

O/o Executive Engineer (E),  
BSNL Electrical Division  
3<sup>rd</sup> 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: 84 /BSNL/BSR/2020-21**

**Name of work:** Operation and Day to day Maintenance of Electromechanical services for RMC Data Centre at Door Sanchar Bhawan, Unit-IX, Bhubaneswar for 02 months.



**BHARAT SANCHAR NIGAM LIMITED**  
**(A GOVT OF INDIA ENTERPRISE)**

O/o Executive Engineer (E), BSNL Electrical Division  
3<sup>rd</sup> Floor, Door Sanchar Bhawan, Unit-IX, Janpath, Bhubaneswar - 751022  
Phone – (0674) -2544902, FAX- 2540617, Email – [eebsnlbbsr@gmail.com](mailto:eebsnlbbsr@gmail.com)

**NIT NO- 84 /BSNL/BSR/2020-21**

**NAME OF WORK:** Operation and Day to day Maintenance of Electromechanical services for RMC Data Centre at Door Sanchar Bhawan, Unit-IX, Bhubaneswar for 02 months.

**INDEX**

<b>S.No</b>	<b>Item</b>	<b>Page No.</b>
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	9
5	SECTION- 3 Part A & B: Scope of work & Technical Specifications	10-20
6	Section - 3 –Part C: Schedule of Requirements	21
7	SECTION- 4 Part A: General Instructions to Bidders (GIB)	22-35
8	SECTION- 4 Part B: Special Instructions to Bidders	36-37
9	SECTION-5 Part A: General (Commercial) Conditions of Contract	38-45
10	SECTION-5 Part B: Special (Commercial) Conditions of Contract	46-52
11	SECTION- 6: Undertaking & Declaration	53-55
12	SECTION- 7: Proformas for the Bid Security/EMD	56-60
13	SECTION- 8: Bidder's profile & Questionnaire.	61-62
14	SECTION-9 Part-A: BID FORM	63
15	SECTION-9 Part-B: Priced Schedule	64
16	Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)	65-69

**This Tender Document contains 69 pages**



**BHARAT SANCHAR NIGAM LIMITED**  
**(A GOVT OF INDIA ENTERPRISE)**

O/o Executive Engineer (E), BSNL Electrical Division, Bhubaneswar  
3<sup>rd</sup> Floor, Door Sanchar Bhawan, Unit-IX, Janpath, Bhubaneswar - 751022  
Phone – (0674) -2544902, FAX- 2540617, Email – [eebsnlbbsr@gmail.com](mailto:eebsnlbbsr@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- 84/BSNL/BSR/2020-21					
Sl. no	Name of the Work	Estimated Cost i/c GST	Time of Completion of work	Bid Security / Earnest Money Deposit	Tender Cost (i/c GST)- Non Refundable
1.	Operation and Day to day Maintenance of Electromechanical services for RMC Data Centre at Door Sanchar Bhawan, Unit-IX, Bhubaneswar for 02 months.	₹ 1,61,322/-	02 months	₹ 3,226/-	₹ 590/-

**2.1 PURCHASE OF TENDER DOCUMENT:**

Tender document can be obtained by downloading it from the website [www.odisha.bsnl.co.in/tender](http://www.odisha.bsnl.co.in/tender). Tender document can also be obtained from the Office of the **Executive Engineer (E), BSNL Electrical Division, 3<sup>rd</sup> 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, 3<sup>rd</sup> 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 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost put to tender i.e. ₹ 48,396/-

**AND**

**b) Physical Norms:**

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

**OR**

Experience of having successfully completed similar works in BSNL comprising of either substation or Air conditioning service of package type as part of scope of work 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 ₹ 64,528/- each.

**OR**

➤ Two similar successfully completed works costing not less than the amount of ₹ 96,793/- each

**OR**

➤ One similar successfully completed work costing not less than the amount of ₹ 1,29,058/-.

**c) Valid PAN**

**d) Valid GST Registration no. or exemption certificate no.**

**Note:**

- 1). Current certificate of having completed the work in the satisfactory manner with EPF/ESI compliance shall be furnished.
- 2). The mandatory requirement accompanied by above criteria is valid EPF & ESI registration of the firm duly supported by proof of latest remittance to statutory authorities.
- 3). The firm shall have to possess a valid Electrical license issued by any State Govt.
- 4). Testimonials of satisfactory completion of works should be obtained from an officer not below the rank of Executive Engineer.
- 5). Similar work stands for Operation & Maintenance/Comprehensive Maintenance of Electromechanical Services comprising of Sub Station OR Air conditioning unit of Package type as Parts of works."

**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, 3<sup>rd</sup> 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)	Valid Enlistment letter issued by BSNL for Class-IV & above in Electrical category. <b>OR</b>
c)	Work Completion / Experience certificate (s) from BSNL for works completed no later than 7 years and issued not below the rank of Executive Engineer /AGM (E).
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 issued by any State Govt.
7	Valid EPF & ESI Registration Certificates along with latest deposit proof of not later than 03 months.
8	MSME registration certificate for the tendered items/ work, if applicable
9	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
10	Section: 8: Tenderer / Bidder’s profile & Questionnaire.
11	Section: 9 Part-A: Tender Form

**6.4** Original Tender Document downloaded from the website or obtained from the office of the **Executive Engineer (E), BSNL Electrical Division, 3<sup>rd</sup> 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).

**6.5** 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](http://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, 3<sup>rd</sup> 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:**

<b>CRITICAL DATES</b>		
<b>S.NO</b>	<b>EVENT</b>	<b>DATE &amp; TIME</b>
1	Availability of hard copy of Tender Documents from Division office Or for downloading from the BSNL website: <a href="https://odisha.bsnl.co.in/tender">https://odisha.bsnl.co.in/tender</a>	10-Dec-2020
2	Last Date & Time of issue of Tender Documents from Division office	17-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	18-Dec-2020, 03:30 PM
<b>For Details please visit:</b> <a href="https://odisha.bsnl.co.in/tender">https://odisha.bsnl.co.in/tender</a>		

Executive Engineer (E)  
BSNL Electrical Division  
Bhubaneswar

No- Plg-04/BSNL-EDB/325

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 Bid Submission Stages** : Two Bid and single stage
- b) **No. of Envelopes for offline submission** : Three numbers (1. Techno commercial bid, 2. Price bid and 3. Containing envelope no.1 & 2)

**Note 1:-** The bidder has to submit Techno-commercial & price bid in two separate envelopes encapsulate in a third envelope.

