E) along with schedule of work and agreement shall be framed by EE (E) concerned. The agreement so executed containing all the terms and conditions of tender shall be final & binding on both the parties and any action, if required, to be taken shall be taken as per this contract.

16. CURTAILMENT OF QUANTITIES:

BSNL reserves the right to enforce curtailment in the assigned quantum of work for any supplier / contractor on the grounds of defaults/delay in regard to execution of the individual work assigned as well as on the ground of non availability of sites during the currency of contract.

17. WARANTEE/GUARANTEE & DEFECT LIABILITY:

The Contractor has to give warrantee / guarantee of the goods/materials supplied / work carried out for any defect or failure, which arise due to faulty components/materials, poor workmanship or design within the warrantee/guarantee period. The warrantee / guarantee period shall be at least 12 months from the date of commissioning of the system or completion of work OR as per manufacturer's warranty policy for goods and materials. If during this period any good/materials and work are found defective, these shall be promptly replaced or rectified by the Contractor at his own cost and risk within reasonable time as decided by the Engineer in Charge including to and fro transportation etc. Otherwise the same shall be replaced/ rectified at the risk and cost of the Supplier / Contractor against any outstanding dues including, SD, EMD and performance guarantee available with BSNL.

18. E-WAY BILL:

It shall be the responsibility of Supplier / Contractor to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. The Supplier / Contractor would indemnify BSNL in case of any non-compliance or default or due to lack of diligence on the part of the Supplier / Contractor to comply with the e-waybill requirement. **NO CONCESSIONAL FORMS WILL BE ISSUED BY BSNL.**

19. TERMINATION OF CONTRACT

Right is reserved by BSNL for terminating the contract due to serious default. This includes abnormal delay in completion of the work, major break down or accident or loss due to negligence on the part of firm, disobedience and abandoning the site etc. In such a case full 10% of the performance Guarantee shall be forfeited by BSNL in addition to recovery of other penalty amount from the bills of the contractor as imposed under the other clauses of the contract. The decision of BSNL in this regard shall be final and binding.

20. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer in charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.

21. INDULGING OF CONTRACTOR IN CRIMINAL/ANTISOCIAL ACTIVITIES AND CASES UNDER INVESTIGATION / CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCIES ETC. :

If the CBI/Independent External Monitor (IEM) / Income Tax /Sales Tax/ Central Excise/ Custom Departments recommend such a course – Action will be taken as per the directions of CBI or concerned department.

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

Signature of Tenderer

Place:.....

Name of Tenderer:.....
Along with date & Seal

6 (B) – UNDERTAKING - REGARDING EPF & ESI

"I,.....Son of.....
.....Resident of
hereby give an undertaking that,

* I/ We have registered as per the EPF and ESI and Miscellaneous provisions Act, 1952 and our registration no is _____. We undertake to keep it valid during the currency of contract.

Any consequence arising due to non-complying of EPF & ESI Act provision shall be sole liability of the undersigned contractor. 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".

* Strike out whichever is not applicable

(Seal of the firm) (Dated Signature of Contractor)

6 (C) – NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the tenderer in respect of status of employment of his/ her near relation in BSNL)

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

Signature of the tenderer
With date and seal

SECTION- 7

PROFORMAS

**7(A) For the BID SECURITY/EMD Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)**

Sub: Bid Security/EMD guarantee.

Whereas M/s.....R/o..... (Here after referred to as Bidder) has approached us for giving Bank Guarantee of Rs...../- (hereafter known as the "B. G. Amount") valid up to/...../ 20.... (hereafter known as the "Validity date") in favour of **AO Cash, BSNL, O/o GMTD, Bhubaneswar** 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 here in 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 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 GMTD, Bhubaneswar**
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank:

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:.....

Telephone Numbers

Fax numbers.....

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

Dated:.....

Sub: Performance guarantee.

Whereas Executive Engineer (Elect.) R/o(here after referred to as has issued an APO no. Dated:...../...../20... awarding the work of

.....
.....

to M/s.....R/o.....(here after referred to as "Bidder") and has asked him to submit a performance guarantee in favour of **AO Cash, BSNL, O/o GMTD, Bhubaneswar** 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:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such

failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case 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 GMTD, Bhubaneswar** " **payable at Bhubaneswar.**
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:.....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:.....

.....

