

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



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



TENDER DOCUMENT

NIT No: 07 /BSNL/BSR/2020-21

Name of work: Replacement of faulty Compressors, Condenser coils and Repairing of 2TR /4 TR Cassette type AC units at BSNL Bhawan, unit-II, Ashok Nagar, Bhubaneswar.



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(A GOVT OF INDIA ENTERPRISE)

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This Tender Document contains 73 pages



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Phone – (0674) -2544902, FAX- 2540617, Email – eeebsnlbbsr@gmail.com

SECTION-1

DETAILED NOTICE INVITING TENDER (DNIT)

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

NIT No-07/BSNL/BSR/2020-21					
Sl. no	Name of the Work	Estimated Cost i/c GST	Time of Completion of work	Bid Security / Earnest Money Deposit	Tender Cost (i/c GST)- Non Refundable
1.	Replacement of faulty Compressors, Condenser coils and Repairing of 2TR /4 TR Cassette type AC units at BSNL Bhawan, unit-II, Ashok Nagar, Bhubaneswar	₹ 1,81,931/-	10 days	₹ 3,639/-	₹ 590/-

2.1 Purchase of Tender Document:

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

2.3. For Tender documents downloaded from the website, the Tender Cost is to be submitted along with the EMD and Other documents of Techno commercial bid.

3.0 Availability of Tender documents: Tender documents can be obtained from the office of the Executive Engineer (E) **from 11.00 hrs of date. 23.06.2020 and up to 15.00 Hrs of date: 03/07/2020** and can be downloaded from the website www.odisha.bsnl.co.in/tender up to the closing date and time of the Tender.

4. 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. ₹ 54,579/-

AND

b) Physical Norms:

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

OR

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

i. Three similar successfully completed works costing not less than the amount equal to 40% of the Estimated Cost put to tender i.e. ₹ 72,772/- each.

OR

ii. Two similar successfully completed works costing not less than the amount equal to 60% of the Estimated Cost put to tender i.e. ₹ 1,09,159/- each.

OR

iii. One similar successfully completed works costing not less than the amount equal to 80% of the Estimated Cost put to tender i.e. ₹ 1,45,545/- each.

OR

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

d) Valid PAN

e) Valid GST Registration no. or exemption certificate no.

Note-1: Similar work stands for ““Repairing/Maintenance/Comprehensive Maintenance of Cassette type AC units.”.

4.1 . 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.

5. Bid Security/EMD:

5.1 The bidder shall furnish the bid EMD in one of the following ways:-

a) Demand Draft/ Banker’s cheque drawn in favour of “**A.O. (Cash), BSNL, O/o GMTD, Bhubaneswar “and payable at “Bhubaneswar”**” . **OR**

b) Bank Guarantee from a scheduled bank drawn in favour of “**A.O. (Cash), BSNL, O/o GMTD, Bhubaneswar**” which should be valid for 120 days from the tender opening date.

- c) FDR/TDR pledged in favour of “**A.O. (Cash), BSNL, O/o GMTD, Bhubaneswar**” which should be valid for minimum 120 days from the tender opening date.

5.2 The MSE units shall be exempted from submission of Bid Security deposit/EMD on production of requisite proof in respect of valid certification from MSME for the tendered item.

(The MSE units are advised to check their eligibility for availing exemption from submission of Bid Security deposit/EMD with reference to the nature of activities / business / items & materials mentioned in their MSE certificate issued by competent authority)

5.3 Validity period of Bid Security / EMD:

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

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 duly mentioning the Name of work, Name of Agency, Date of opening of and to be addressed to the **Executive Engineer (E), BSNL Electrical Division, Bhubaneswar.**

6.1. Envelope No-1

Envelope no.1 should contain the Technical commercial Bid with the following documents: All the documents should be self attested by the Firm/Agency with seal.