**Note 2:-** Techno commercial bids will be opened and evaluated first and thereafter financial bids of only techno-commercially compliant bidders will be opened.

- 2. Bid Validity Period / Validity of bid 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 : 02 months**

- 5. Engineer In charge:** Executive Engineer (E)  
BSNL Electrical Division, Bhubaneswar

\*\*\*\*\*

## **SECTION- 3 Part A**

### **SCOPE OF WORK**

#### **A. General:**

This work broadly consists of Operation and Day to day Maintenance of Electromechanical services for RMC Data Centre at Door Sanchar Bhawan, Unit-IX, Bhubaneswar

#### **B. Scope of work:**

1. Operation of Electromechanical Services i.e. EA Sets, Precision type Package AC Units, Split A/C units, Online UPS, Addressable Fire Detection and Alarm system, Fire suppression system, Fire Extinguishers, Public Address system, EI & Fans etc. ,
2. Maintaining Log Books and recording parameters of Precision ACs, E/A sets and EB supply.
3. Giving information to the authority immediately during occurrence of faults or malfunctioning of equipments.
4. Attending day to day minor electrical faults of fittings and fans, replacement of defective components in fittings and fans, replacement of fuses, MCBs, wires etc. (materials will be supplied by the department).
5. Supplying of grease, distilled water, fuse wire, cotton waste etc.,
6. Recording complaints in complaint register and maintaining visitor's register.
7. Monitoring power factor and ensuring non wastage of electrical energy, periodical checking of electrical connections and power supply systems to all equipments, tightening of loose connections if any.
8. Cleaning of panel room, Electrical panels, Fire Detection & Alarm system, BMS, CCTV, Fire suppression and Access control systems, Fire Extinguishers and electrical fans and Fittings etc. regularly.

\*\*\*\*\*

**SECTION- 3 Part B**  
**TECHNICAL SPECIFICATIONS**

**(The Specifications given below apply to the respective equipments mentioned in the schedule of work/ size of services)**

**I. SUB STATION:**

1. Ensuring that H.T. Panel, Transformer, feeder pillars, L.T. Panels, AVR, Capacitor panels and outdoor structure as well as connecting cables/ducts, (items as applicable to this work) constituting the Substation are maintained in healthy & clean condition.
2. Check power factor meter, maximum demand meter for proper functioning & monitoring the proper maintenance of power factor & peak load to avoid penalty.
3. Check condition and working of Fuses, Contactors and power factor correction relays in Capacitor panels.
4. To disconnect total electric supply and or individual loads in case of emergent situation to avoid /limit damage.
5. Check all the switches and meters for proper operation.
6. Check availability and working of fire extinguishers at earmarked locations.
7. Check the earthing system and pouring of water in earth pits during summer..
8. Check oil level in all the equipments to ensure proper levels.
9. Check all the electrical connections for proper tightness.
10. Maintain Log book as per Format attached.
11. To measure Earth resistance of Earth Stations & Recording values once in six months.

**Exceptions:** Materials are not in the scope of the contractor against this tender.

**II. E/A SETS**

1. Ensuring the EA Set installation is kept in clean condition.
2. Trial run, Testing and checking of the parameters of the system in regular intervals for operating fitness.
3. Operation of E/A sets during power failure or as and when required by the department i/c change over of loads from mains to DG set and vice versa etc. as required.
4. Checking of Lube oil and coolant in EA sets before starting.
5. Checking the working of Battery charger, Battery voltage regularly and adding distilled water/electrolyte as and when required.
6. Check any leakage of Fuel tank, radiator and condition of V-belts etc.
7. Checking and filling of water/coolant in radiators.
8. Pouring of Diesel in fuel tanks of DG sets and keeping records.
9. Checking of electrical wirings in control panels, cable connections, earthing connections etc and tightening in regular intervals.
10. Pouring of water in earth pits during summer for getting required value etc.
11. Maintaining log books and recording the parameters i.e. RPM, Voltage, current, frequency and DG run hours etc. as per direction of Engineer in charge as per Format attached
12. In case of any abnormality / breakdowns, intimate the concerned SDE(E)/EE(E) immediately for taking corrective measures.
13. To measure Earth resistance of Earth Stations & Recording values once in six months

**Exceptions:** Materials are not in the scope of the contractor against this tender.

### **III. PACKAGE & HIGH PRECISION AC UNITS**

1. Ensure proper operation of HPACs/PACs for maintaining the equipment room temperature within prescribed limits including rotation of units during the day.
2. Cleaning the filters of HPACs/PACs once in a week.
3. Checking of all the units continuously for any malfunctions, abnormal vibrations and sound, leakage of oil, tripping of AC units due to LP/HP cut off, and over current etc. and informing the SDE(E)/JTO(E) immediately.
4. Checking the electrical connections and accessories in HPACs/PACs control panels and tightening the connections etc.
5. Checking/ resetting of HP/LP switches and gauges and for their proper working.
6. Checking working of the Condenser units and condition of condenser fan motors.
7. Periodical cleaning of Condenser coils.
8. Checking of any obstacles in the supply air/return air path and leakage of cool air if any and informing the Exchange in charge/SDE(E)/JTO(E) for taking corrective action.
9. Checking of drain water pipe lines for any obstacles and leakage and taking action for removal of blockage and cleaning of drain pipes.
10. Pouring of water in condenser coils if required during malfunction of HPAC/PAC units due to excess ambient temperature in peak summer.
11. Recording the nos. of HPAC/PAC working and their operating parameters in log books at regular intervals of the day.

