

O/o Executive Engineer (E),
BSNL Electrical Division
3rd Floor, Door Sanchar Bhawan
Unit-IX, Janpath, Bhubaneswar - 751022
Phone – (0674) -2544902, FAX- 2540617
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भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)



TENDER DOCUMENT

NIT No: 101/BSNL/BSR/2020-21

Name of work: Operation of Pump sets and attending day to day Electrical faults at Staff Quarters complex, 2nd P & T Colony, Vani Vihar, Bhubaneswar



BHARAT SANCHAR NIGAM LIMITED

(A GOVT OF INDIA ENTERPRISE)

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NIT NO- 101 /BSNL/BSR/2020-21

NAME OF WORK: Operation of Pump sets and attending day to day Electrical faults at Staff Quarters complex, 2nd P & T Colony, Vani Vihar, Bhubaneswar

INDEX

S.No	Item	Page No.
1	Cover page	1
2	Index	2
3	SECTION-1, Part-A: Detailed Notice Inviting e-tender (DNIT)	3-8
4	SECTION- 2: Tender Information	9
5	SECTION- 3 Part A & B: Scope of work, Technical Specifications & Formats	10-13
6	Section - 3 –Part C: Schedule of Requirements	14
7	SECTION- 4 Part A: General Instructions to Bidders (GIB)	15-27
8	SECTION- 4 Part B: Special Instructions to Bidders (SIB)	28-29
9	SECTION-5 Part A: General (Commercial) Conditions of Contract (GCC)	30-40
10	SECTION-5 Part B: Special (Commercial) Conditions of Contract (SCC)	41-45
11	SECTION- 6: Undertaking & Declarations (6A, 6B, 6C & 6D)	46-49
12	SECTION- 7 A: Proformas for Performance Guarantee	50-51
13	SECTION- 7 B: Letter of Authorization for attending bid opening event	52
14	SECTION- 8: Bidder's profile & Questionnaire.	53-54
15	SECTION-9 Part-A: BID FORM	55
16	SECTION-9 Part-B: Priced Schedule	56
17	Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)	57-61

This Tender Document contains 61 pages



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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- 101 /BSNL/BSR/2020-21				
Sl. no	Name of the Work	Estimated Cost i/c GST	Time allowed	Tender Cost (i/c GST)- Non Refundable
1.	Operation of Pump sets and attending day to day Electrical faults at Staff Quarters complex, 2nd P & T Colony, Vani Vihar, Bhubaneswar	₹ 78,236/-	02 months	₹ 177/-

2.1 PURCHASE OF TENDER DOCUMENT:

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

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

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

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

4.1 ELIGIBILITY CRITERIA: - The bidder should have

a) Financial Norms:

Average annual turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost put to tender i.e. ₹ 23,471/-

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 ₹ 31,294/- each.
OR
- Two similar successfully completed works costing not less than the amount of ₹ 46,942/- each
OR
- One similar successfully completed work costing not less than the amount of ₹ 62,589/-.

c) Valid PAN

d) Valid GST Registration or exemption certificate.

e) Current certificate of having completed the work in the satisfactory manner with EPF/ESI compliance shall be furnished.

f) The firm shall have to possess a valid Electrical license issued by any State Govt.

g) Testimonials of satisfactory completion of works should be obtained from an officer not below the rank of Executive Engineer.

h) Similar work stands for "Operation/Maintenance/Comprehensive Maintenance of Pump sets / Electromechanical Services etc.....

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 bidder 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 bidder.

5.0 BID SECURITY/EMD & TENDER COST:

5.1 Vide DoE OM No. 9/4/2020-PPD Dated 12.11.2020 and subsequent Circular no. BSNLCO-MMT/12(15)/1/2020-MMT Dated 05.12.2020 of BSNL Corporate Office, New Delhi, no Bid Security /EMD shall be submitted / deposited by the bidder (s).

5.2 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 in the Tender or during the extended period of bid validity, the Bidder will be debarred from any further work/ contract by BSNL for one year from the date of issue of banning order by the tendering authority.

5.3 A declaration in this regard shall be submitted by the intending bidder (s) along with their Tender Documents as per format given in Section-6 (D).

5.4 ONLINE PAYMENT OF TENDER COST:

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

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

6.0. SUBMISSION OF TENDER DOCUMENTS:

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

- (i) **Envelope no.1:** The Envelope no. 1 should contain the Original Tender Cost as per clause 2.1 to 2.2 and credentials, undertakings, declarations etc. as listed in clause 6.1 below and should be subscribed as “Tender Cost & 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 bidder 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	Bid Security / EMD Declaration as per format given in Section-6 (D).
3	Documentary proof of satisfying eligibility conditions against clause 4.1 (a) to 4.1(h) 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 OR 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 EPF & ESI Registration Certificates.
7	Valid Electrical License of appropriate voltage issued by any State Govt.
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: Bidder / Bidder's profile & Questionnaire.
11	Section: 9 Part-A: Tender Form

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

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

Note.1 Tenders received by post or after the scheduled time and date will not be entertained.