Sl. No	Description of Documents
1	Demand Draft/Banker’s Cheque of any Nationalized/scheduled bank in favour of “Accounts Officer Cash, BSNL, O/o the GMTD, BHUBANESWAR” towards Tender cost.
2	Demand Draft/Banker’s Cheque/ FDR / TDR /Bank Guarantee of any Nationalized/scheduled bank in favour of “Accounts Officer Cash, BSNL, O/o the GMTD, BHUBANESWAR” towards Bid Security / EMD.
3	Documentary proof of satisfying eligibility conditions against clause 4 a), 4b) & 4 c) of “Eligibility Criteria” of the NIT , as follows.
a)	Turn Over Certificate of the firm from Chartered Accountant for last 03 years.
	AND
b)	Manufacturer Registration Certificate/ Memorandum of Association in case of original Manufacturer of letter of authorization from manufacturer in original/ photocopy attested by BSNL Executive.
	OR
c)	Work Completion / Experience certificate (s) of BSNL since last 07 years, issued not below the rank of Executive Engineer /AGM.
	OR
d)	Valid Enlistment Memorandum of BSNL of Class-IV and above in Electrical category.
	AND
4	PAN card issued by Income Tax Department, Govt. of India.
5	Valid GST Registration Certificate issued by statutory authority.
6	Valid Electrical License of appropriate voltage issued by any State Govt.

7	MSME registration certificate for the tendered items/ works, if applicable
8	Undertaking & declaration duly filled & signed (section-6A & 6B)
9	Non-Relation Certificate duly filled & signed as per Section 6(C)
10	Bidder's Profile & Questionnaire as per Section-8
11	Tender/ Bid form- Section 9 , Part A
12	Power of Attorney & authorization for signing tender documents. (If applicable)
13	Integrity pact (if applicable)
14	Technical Leaflets/Manuals/Specifications if any

Envelope no.1 should be superscripted as **"ENVELOPE No-1" "TENDER COST, EMD & TECHNICAL BID"**

6.2. Envelope No-2

Envelope no.2 should contain the PRICE BID only as below.

- (i) Original Tender Document downloaded from the website or obtained from the office of the Executive Engineer (E), duly filled up the rates both in figures and words, signed and sealed by the bidder (s).
- (ii) The bidder should write the "Name of work, NIT No. Name of Agency, Date of opening" on the cover of the envelope and superscripted with **"ENVELOPE No-2- PRICE BID"**

6.3 Envelope No- 3

Envelope no.3 should contain Envelope No.1 and Envelope No.2

The third Envelope will be contained Envelope no.1 (Tender cost, EMD & Technical bid) and Envelope no.2 (Price Bid) and should be sealed properly and duly mentioned the Name of work, NIT number, Date of opening of bids and Name of bidder and to be addressed to the **Executive Engineer (E), BSNL Electrical Division, Bhubaneswar.**

6.4 Date & Time of Submission of Tender documents:

Tender Documents are to be submitted by dropping in the Tender box to be kept in the office of the **Executive Engineer (E), BSNL Electrical Division, Bhubaneswar 3rd Floor, Door Sanchar Bhawan, Unit-IX, Janpath, Bhubaneswar – 751022**, on or before **15:00 hrs of date. 03/07/2020**
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 bid is declared to be a holiday, the date of submission/opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/opening date due to any other unavoidable reason will be notified through BSNL website. Therefore, all intending bidders are requested to check the website: www.odisha.bsnl.co/tender regularly.

7.0 Opening of Tender Bids and Award of works:

Tenders will be opened in the office of the **Executive Engineer (E), BSNL Electrical Division, Bhubaneswar 3rd Floor, Door Sanchar Bhawan, Unit-IX, Janpath, Bhubaneswar – 751022 at 15.30 hrs on 03/07/2020.**

- 7.1 Technical bids of the participating bidders will be opened first. Tender Cost, EMD, documents satisfying the eligibility, physical & financial criteria along with declarations, under takings, registrations certificates etc. will be verified and Technical bid will be evaluated accordingly.
- 7.2 Thereafter, the Price bids of those bidders will be opened only who are technically qualified in their Techno commercial bids and whose Tender costs and EMDs are found in order.
- 7.3 Incomplete, ambiguous, Conditional, unsealed tenders and without Tender Cost & EMD are liable to be rejected.
- 8.0 Executive Engineer (E), BSNL Electrical Division, Bhubaneswar reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
- 9.0 The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is 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 bid shall be treated as non-responsive and shall be rejected summarily.
- 11.0 The Tender opening authority may ask the tenderers to produce the original documents for verification if required. In case the tenderer fails to furnish the same, they are likely to be disqualified and their tenders are to be rejected.
- 12.0 The lowest responsive 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 bid documents

Note 3: All computer generated documents should be duly signed/ attested by the bidder / vendor organization.