**Exceptions:** Materials are not in the scope of the contractor against this tender.

### **IV. SPLIT/WINDOW AC UNITS**

1. Keep all the units in clean and healthy condition.
2. Cleaning of filters once in a month.
3. Checking for any abnormal noise/vibration.
4. Checking and tightening all electrical connections.
5. Checking for condensate drain water leakage from indoor unit of split A/C and removing the blockage, if any.
6. Checking for functioning of the thermostat.
7. Check Voltage Stabilizers for proper functioning.
8. Check for any leakage of Air conditioned air.
9. Cleaning of condenser coils..
10. Check Condition of mounting arrangements, switch/MCB and control etc.
11. In case of any abnormality / breakdowns, intimate the concerned SDE(E)/EE(E) immediately for taking corrective measures.

**Exceptions:** Materials are not in the scope of the contractor against this tender.

### **V. Rising Mains/Cable Shafts/Panels/SDBs**

1. Check that Rising Mains/Cable Shafts/Panel Door keys are available
2. Check proper working of the lighting in the Rising Mains and panel rooms.
3. Check proper working of the Indication lamps in panels.
4. Check proper working of selector switches of Voltmeter and Ammeter in panels.
5. Check any abnormal difference in supply voltage in each phase.
6. Check for abnormal sound/ smell in the Rising Mains and panels

7. Check for abnormal heating of Riser casing, Tap off boxes, DB & SDBs and cables
8. Check for any inflammable material stacked or thrown in the riser/cable shaft/panel room and report to the Engineer-in-charge
9. Check fire barriers for any damage or hole to avoid traveling any rats etc in the riser room/panel room.
10. In case of any abnormality, the Engineer-in-charge or his authorized officer is to be intimated.

**Exceptions:** Materials are not in the scope of the contractor against this tender.

#### **VI. E.I. & FANS**

1. The Electrical installations are to be always kept in neat and clean.
2. Receiving day to day electrical complaints and recording in Complaint Book.
2. Attending day to day minor electrical faults in a prompt and satisfactory manner (Materials are not in the scope of this item and will be supplied by the department or payment for the same will be made separately as per prevailing market rates).
3. Checking the cause of power failure and inform to SDE(E)/JTO(E)/Bldg. in charge. Lodging complaints with electrical power supply authority in case of EB power supply failure/blown of DO fuses.
4. Maintaining the installation i.e. fans, fittings and other components of the installation in clean condition for which cleaning shall be done in regular intervals as decided by the Engineer in Charge.
5. Cleaning of Pump sets, pump control panels/starters, HT & MV panels, Distribution boards, Transformers, AVR's, DG sets and DG control panels etc.
7. Pouring of water in earth pits during summer for getting required value etc.
8. Maintaining registers for complaints as per Format attached.
9. To measure Earth resistance of Earth Stations & Recording values once in six months.

**Exceptions:** Materials are not in the scope of the contractor against this tender.

#### **VII. PUMPS SETS**

1. In case of water supply pumps, the scope covers not only the proper day to day routine maintenance of the pumps, but also ensuring that water supply is available in the building. The pumps have to be operated as and when required for ensuring water supply.
2. Keeping the system comprising suction line, pumps, discharge line and electrical panel in healthy and clean condition.
3. Maintaining Log books and recording of various parameters and time of operation etc.
4. Operating supply line valves etc. for effecting water supply to TE bldg. /staff qtrs as required.
5. The earth system should be checked for earth resistance and continuity.
6. Check electrical system for proper contacts and cleanliness.
7. In case of any abnormality / breakdowns, intimate the concerned SDE(E)/EE(E) immediately for taking corrective measures.

**Exceptions:** Materials are not in the scope of the contractor against this tender.

## **VIII. COMPOUND LIGHTING**

1. Ensure that the compound lighting installation is always kept clean and in healthy condition.
2. Attending day to day routine complaints in prompt and satisfactory manner.
3. Ensure that there is no wastage of electrical energy and lights do not remain switched on when not needed.
4. Inspecting the entire installation comprising of control switches, cable, poles fittings, lamps and Earthing for any shortcomings. Recording the same and bringing it to the notice of Engineer-in-charge.
5. Checking earthing system.

**Exceptions:** Materials are not in the scope of the contractor against this tender.

## **VIII. LIGHTNING CONDUCTOR**

1. To ensure that entire system is in proper shape.
2. To inspect the complete system for continuity and proper contacts.
3. To measure Earth resistance of Earth Stations & Recording values once in six months.
4. Any shortcoming found should be recorded and brought to notice of Engineer-in-charge.

**Exceptions:** Materials are not in the scope of the contractor against this tender.

## **IX. FIRE DETECTION SYSTEM**

1. The person should know the operation of FIRE EXTINGUISHERS.
2. To verify that the fire detection system is in clean and healthy condition.
3. Check continuous power supply to fire alarm control panel from mains and backup power supply from the inbuilt battery.
4. Cleaning of Fire Extinguishers every month and checking their prescribed weights once in six months, checking of valves, hose pipes etc. for its working.
5. Ensure filling of dry sand in the Fire buckets.
6. In case of any abnormality / breakdowns, intimate the concerned SDE(E)/EE(E) immediately for taking corrective measures.
7. In case of any indication of Fire, immediate intimation is to be given to the building in charge/ EE(E)/ SDE (E) concerned.

**Exceptions:** Materials are not in the scope of the contractor against this tender.

## **X. PASSENGER LIFTS**

1. Keeping the lift car clean.
2. Checking of all light fittings, fans, and ARD system.
3. If any passenger is trapped inside the lift car due to malfunction of ARD, the doors are to be opened manually for bringing out the passengers.
4. In the event of any alarm, the same is to be brought to the notice of SDE(E)/JTO(E).
5. if any abnormality is found/ in case of any emergency the same is to be reported to the Engineer-in-charge and the Lift CMC vendor/ online complaint booking system etc. for taking corrective measures..

## **XI. AUTOMATIC VOLTAGE REGULATOR / SERVO STABILISER**

1. Ensuring that the AVR is kept in clean, healthy condition.
2. Check the input and output voltages of the AVR and record in log book.
3. In case of any abnormality, report immediately to the SDE (E)/JTO (E) for corrective measures.

## **XII. UPS and Batteries**

1. Ensuring that the Ups and Batteries are kept in clean, healthy condition.
2. Check the electrolyte of Batteries periodically and top up of distilled water as and when required.
3. In case of any abnormality, report immediately to the SDE (E)/JTO (E) for corrective measures.