Telephone Numbers

Fax numbers.....

SECTION- 8

Tenderer / Bidder's profile & Questionnaire.

(To be filled in and submitted by the bidder)

(A). In case of existing BSNL Vendor, ERP SAP Vendor Code:

(B). Other than existing BSNL Vendor:

1. Name of the Individual/Firm:

2. Present Correspondence Address

.....
.....

Telephone No. Mobile No.....

FAX No.

3. Address of place of Works/Manufacture :

.....
.....

Telephone No. Mobile No.

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

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

S. No.	Name	Father's Name	Designation
1.			
2.			

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

.....

7. Permanent Account No.:.....

8. Details of the Bidder's Bank for effecting e-payments:
- (a) Beneficiary Bank Name:.....
 - (b) Beneficiary branch Name:.....
 - (c) IFSC code of beneficiary Branch.....
 - (d) Beneficiary account No.:.....
 - (e) Branch Serial No.(MICR No.):.....

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

A) Questionnaire

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

- 1.1 If Yes, Give details

.....

.....

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

- 2.1 If Yes, Give details

.....

.....

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

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

4. Suggestion for improvement of the tender document.

.....

.....

Place.....

Signature of contractor

Date.....

Name of contractor.....

SECTION-9 Part-A

TENDER FORM

To
The Executive Engineer (Electrical)
BSNL Electrical Division, Bhubaneswar

From,

Reference No:..... Dated.....

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the goods / carry out the work in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the tender document.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 90.days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee as per the NIT conditions.
6. If our Bid is accepted, we undertake to complete delivery of all the items / carry out the total quantity of work and perform all the services specified in the contract in accordance with the delivery schedule / work completion period specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated:day of..... 20..

Witness:

Signature

Signature

Name

Name

In the capacity of.....

Address:

Duly authorized to sign the bid

for and on behalf of

SECTION-9 Part-B**PRICED SCHEDULE**

NIT NO- 81 /BSNL/BSR/2020-21

Name of work: Replacement of faulty spout of 630A 11KV VCB and repairing & Servicing of 11KV HT panels & Servicing of 1250 KVA 11KV/0.415 KV resin cast dry type Transformers & replacement of faulty panel heaters and thermostats with associated works at Telephone Bhawan, Bhubaneswar

Name of Tenderer:

Sl. No.	Description of item	Quantity	Rate Excluding GST (Rs.)	Unit	Amount Excluding GST (Rs.)
1	Making arrangements for thorough inspection of the 2- I/P + 2-O/P configuration system 11KV HT control panels with 630Amps, 11 KV Vacuum Circuit Breakers (VCBs) by qualified and experienced Engineer /Technician, testing of insulation resistance of HT cables, VCBs, CT & PT units, fixed contacts (shrouds) of VCBs, assessing the requirement of materials, spare parts/components etc. for repairing the HT panels & VCBs etc. complete as required.	1 job		Job	
2	Supply of 11KV Epoxy resin type Spout suitable for 630Amps, 11KV , 25 KA VCB of Biecco Lawrie, model-HXB, with female contact i/c cost of transportation of sample from site to the manufacturing factory located at Kolkata/Hyderabad, cost of manufacturing as per sample and transportation back of the finished products to site at Bhubaneswar etc. complete as reqd.	6 nos		Each	
3	Supply of 50mmX5mm copper flat with anti rust treatment (silver plating) for interconnection between spout and CT unit i/c drilling holes and making suitable bends along the length to fit in the existing panel etc. complete as required.	1 no.		Each	
4	Supply of strip type refractory insulated Panel / Space heaters of following ratings suitable for heating the Transformer windings and HT control panels etc. as required. (Girish/Wattco/Vileco/reputed)				
	a) 100 watt 230 volts (225mm)	8 nos		Each	
	b) 200/250 watt 230 volts (305mm)	6 nos		Each	