Note 2: 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 bidder are requested to check the website: www.odisha.bsnl.co/tender regularly.

7.0 _OPENING OF TENDER TENDERS AND AWARD OF WORK:

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

- 7.1 Envelope no.1 will be opened first and Techno commercial documents of the participating bidders will be verified. Tender Cost, 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 bidders will be opened.
- 7.3 Incomplete, ambiguous, Conditional, unsealed tenders and without Tender Cost is 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 bidder 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 shall be treated as non-responsive and shall be rejected summarily.
- 11.0** The responsive bidder is to be asked to produce the original documents for verification if required. In case the bidder fails to furnish the same, they are likely to be disqualified and their tenders are to be rejected.
- 12.0** The lowest responsive bidder 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 3: All computer generated documents should be duly signed/ attested by the bidder / vendor organization.

13.0. CRITICAL DATES FOR TENDER EVENTS:

CRITICAL DATES		
S.NO	EVENT	DATE & TIME
1	Availability of hard copy of Tender Documents from Division office Or for downloading from the BSNL website: https://odisha.bsnl.co.in/tender	20-Jan-2021, 11.00 AM
2	Last Date & Time of issue of Tender Documents from Division office	28-Jan-2021, 05:00 PM
3	Tender Submission Start Date and Time	20-Jan-2021, 11:00 AM
4	Tender Submission End Date & Time	29-Jan-2021, 03:00 PM
5	Tender Opening Date and Time	29-Jan-2021, 03:30 PM
For Details please visit: https://odisha.bsnl.co.in/tender		

Executive Engineer (E)
BSNL Electrical Division
Bhubaneswar

No- Plg-04/BSNL-EDB/381

Date: 18 .01.2021

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 making arrangements for water pumping to staff quarters and attending minor electrical faults in staff quarters, compound lights and pump houses etc. as listed out in the schedule of work.

B. Scope of work:

Detailed scope of work is given in the schedule of work items and Technical Specifications of the work.

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. PUMPS SETS

1. The scope covers water pumping to staff quarters and ensuring availability of water in all the quarters round the clock during all the days of the month by operating the pump sets and associated suction and discharge/supply valves as and when required.
2. Keeping the system comprising of Pump sets, suction & discharge lines, valves and electrical panels/starters etc. in healthy and clean condition.
3. Maintaining Log books for pump sets as per Format-II and recording of various parameters and time of operation etc.
4. Pouring of water in earth pits during summer for maintenance of proper earth resistance and continuity should be ensured.
5. Periodical Checking of electrical system of pump sets for proper contacts and cleanliness.
6. Arranging grease, cotton waste, PVC tape etc. for the above work.
7. Restoration of blown fuses, resetting of MCCBs/MCBs, tightening of loose connections of Electrical connections etc. are to be carried out as and when required.
8. Ensure non wastage of water and electricity.
9. In case of any abnormality / breakdowns, intimate the concerned SDE(E)/EE(E) immediately for taking corrective measures.

Exceptions: Materials required for the above activities will be paid as per Schedule of work.

II. E.I. & FANS

1. Receiving day to day electrical complaints and recording in Complaint Book (Given in Format-III).
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. Lodging complaints with electrical power supply authority in case of EB power supply failure/ blown of DO fuses and coordination for power restoration etc.
4. Maintaining registers for complaints as per Format attached.

Exceptions: Materials required for the above activities will be paid as per Schedule of work.

III. 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. Checking 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 etc..

Exceptions: Materials required for the above activities will be paid as per Schedule of work.

IV. 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 staffs are to be available round the month 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 the 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.
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. 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.
10. Maintenance operators on duty shall have mobile telephone connection. The mobile no. shall be intimated to JTO / SDE / Engineer In charge.
11. 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.
12. The Contractor has to follow and abide by the statutory rules and regulations i/c safety rules etc.

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 (With Office Address)	:	
2.	Name of the Proprietor	:	
3.	Telephone No.(s) of the firm	:	
4.	EPF Registration no.		
5.	ESI Registration no.	:	
6.	Electrical License no.	:	
7.	24 Hours contact No.		

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

Name of Staff	Designation / Responsibility	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.

FORMAT - II

PUMP OPERATION REGISTER

(Pump House no.....)