**Exceptions:** Materials are not in the scope of the contractor against this tender.

## **MISCELLANEOUS CONDITIONS**

1. Electrical maintenance shall be carried out as per instructions contained herein & in the respective sections. (Without materials).
2. The firm will provide qualified staff required for proper operation, day to day maintenance & upkeep of services as per the instruction of Engineer-in-charge.
3. **The operation staff is to be available round the months even on holidays.**
4. The firm has to supply details as per FORMAT-I of all the workers to be engaged by it before start of the work. Changes if any are to be made under proper intimation to the Engineer in Charge.
5. The workers engaged by firm should maintain proper discipline and good behavior with building occupants. The firm shall remove such workers from the site whose behavior is found improper. Engineer – in – Charge’s decision shall be final. Any instruction issued by the Departmental Officer has to be followed by the staff of Agency failing which they shall be removed as per the decision of E-in-C. ***During free time they should do day to day maintenance of Electrical Installation including cleaning etc.***
6. VIP Complaint (as identified by E –in C) should be attended immediately.
7. Agency has to observe all the labour rules & regulations in force.
8. The details such as EPF number, ESI number, qualifications, identity proof and address proof of operative staff shall be furnished before commencement of contract. ***The contact details, ID and address proof of operative staff shall be intimated to the nearest police station before commencement of contract.***
9. **Qualification of persons to be posted at site:-**  
Electrical workman permit/ workman’s competency certificate/Electrical Workman’s license (certificate of competency class-II) OR any other equivalent certificate with at Least two years experience in the line.
10. Firm should have round the clock Mobile telephone number. In case of Emergency and during visit of higher officers, contractor and his authorized engineer supervisor shall be available at site on short notice from Engineer-In-Charge.

11. Maintenance operators on duty shall have mobile telephone connection. The mobile no. shall be intimated to JTO / SDE / Engineer In charge.
12. The Contractor has to maintain the "Register of workman employed" and "Register of Wages paid to the workman employed" in prescribed formats as per statutory regulations.

**13. TOOLS & PLANTS**

**All tools and plants, testing & safety equipments required for carrying out various tasks relevant to operation and maintenance have to be arranged by agency at its own cost.**

\*\*\*\*\*



**FORMAT - I**

**A. DETAILS TO BE SUPPLIED BEFORE STARTING THE WORK.**

1.	Name of the Agency <b>(With Office Address)</b>	:	
2.	Name of the Proprietor	:	
3.	Telephone No.(s) of the firm	:	
4.	<b>Name &amp; Address of the Supervisor</b>		
5.	24 Hours contact No.	:	
6.	Particulars of the License/ Registration	:	

**B. DETAILS OF THE STAFF TO BE POSTED AT SITE.**

Sl. no.	Name of Staff	<i>Designation / Responsibility</i>	Qualification / Experience	Permanent Address	Present Address	EPF No.	ESI no.

**CERTIFICATE /UNDERTAKING**

I hereby certify that the above details of the staff have been personally verified by me. They bear good moral character and I stand full responsibility for them.

**Signature of Contractor.**

**Name:-**

**(Seal)**

**FORMAT - II**

**COMPLAINT REGISTER**

Date & Time of Complaint	Officer/section lodging Complaint	Nature of Complaint	Date & Time of redressal of complaint	Acknowledgement of rectification by complainant	Remarks

**FORMAT - III**

**SUBSTATION LOGBOOK**

Name of exchange:

Contract Demand:

Transformer Capacity:

Sl.No.	Date	Time	VOLTAGE			CURRENT			Power Factor		Max Demand	KWH Reading	Temp	Signature		
			RY(V <sub>1</sub> )	YB(V <sub>2</sub> )	BR(V <sub>3</sub> )	R(I <sub>1</sub> )	Y(I <sub>2</sub> )	B(I <sub>3</sub> )	Incoming	O/G P/F Panel	KVA	KW				
1		700														
		900														
		1100														
		.....														
		.....														

**LOG BOOK FOR ENGINE ALTERNATOR SET**

Name Of Exchange:													Month -		<b>DIESEL ACCOUNTS</b>										
Details of Engine :													Details of Alternator :												
Engine No :													Make and Model :												
Make and Model :													KVA :												
Date	Time		Hour Meter reading		DG Supply Voltage			Current			KWH		Freq. meter reading	PF	Water Temp	Oil Temp	Oil Pressure	Battery		Sign of Operator	Opening Balance	Diesel Added	Diesel consume	Closing Balance	Remarks
	ON	OFF	START	STOP	RY	YB	BR	R	Y	B	Start	Stop	Hz					Volts	Amperes						
<b>Total :</b>																									

Signature of Contractor

Signature of SDE (E)/JTO (E)

**FORMAT - V**

**LOG BOOK FOR PACKAGE AC UNITS**

Sl. No.	Date	Equipment Room	Time	No. of units installed	Sl. No. of units working	Total units working	Room Temperature	Ambient Temperature	Status of Compressor	Status of Condenser fans	
1			700								
			900								
			1100								
			.....								
			.....								

**SECTION- 3 Part C**  
**SCHEDULE OF REQUIREMENTS**

**NAME OF WORK:** Operation and Day to day Maintenance of Electromechanical services for RMC Data Centre at Door Sanchar Bhawan, Unit-IX, Bhubaneswar for 02 months..