5	Supply of Stem type round Thermostat of following ratings, suitable for space Heater etc. as required.(Girish ego/Vijay lakshmi)				
	a) 7" size with temperature range 0-600C	6 nos		Each	
6	Supply of the following spare parts/components of 11KV 630 A VCB HT panel etc. as required.				
	a) LED Panel indicator (Red/Blue/Green, 24-240 volts, AC/DC (Microtech)	10 nos		Each	
7	Dismantling of the faulty spouts from the 11KV 3 phase HT VCB panel along with CTs and interconnecting flats after disconnection of power & control wirings, CT & PT connections and removing the 630A VCB from its position, cleaning the VCB housing chamber etc. as required. (For one module)	1 job		Job	
8	Installation of new spouts along with interconnecting silver coated copper flat in the above mentioned panel, re-fixing of CTs, reconnection of Power and control cables, PT unit, fixing and connection of Space heaters, thermostats and panel indicators, testing of insulation resistance with suitable rating megger insulation tester i/c supply of suitable size brass nuts, bolts, washers, HV grade PVC tapes, sleeves etc. complete as required.(For one module)	1 job		Job	
9	Servicing of 630 Amps 11 KV VCB i/c removal of copper sulphation coatings/rusts, cleaning of contacts with CTC solution, removal of moisture with hot air blower, checking of contacts, control, closing, trip circuits, spring mechanism, motor, measurement of insulation resistance with suitable rating megger insulation tester and bringing the insulation up to required level if required etc. complete as required. (For One unit)	4 jobs		Job	
10	Checking, testing and servicing of 11KV/110V PT unit i/c removal from its position to working table, cleaning of contacts with CTC, insulation testing, re-fixing in position, tightening of connections etc. complete as required.	2 jobs		Job	
11	Testing and re-commissioning of the 630A 11KV HT VCB for proper working i/c checking working of all safety, tripping mechanisms, metering units, checking and recording different parameters of the supply system at no load and with load etc. complete as required. (For one incoming and one outgoing module)	2 jobs		Job	

12	Liasoning and making coordination with the supply authority for obtaining 11 KV shut down to carry out the above mentioned work, interchanging the connection of HT incoming cable at FP structure and re-energisation of 11 KV supply after completion of work etc. complete as required. (01 job for each shut down)	2 jobs		Job	
13	Cleaning of 1250 KVA Cast Resin dry type 11KV/0.415 KV Cast Resin, dry type indoor Transformer by blower after disconnection of Input power supply and disconnection from the MV bus, checking and tightening the incoming and outgoing cable/flats, control wirings, relays, winding temperature meters, tap changers, fixing and connection of new space heaters and thermostats, testing of insulation resistance of the transformer windings, input/output cables/bus trunking etc. re-energisation and testing the transformer at no load and with load, checking and recording parameters etc. complete as required.	2 jobs		Job	
14	Servicing of draw out type Air Circuit Breaker (ACB), 2000A, 440V, 1250KA (Schneider model: MVN20N) i/c disconnection of power supply, removing from the rack, cleaning of contacts with CTC solutions, checking and testing of OC, UV, shunt release and safety tripping circuits, re-fixing and reconnection of power/control cables, testing for proper working etc. complete as required.	1 job		Job	
15	Replacement of the following components of 2000A, 440V, 1250KA (Schneider model: MVN20N) Air Circuit Breaker i/c connection and testing etc. as required.				
	a) UV release	1 no.		Each	
16	Replacement of the defective and broken panel door locks by new ones of pin type stainless steel panel locks with keys etc. as required.	10 nos		Each	
TOTAL:					
Add GST @%					
G. TOTAL:					

Executive Engineer (E)

Signature of the Contractor with seal

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

S. No.	Defaults of the tenderer / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender tender of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the tender 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 tenders till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the tender to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO</i>	i) Rejection of Tender & ii) Forfeiture of EMD.
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO/PO , ii) Rejection of Tender & iii) Forfeiture of EMD.
	<i>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</i>	i) Cancellation of APO/PO ii) Rejection of Tender & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
<i>(iv) If detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Tender & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.	
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender tenders from prospective Tenderer, Supplier/Contractors/ Contractors.	
	b) Obstructing/ Threatening other prospective tenderer i.e. Supplier/Contractors/ Contractors from entering the tender venue and/ or submitting their tender tender freely.	

3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 tenderer within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	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 PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	

	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>
		<p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>a) in spite of order of Arbitrator.</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute. ii) 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.</p>

10 con- td.		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.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	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.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ Supplier/Contractor has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ Supplier/Contractor fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ Supplier/Contractor fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ Supplier/Contractor.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8: -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing work/ AMC / CAMC which will continue along with settlement of Bills.		