Date	Time of Start	Time of Stop	Total Run hours	VOLTAGE			CURRENT			Remarks	Sign of operator
				R-Y	R-Y	Y-B	R	Y	B		

FORMAT - III

COMPALINT REGISTER

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

SECTION- 3 Part C
SCHEDULE OF REQUIREMENTS

NIT No- 101/BSNL/BSR/2020-21

NAME OF WORK: Operation of Pump sets and attending day to day Electrical faults at Staff Quarters complex, 2nd P & T Colony, Vani Vihar, Bhubaneswar

Sl. No.	Description of Item	Quantity
1.	Operation of different capacity Centrifugal and Submersible pump sets as listed below installed in 02 nos pump houses at 2nd P & T colony, Vani vihar, Bhubaneswar for loading water into the UG sumps, lifting to 2 nos of overhead water tanks and then supply to the different blocks / staff quarters by operating different suction / delivery valves, ensuring availability of water at all blocks & quarters, maintaining log books for Pump sets, monitoring the condition of the pumps, motors and control panels regularly, greasing of bearings, cleaning of Pumps, pump houses, control panels etc. and attending day to day minor electrical faults of fittings and fans in staff quarters, switching On and switching OFF the compound lights/Gate lights, replacement of defective components in fittings and fans, replacement of fuses, MCBs, wires etc. (materials will be supplied by the department), supplying of grease, fuse wire, cotton waste etc., recording complaints in complaint register and maintaining Log Books for Pump sets and ensuring non wastage of electrical energy etc. as required by deploying suitable and qualified staff etc. as required. (Materials are not included in the scope this work).	2 months
	i) E.I & Fans and LT panel - Staff Qtrs & Pump House.	
	ii) Centrifugal Pump Motor sets : 2X7.5 HP.	
	iii) Submersible Pump sets : 1X3HP + 1X2 HP + 1X7.5HP	

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.
- (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.
- (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.
- (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 05 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) A Clause by Clause compliance as per clause 11.2(c)
- c) A Bid form and price schedule completed in accordance with clause 8 & 9.
- d) 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) MSE unit is required to submit its monthly delivery schedule.~~
- ~~d) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, He will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.~~

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. 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.
- 15.3 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

- 18.1 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) Information in respect of eligibility of the bidder.
- d) Details of bid modification/ withdrawal, if applicable.
- e) Name of the item
- f) Quantities/prices quoted in the bid
- g) Discount, if offered
- h) 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 tenders shall be done on the basis of Net cost to BSNL (excluding GST) on the prices of the goods offered along with all applicable taxes, packing, Forwarding, Freight & Insurance charges etc. of the Tender-document after arithmetical correction in the manner laid down in clause 21.1 to 21.6 above but excluding taxes which are creditable to BSNL.**
- (b) Duties, Taxes & Cesses for which the firm has to furnish GST Challans/Tax Invoices will be indicated separately in the PO.
- (c) Vendors should furnish the correct HSN/SAC classification/Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the Supplier/Contractors will be liable to refund such non admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
- (d) In case the Duties & Taxes which are 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 bidder/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 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 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 the manner as father, mother, son(s)&Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

(d) The format of the certificate is given in Section 6 (C).

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.

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

- ~~**2. 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.~~

- 3. 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.

- 4. 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.

- 5. 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.

- 6. 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.

7. EXTRA/SUBSTITUTED/DEVIATED ITEMS OF WORK

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

8. 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.

9. 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 one month notice at any time during the currency of the contract. BSNL reserves the right to extend the period of contract by another two months at the same rate, terms and conditions of the tender. However, in exceptional cases, BSNL reserves the right to extend the Contract for another two months under the written consent of the vendor at the same rates or at a negotiated rate (downwards) considering the prevailing market conditions.

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 **3% 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 3 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 impending 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. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise) (Not applicable in cases valuing less than Rs. 5 lakhs)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation,

effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

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

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

- (3) Neither party shall appoint its serving employee as arbitrator.
 4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed denovo.
 5. Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
 6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.
- [29B. Fast track procedure – (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section(3).

- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section(1):-
- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub- sections (3) to (9) of Section 29 A shall apply to the proceedings.
- (6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

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

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

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

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

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case maybe).
 10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.
- II. Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, EOIs, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

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

14. INTIMATION OF SUPPLY STATUS

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

15. 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.

16. FALL CLAUSE

16.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 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.

16.2 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 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.

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

service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."

- 16.4 In case under taking as in Clause 24.3 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.

17. COURT JURISDICTION

- 17.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 17.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

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

18. GENERAL GUIDELINES:-

"The General guidelines as contained in Chapter 5, 6 and 8 of General Financial Rules as amended from time to time on 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)

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC)

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.

1. Signing of Contract: The successful bidder /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.

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.

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

8. PERFORMANCE GURANTEE:

8.1 The contractor is required to furnish performance guarantee to an amount equal to 3% 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 for a period of **06 months**.

8.2 In case the time for contract period gets enlarged ,the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time to cover up the contract period.