SI No	Description of items	Quantity
1	Operation of the Electromechanical Services i.e. EA Sets, Precision type Package AC Units, Split A/C units, Online UPS, Addressable Fire Detection and Alarm system, Fire suppression system, Fire Extinguishers, Public Address system, EI & Fans etc. , maintaining Log Books and recording parameters of Precision ACs, E/A sets and EB supply, giving information to the authority immediately during occurrence of faults or malfunctioning of equipments, attending day to day minor electrical faults of fittings and fans, replacement of defective components in fittings and fans, replacement of fuses, MCBs, wires etc. (materials will be supplied by the department), supplying of grease, distilled water, fuse wire, cotton waste etc., recording complaints in complaint register and maintaining visitor's register, monitoring power factor and ensuring non wastage of electrical energy, periodical checking of electrical connections and power supply systems to all equipments, tightening of loose connections if any, cleaning of panel room, Electrical panels, Fire Detection & Alarm system, BMS, CCTV, Fire suppression and Access control systems, Fire Extinguishers and electrical fans and Fittings etc. regularly as required by deploying One Semi Skilled staff in each shifts for 3 shifts per day as per the direction of Engineer in Charge / RMC DC authority including arranging required tools & plant etc as required.	2 months

\*\*\*

**SECTION-4 Part A  
GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

*(Special Instruction to Bidders in Section -4 Part B will supersede the instructions in this section in case of any conflict)*

**1.0 DEFINITIONS**

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd.(BSNL), New Delhi
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid. (**Tenderers**)
- (c) **"The Supplier/Contractor"** means the individual or firm supplying the goods / Services or to execute the works under the contract.
- (d) **"The Goods"** means all the equipment, machinery, and/or other materials which the Supplier/Contractor is required to supply to the purchaser under the contract.
- (e) **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder. (**Acceptance letter or LOI**).
- (f) **"The Purchase Order"** means the order placed by the purchaser on the Supplier/Contractor signed by the purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document. (**Award letter/Work Order**).
- (g) **"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.
- (h) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

**2.0 ELIGIBILITY CONDITIONS:**

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

**3.0 COST OF BIDDING**

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

**4.0 DOCUMENTS REQUIRED**

4.1 The goods/services required to be supplied/ provided, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

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

## **5.0 CLARIFICATION OF BID DOCUMENTS**

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by FAX or by E-mail of the purchaser as indicated in the invitation of Bid. The purchaser shall respond in writing to any request for the clarification of the Bid Documents, **which it receives 03 days prior to the date of opening of the Tenders.** Copies of the query (without identifying the source) and clarifications by the purchaser shall be uploaded on the BSNL Tender website.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

## **6.0 AMENDMENT OF BID DOCUMENTS**

- 6.1 The purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders 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 bidders.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## **7.0 DOCUMENTS COMPRISING THE BID**

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

- a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- b) Bid Security furnished in accordance with clause 12.
- c) A Clause by Clause compliance as per clause 11.2(c)
- d) A Bid form and price schedule completed in accordance with clause 8 & 9.
- e) Tender Cost in accordance with Clause 2.2 of Section-1 (Detailed NIT)
- f) Other requisite documents as per Clause 6.1 and 6.2 of Section-1 (Detailed NIT)

## **8.0 BID FORM**

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

## **9.0 BID PRICES**

- 9.1 The bidder 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 purchaser.

- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (a) 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.
  - (b) The Supplier/Contractor shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement at Section 3 part C.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non- responsive and rejected.
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at the price of equipment/ system offered.
- 9.5 "**DISCOUNT** if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. 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.
- 9.7 The freight by sea for transportation of equipment/Stores from the nearest port in the mainland to Andaman & Nicobar Islands will be reimbursed to the Supplier/Contractor at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

#### **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

- 10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the documents as per clause-4.1 (a to d), 4.2 and notes provided therein of Section-1 (DNIT) or whichever is required as per terms and conditions of Bid Documents (i.e. only those documents to prove eligibility and qualification of specific bidder)
- 10.2 Documentary evidence for financial and technical capability
- a) The bidder shall furnish Turn over certificate from its Chartered Accountants showing the Turn over for last 3 years.
  - b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.



- 10.3 In order to enable the purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

**11.0 DOCUMENTS ESTABLISHING GOODS' / SERVICES CONFORMITY TO BID DOCUMENTS**

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) a detailed description of goods with essential technical and performance characteristics;
  - (b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser and
  - (c) a clause-by-clause compliance on the Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions (Section- 5 Part A & B), shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

**12.0 BID SECURITY /EMD**

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

**12.2 THE MSE BIDDERS ARE EXEMPTED FROM PAYMENT OF BID SECURITY:**

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) 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.

**12.3** The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para12.7.

12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected being non-responsive at the bid opening stage and shall be returned to the bidder.

12.5 The bid security of the unsuccessful bidder will be discharged /returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.

**12.7 THE BID SECURITY MAY BE FORFEITED:**

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently, or
- b) If the bidder does not accept the PO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

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

**13.0 PERIOD OF VALIDITY OF BIDS**

13 .1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected being non- responsive.

13.2 In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

**14.0 FORMAT AND SIGNING OF BID**

14.1. The bidder shall submit his bid, 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 bid.

Note:- The purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

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

#### **14.3 Power of Attorney**

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

#### **15.0 SEALING AND MARKING OF BIDS**

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

15.2 The envelope will contain documents of bidder's satisfying the eligibility/Technical & commercial conditions as per clause 2&10 with bid security & Tender cost as per clause and bid containing Price Schedules as per Section 9 Part B.

15.2 If the envelope not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

#### **16.0 SUBMISSION OF BIDS**

16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6.4 of Section-I i.e. DNIT.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

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

## **17.0 LATE BIDS**

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

## **18.0 MODIFICATION AND WITHDRAWAL OF BIDS**

1.1 The bidder will not be allowed to modify, revise or withdraw his bid after submission prescribed for submission of bid.

## **19.0 OPENING OF BIDS**

19.1 The purchaser shall open bids physically in the presence of the authorized representatives of bidders present who chose to attend, at time & date specified in Clause-7 of DNIT (Section-1) on due date. The bidder's representatives, who are present, shall sign the tender register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.(A Format is given in enclosed Section 7 C).

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

19.3 Name of envelopes to be opened & information to be read out by Bid Opening authority  
(i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.

(ii) The following information should be read out at the time of bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.
- f) Name of the item
- g) Quantities/prices quoted in the bid
- h) Discount, if offered
- i) Taxes & levies

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

## **20.0 CLARIFICATION OF BIDS**

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

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

**21.0 PRELIMINARY EVALUATION**

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted 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 purchaser.
- 21.3 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 bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. Purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of then non-conformity.
- 21.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

**22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

- (a) **The evaluation and comparison of responsive bids shall be done on the basis of total quoted amount including GST and on the prices of the goods/services offered along with all applicable taxes, packing, Forwarding, Freight & Insurance charges etc. of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.**
- (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 non 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 bidder performing necessary act for enabling BSNL to claim the credit viz. upload the information on GSTN. However the purchaser may allow the Supplier/Contractor to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- (e) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/Custom Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST Act/ Customs Tariff notifications.
- (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.

### **23.0 CONTACTING THE PURCHASER**

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

### **24.0 PLACEMENT OF ORDER**

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

### **25. PURCHASER'S RIGHT TO VARY QUANTITIES**

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

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

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

**27. SIGNING OF CONTRACT**

27.1 The issue of Purchase order shall constitute the award of contract on the bidder.

27.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section.

27.3 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.

**28. ANNULMENT OF AWARD**

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

**29. QUALITY ASSURANCE REQUIREMENTS**

NIT approving authority may require the Supplier/Contractor to have Quality Management System supported and evidenced by any combination of the following measures or any other measures:

- a) A Quality Policy.
- b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- d) System of Inward Good Inspection.
- e) System to calibrate and maintain required measuring and test equipment.
- f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- g) Configuration management and change-control mechanism.
- h) A quality plan for the product.
- i) Periodical internal quality audits.
- j) A 'Quality Manual' detailing the above shall be furnished.



### **30. REJECTION OF BIDS**

- 30.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
  - b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
  - c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
  - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, 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 9.5 on discount which is reproduced below:- "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 30.2 Before outright rejection of the Bid by Bid-opening team/ tender opening authority for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team / tender opening authority, he/they can submit the representation to the Bid 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.
- 30.3 Bid opening authority will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 30.3 The bid opening authority will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and

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

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

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

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

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

Purchaser will take action as specified in Appendix-1 of this section.

**32. NEAR-RELATIONSHIP CERTIFICATE**

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

32.1 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 them anneras 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).

**33. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

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

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

\*\*\*

## **SECTION-4 Part B**

### **SPECIAL INSTRUCTIONS TO BIDDERS**

*Provisions in the Special Instructions to Bidders and Eligibility Conditions (SIB) (SECTION-4 Part B ) shall supersede the corresponding provisions in the General Instructions to Bidders (GIB) (SECTION-4 Part A) in case of conflict.*

**14. Eligibility Criteria:** As prescribed in the Detailed Notice inviting tender forming part of this document.

**15. BID SECURITY/EMD:** The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 12.1 & 12.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in Section-7 (A) on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

#### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. 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.

**20. 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 (with in 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.

**21. BYE-LAWS LIABILITIES AGAINST DAMAES AND ACCIDENTS**

- a) The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works 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.
- b) **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.
- c) **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.
- d) **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.
- e) **ACCIDENTS DURING EXECUTION OF WORKS:** 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 purchaser for the procurement of goods/Services/works.

**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 purchaser 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 purchaser for an amount equal to **5% of the value of Advance purchase order within 14days** from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of **Bank Guarantee** issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

**5. PAYMENT TERMS**

- 5.1 Payment of specified percentage of the price as stated in clause 5 of Section -2 (Tender Information) shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
- (a) Invoice clearly indicating break up details of composite price i.e. Basic, 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.

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 purchaser on the request of the bidder as and when asked for.

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

5.5 The bidder has to give the mandate for receiving payment electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder 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. PRICES**

6.1 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 Bid except for variation caused by change in taxes/ duties as specified in Clause-6.2 mentioned below.

6.2 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, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.
- (c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

6.3 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 Purchaser 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.

## **7. CHANGES IN PURCHASE ORDERS**

7.1 The purchaser 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 Purchaser;
- (b) the method of transportation or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the Supplier/Contractor.

7.2 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.

## **8. DELAYS IN THE SUPPLIER/CONTRACTOR'S PERFORMANCE**

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

8.2 Delay by the Supplier/Contractor in the performance of its delivery 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.

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

- (a) Promptly notify to the Purchaser 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 purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 9.2 Section-5A as per provision given below:
- (b) The Supplier/Contractor has to submit their request for extension along with the undertaking as per clause 15 Section-5A (Fall Clause) **at least two weeks before the expiry of delivery period.** The Supplier/Contractor shall also submit un conditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 6.3 and 15 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 for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.
- (d) If the Supplier/Contractor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.

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

## 9. LIQUIDATED DAMAGES

- 9.1 The date of delivery of the stores / date of completion of works stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery/completion must be completed no later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries/completion be made after expiry of the contracted delivery/completion period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 9.2 below
- 9.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:
- (a) Should the Supplier/Contractor fails to deliver the store/complete the work or any consignment thereof within the period prescribed and agreed for delivery/completion of work, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover ,as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply/value of delayed completion works and/ or undelivered material/ /uncompleted works 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 works for each week of delay or part thereof for another TEN weeks of delay.
  - (b) DP extension/EOT 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 purchaser and decision of the purchaser 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 20weeks only as per provision at Para(a).
- 9.3 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.

## **10. FORCE MAJEURE**

- 10.1 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 Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 10.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier/Contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier/Contractor at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier/Contractor may with the concurrence of the purchaser elect to retain.

## **11. ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT.**

- 11.1 In case of default by Bidder(s)/ Contractor(s) such as
- (a) Failure to deliver and/ or commission any or all of the goods /completion of works within the time period(s) specified in the contract, or any extension thereof granted by the purchaser 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: Purchaser will take action as specified in Appendix-1 of Section-4, Part-A.

## **12. 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.

## **13. 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 purchaser or any other person(s) contracting through the BSNL and setoff the same against any claim of the Purchaser 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 Purchaser or such other person(s) contracting through the BSNL.

## **14. DETAILS OF THE PRODUCT**

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

## **15. FALL CLAUSE**

- 15.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 6.1 of Section-5A. Further, if at any time during the contract
- (a) It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/service;
- And / or
- (b) The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.
- 15.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the purchaser shall have the right to terminate the contract without

accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the Supplier/Contractor and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

- 15.3 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."
- 15.4 In case under taking as in Clause 6.3 is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

**16. COURT JURISDICTION**

- 16.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ 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.
- 16.2 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".*

**17. General Guidelines:-**

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

\*\*\*\*\*

## SECTION – 5 Part B

### SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

*Provisions in the Special Commercial Conditions of Contract (SCC) (SECTION-5 Part B) shall supersede the corresponding provisions in the General Commercial Conditions of Contract (GCC) (SECTION-5 Part A) in case of conflict.*

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 "works" or "work" shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works 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 works 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. Works 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 works. 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 recognised 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 works 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 works.
  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 works comprised therein according to drawings and specifications or from any of his obligations under the contract.