8.3 In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the Performance guarantee shall stand forfeited in full and shall be at the disposal of the BSNL

9. SECURITY DEPOSIT:

(i) In addition to performance Guarantee, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 10% (i/c 3% PG) of the tendered value of the work or value of work done whichever is more.

(ii) Additional performance Guarantee @ 7% of the gross amount of the bill can be deposited by the contractor in lieu of the above Security Deposit.

3. RELEASE OF SECURITY DEPOSIT & PERFORMANCE GURANTEE:

The Security deposit & Performance Guarantee shall be released after actual completion date of work and handing over the assets to BSNL subject to compliance of all the contractual obligations and warranty clauses etc.

11. PAYMENT TERMS:

- 11.1 Bills will be submitted by the Supplier / Contractor after successfully execution of work for processing.
- 11.2 Payment will be made as soon as possible, subject to availability of fund.
- 11.3 GST will be paid after submission of the GST return by the firm and after confirmation with GSTR 2A.

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

The Contractor/Firm has 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) Warranty documents / Technical leaflets if any.
- v) Payment proof of staff and their EPF & ESI etc.

12. TAX DEDUCTED AT SOURCE:

BSNL shall deduct income tax/TDS and other statutory deductions from payments due to the firm as per rules of the State/Central Government.

13. 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 work assigned as well as on the ground of non availability of sites during the currency of contract.

14. 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.

15. 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.

- 16. COMPUTERISED MEASUREMENT BOOKS (CMB'S) AND BILLS TO BE SUBMITTED BY THE CONTRACTOR / FIRM**
- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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, BSNL may take action against me/us as per clause 5.1 to 5.3 of Section-1 (Detailed NIT)

b) The bidder 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 LOI/ Purchase order/ work order if issued and forfeit the PG/SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

Signature of Bidder

Place:.....

Name of Bidder:.....
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 bidder
With date and seal

6 (D) – BID SECURITY DECLARATION

"I/ We,.....on behalf of
M/s.....(Name of bidder Firm) do
hereby undertake that,

If I/We withdraw or amend my /our bid or impairs or derogates from the bid in any respect during the period of bid validity specified in the Tender or during the extended period of bid validity, I / We will be debarred from any further work/ contract by BSNL for a period of one year from the date of issue of banning order by the tendering authority.

Signature of the bidder
With date and seal

**7(A) Performa 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(B) 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

Bidder / Bidder's profile & Questionnaire.

(To be filled in and submitted by the bidder)

A) Bidder'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. datedthe 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: 101 / BSNL/BSR/2020-21

Name of work: Operation of Pump sets and attending day to day Electrical faults at Staff Quarters complex, 2nd P & T Colony, Vani Vihar, Bhubaneswar

Name of Agency:

Sl. No	Description of Item	Quantity	Rate per month Excluding GST (₹)	Unit	Amount excluding GST (₹)
1.	Operation of different capacity Centrifugal and Submersible pump sets as listed below installed in 02 nos pump houses at 2nd P & T colony, Vani vihar, Bhubaneswar for loading water into the UG sumps, lifting to 2 nos of overhead water tanks and then supply to the different blocks / staff quarters by operating different suction / delivery valves, ensuring availability of water at all blocks & quarters, maintaining log books for Pump sets, monitoring the condition of the pumps, motors and control panels regularly, greasing of bearings, cleaning of Pumps, pump houses, control panels etc. and attending day to day minor electrical faults of fittings and fans in staff quarters, switching On and switching OFF the compound lights/Gate lights, replacement of defective components in fittings and fans, replacement of fuses, MCBs, wires etc. (materials will be supplied by the department), supplying of grease, fuse wire, cotton waste etc., recording complaints in complaint register and maintaining Log Books for Pump sets and ensuring non wastage of electrical energy etc. as required by deploying suitable and qualified staff etc. as required. (Materials are not included in the scope this work).	2 months		Month	
TOTAL:					
Add GST @					
G.TOTAL:					

Executive Engineer (E)

Signature of the Contractor with seal

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

S. No.	Defaults of the 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.	
Note 1:- However, in this case the performance guarantee if alright will not be forfeited.		
Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.)	i) 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. iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.

	(iv) If <i>detection of default after issue of PO/ WO</i>	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of PG/ SD.</p> <p>However on realization of PG/ SD amount, EMD, if not released shall be returned.</p> <p>iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.</p>
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	<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 & 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 & 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 & 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) & 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 & 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>
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) & 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 & 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; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	Submission of claims to BSNL against a contract	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner.</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>
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	<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 & 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>
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.

	<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>	
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the 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>
		<p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the 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	<p>If the vendor does not return/ refuses to return BSNL's dues:</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p>

	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. (continues to page 174)
10 con- td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ Supplier/Contractor has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
	(b) If the vendor/ Supplier/Contractor fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ Supplier/Contractor fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ Supplier/Contractor.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8: -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

END