**8. SIGNING OF CONTRACT:**

8.1 The successful tenderer /contractor, on acceptance of his tender by the Accepting Authority, shall, within 07 days from the date of formal award of work by the Engineer in Charge, 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.

8.2 The agreement to be signed on non-judicial stamp paper and the cost to be decided as per the prevailing local bye-laws or zonal head of the circle.

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

**9. BID BOND GAURANTEE OR EARNEST MONEY DEPOSIT (EMD)**

**9.1 Purpose**

The Bid Bond Guarantee also known as Earnest Money Deposit (EMD) or Earnest Money Bank Guarantee (EMBG).The purpose of EMD is to get a commitment by the Bidder to honour its bid during the bid validity period.

**9.2 Value**

The value of EMD will be @2% of the total estimated cost of the equipment/ stores including services proposed to be procured in the tender subject to a maximum of Rupees Two Crore.

**9.3 Validity Period**

The validity period of the EM BG should be 30days beyond the Bid validity i.e. n+30 days, where 'n' is number of days invalidity period of offer e.g.90+30 = 120 days, if the bid validity period is 90 days.

**9.4 Extension of Validity Period**

In case, where BSNL finds that it is not able to place Advance Purchase Order within the validity period of the bid, BSNL can request all bidders to extend the validity of their respective bids and the EMBGs by a reasonable period. In such cases, extension of validity of Bid Security Bond by 30 days beyond the extended validity date of bids should also be asked for. While BSNL can make the request for extension, the bidder is free to either extend the validity or refuse the request to extend the Validity.

**9.5 Release of EMD**

9.5.1 EMD of all unsuccessful Bidders should be released on placement of Purchase Order (PO) on the successful bidders. This should be done within one month of release of Purchase Order(s).

9.5.2 In case of successful Bidders, the EM BG shall be released on receipt of their acceptance of Advance Purchase Order and furnishing the performance security.



9.5.3 Where BSNL requests the Bidder to extend the validity of the Bid beyond the stipulated period given in the Bid documents, and the bidder refuses to extend the validity of its bid, the EMD of such Bidders shall be returned within one month of receipt of such communication. In such cases, the bidder shall not be considered for further evaluation or ordering.

#### **9.6 Encashment of EMD**

9.6.1 EMD of a bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the Bid Form or extended subsequently.

9.6.2 When BSNL places an Advance Purchase Order / purchase order on the successful bidder on its quoted price and the bidder refuses to accept it within the scheduled period as stated in APO, EMD shall be forfeited.

9.6.3 The decision of BSNL in this regard will be final & binding.

#### **9.7 Acceptable forms of EMD**

The EMD should be in the form of a Bank Guarantee drawn from a scheduled bank in favour of BSNL. EMD in the form of Account Payee Demand Draft, Fixed Deposit Receipt or Banker's Cheque, safeguarding BSNL's interest in all respects, shall also be acceptable. However, no interest shall be payable on EMD received in form of DD/banker's cheque.

### **10. PERFORMANCE GUARANTEE:**

10.1 The contractor is required to furnish performance guarantee to an amount equal to 10% 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 06 months from the actual date of competition of works.

#### **10.2 RELEASE OF PERFORMANCE GUARANTEE**

The Performance Guarantee deposited shall be released after handing over of the installation to the department or to the new vendor and after furnishing proof of payment of all wages to the staff and all statutory payments , i.e. EPF, ESI, etc.

### **11. SECURITY DEPOSIT:**

No further Security Deposit will be recovered from the running bills of the contractor.

### **12. ADDITIONAL PERFORMANCE GUARANTEE:**

In case if the total quoted amount of the lowest tenderer is found to be lesser than 90% (Ninety percent) of the estimated cost, then an additional performance guarantee equal to the difference between 90% of the Estimated cost and the quoted amount will have to be deposited by the lowest tenderer at the time of submission of the original Performance guarantee. This additional performance guarantee will be released along with the original performance guarantee upon successful completion of the work.

**13. DATE OF COMPLETION**

On completion of maintenance and operation work in all respect as per agreement and handing over of the same to BSNL/new agency, the work shall be considered as completed.

**14. PAYMENT SYSTEM:**

14.1 Bills will be submitted by the vendor on monthly basis for processing.

14.2 Payment will be made as soon as possible, subject to availability of fund.

14.3 Amounts towards EPF and ESI of the staff employed will be paid against submission of proof of payment.

14.4 GST will be paid after submission of the GST return by the firm and after confirmation with GSTR 2A.

**15. DOCUMENTS TO BE SUBMITTED BY THE SUPPLIER / CONTRACTOR FOR PROCESSING BILLS**

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

i) Tax Invoice indicating proper HSN/SAC code of material supplied/works executed.

ii) Delivery challan / Goods receipt /work completion certificate.

iii) Computerised measurement books in triplicate.

iv) Proof of payment of EPF & ESI.

v) Copy of register of workmen employed by the contractor for this work.

vi) Copy of register of Wages paid to the workmen for this work.

**16. 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.

**17. 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 of one week duration at any time during the currency of the contract. BSNL reserves the right to extend the period of contract for a period of **02 months** at the same rate, terms and conditions of the tender.

**18. 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.

**19. 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. For Operation and Maintenance/AMC/CMC works, one month notice prior to closure of contract shall be treated as final.

**20. TERMINATION OF CONTRACT**

Right is reserved by BSNL for terminating the contract due to serious default. This includes abnormal delay in completion of the works, 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.

**21. 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.

**22. 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.

**23. COMPUTERISED MEASUREMENT BOOKS (CMB'S) AND BILLS TO BE SUBMITTED BY THE CONTRACTOR / FIRM**

**23.1 Application and format of the computerised MB:** A bound volume of computerised measurements to be furnished by the contractor, duly machine numbered for the pages, and with an MB number given by the Division Office. The pages of these Measurement Books shall be of A-4 size. All these Measurement Books belonging to a Division shall be serially numbered, and a record of these Computerised Measurement Books shall be maintained in a separate Register in Form CPWA 92. The same format as in existing Measurement Books shall be used for the Computerised Measurement Books. The measurements shall be carried forward from the previous recorded measurements as per the existing procedure.

**23.2 Mode Of Measurements:** The measurements shall be recorded and entered in computerised format in the first instance by the contractor, and a hard copy shall be submitted to the Department. These measurements shall then be 100% checked by JTO (E). If JTO (E) is not available, S D E (E) shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerised measurements, and submit to the department the corrected computerized measurements in the form of a book, duly hard bound in red colour on the lines of the conventional Measurement Books and with its pages machine numbered. The SDE (E) and the Executive Engineer (E) shall test check these computerised measurements as per the existing instructions. This book shall be treated as a Computerised Measurement Book. JTO (E), SDE (E) and EE (E) shall record the necessary certificates for their checks and test checks as per the existing procedure in this Computerised Measurement Book. The Computerised Measurement Book shall be allotted a serial number as per the Register of Computerised Measurement Books.

**23.3 Cutting or over-writing in the computerised MB not allowed:** The Computerized Measurement Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing. It is the responsibility of JTO (E) or SDE (E) as the case may be to ensure that the checks and test checks done by them in the initial draft measurements are correctly incorporated in the Computerized Measurement Book before they record their certificates. In case of any error, the Computerised Measurement Book shall be cancelled, and the contractor shall re-submit a

fresh Computerized Measurement Book. This should be done before the corresponding computerised bill is submitted to the Division for payment. The contractor shall submit Computerised Measurement Books in triplicate for the purpose of reference and record in the various offices of the department.

**23.4 Computerised Bill to be submitted by the contractor:**The contractor shall submit his running and final bills in a computerised form in the same format as the existing conventional bills, with all the pages machine numbered, and hard bound, and with all the entries made as per the existing procedure. The contractor shall submit the computerized bills in triplicate as may be required for the purpose of reference and record in the various offices of the department. The bill shall be carried forward from the previous running account bill and these computerised bills shall be processed by the various offices for payment.

\*\*\*

**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 bidder 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 BIDSECURITY/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.....

**7 (C) For Letter of Authorization for attending Bid Opening Event.**

(To be typed preferably on letter head of the company)

**Subject: Authorization for attending Bid opening**

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

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

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

.....  
Name of the Representative

.....  
Signature of the alternative Representative

.....  
Name of the alternative Representative

Above Signatures Attested

- .....  
Note 1: Only one representative will be permitted to attend the Bid opening  
2. Permission for entry to the hall where bids are opened may be refused in case  
authorization as prescribed above is not received.

**SECTION- 8**

**Tenderer / Bidder's profile & Questionnaire.**

(To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

1. Name of the Individual/Firm: .....

2. Present Correspondence Address .....

.....

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

FAX No. ....

3. Address of place of Works/Manufacture :

.....

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

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

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

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

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

.....

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

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

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

B) Questionnaire

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

- 1.1 If Yes, Give details
- .....
- .....

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

- 2.1 If Yes, Give details
- .....
- .....

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

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

4. Suggestion for improvement of the tender document.
- .....
- .....

Place.....

Signature of contractor .....

Date.....

Name of contractor.....

**SECTION-9 Part-A**

**BID FORM**

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

From,

Bidder's Reference No:..... Dated.....

Ref: Your Tender Enquiry No. ....dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of.....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 from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

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

Witness:

Signature .....

Name .....

Address: .....

Signature .....

Name .....  
In the capacity of.....

Duly authorized to sign the bid  
for and on behalf of .....

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

**NIT No:** 84 / BSNL/BSR/2020-21

**Name of work:** Operation and Day to day Maintenance of Electromechanical services for RMC Data Centre at Door Sanchar Bhawan, Unit-IX, Bhubaneswar for 02 months.

**Name of Agency:**

Sr. No.	Description of Item	Quantity	Rate inclusive of GST (₹)	Unit	Amount inclusive of GST (₹)
1.	Operation of the Electromechanical Services i.e. EA Sets, Precision type Package AC Units, Split A/C units, Online UPS, Addressable Fire Detection and Alarm system, Fire suppression system, Fire Extinguishers, Public Address system, EI & Fans etc. , maintaining Log Books and recording parameters of Precision ACs, E/A sets and EB supply, giving information to the authority immediately during occurrence of faults or malfunctioning of equipments, attending day to day minor electrical faults of fittings and fans, replacement of defective components in fittings and fans, replacement of fuses, MCBs, wires etc. (materials will be supplied by the department), supplying of grease, distilled water, fuse wire, cotton waste etc., recording complaints in complaint register and maintaining visitor's register, monitoring power factor and ensuring non wastage of electrical energy, periodical checking of electrical connections and power supply systems to all equipments, tightening of loose connections if any, cleaning of panel room, Electrical panels, Fire Detection & Alarm system, BMS, CCTV, Fire suppression and Access control systems, Fire Extinguishers and electrical fans and Fittings etc. regularly as required by deploying One Semi Skilled staff in each shifts for 3 shifts per day as per the direction of Engineer in Charge / RMC DC authority including arranging required tools & plant etc as required.	02 months		Month	
			<b>TOTAL:</b>		

**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 bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
<b>Note 2:-</b> Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO</i>	i) Rejection of Bid & ii) Forfeiture of EMD.
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO/PO , ii) Rejection of Bid & 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 Bid & 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 Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.		

	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	
<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
<b>A</b>	<b>B</b>	<b>C</b>
2	<p>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 &amp; responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, Supplier/Contractors/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. Supplier/Contractors/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	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.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
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.	<p>i) Termination of PO/ WO.</p> <p>ii) Under take purchase/ work at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
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.	<p>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.</p> <p>ii) Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD.</p> <p>OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD;</p> <p>OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD;</p> <p>and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>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.</p>
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	<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>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>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).</p> <p>v) In case of turnkey projects, if the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>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).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; 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. (continues to page 174)</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con-td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) 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: (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.	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.
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note 8:-</b> In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
<b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

\*\*\*\*\*