Executive Engineer (E)
BSNL Electrical Division
Bhubaneswar

No- Plg.04 /BSNL-EDB/104

Date: 22.06.2020

Copy to-

- 1) Chief Engineer (E), BSNL Electrical Odisha Zone, Bhubaneswar, for kind information.
- 2-3) Executive Engineer (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 : 10 days

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 Replacement of faulty Compressors, Condenser coils and Repairing of 2TR /4 TR Cassette type AC units at BSNL Bhawan, unit-II, Ashok Nagar, Bhubaneswar

B. Scope of work:

1. Fault attending of 2TR/4TR Cassette type Split AC units
2. Replacement of faulty Compressors and Condenser coils of 2 TR/4 TR Cassette type Split AC units by new ones.
3. Replacement of broken Condenser Fan blades, faulty capacitors and condenser motors of the Cassette type Split AC units.
4. Leak testing and charging of Refrigerant gas (R22) in the Cassette type Split AC units.
5. Servicing, repairing and testing of Cassette type Split AC units.

SECTION- 3 Part B
TECHNICAL SPECIFICATIONS

A. GENERAL

1. The works shall be done as per current BSNL/CPWD specifications for Electrical works as amended from time to time & Indian Electricity Rules as amended up to date
2. The work shall be carried out supervised by qualified and trained Technician/Supervisor.
3. The layout of the work will be given by Engineer-in-charge or his duly authorized representative at site of work.
4. All materials to be used on this work by the contactors shall be got approved from the Engineer in – charge before installation at site.
5. Any damages done to the building by the contractors during the execution of works shall have to be made good at his cost & risk. If he does not do himself within a reasonable time determined by the Executive Engineer (E), then the same will be got done at his risk & cost departmentally after giving notice to him.
6. Bad workmanship will not be accepted and defects shall be rectified at contractor’s cost to the satisfaction of the Engineer–in–charge. The progress of electrical works is to be coordinated in accordance with the availability and clearance of sites, no claim for idle staff / labour will be entertained by the department.
7. All the debris of the electrical works should be removed and the site should be cleared by the contractors immediately after the occurring of debris, similarly any rejected materials should be immediately cleared-off from the site by the contractor.
8. Cement, sand, stones, paint etc. for closing & painting the extra wall openings are to be arranged by the contractors himself and nothing extra will be paid on this account.
9. The contractor shall make his own arrangement at his own cost for electrical / general tools and plants required for the work.
10. The entire installation/equipments shall be at the risk & responsibility of the contactor until these are tested and handed over to the department. However if there is any delay from the department side, the installation may be taken over in parts but the decision on the same shall rests with Engineer – in – charge which shall be binding on the contractor.
11. Notwithstanding the schedule of quantities, all items of interrelated works considered necessary to execute and complete the works are deemed to be included, shall be provided by the contractor at no extra cost.
12. The connections & inter-connections shall be done by the contractor wherever required for energization of the installation/equipment /machineries and nothing extra shall be paid on this account.

13. In case some items/ part of the items have already been executed, the successful tenderer shall have to bear the cost of the same for completing the work. The recovery for such items/part of the items shall be made at the rates tendered by the contractor for the particular item if existing in the agreement. If the item does not exist in the agreement, then the recovery rate shall be prevailing market rates for the items plus/minus enhancement/reduction under clause 12 of the agreement.
14. Acceptable make of the materials shall be as per the makes and models mentioned in the schedule of work /Technical Specifications or as per the latest product directory of BSNL OR as per the direction of Engineer in charge.
15. The contractor shall have to obtain prior approval from Engineer – in – charge before placing order for any specific materials. The Engineer – in – charge may approve any of the makers of brands out of the above list.
16. All tools and plants, testing, Personal Protective Equipments (PPE) and Safety equipment/accessories required to carry out the works have to be arranged by contractor at its own cost.

B. TECHNICAL

1. Rotary Compressor:

Sl. No.	Description	Requirements
1	Type of Compressor / material	Rotary /Dual Rotary/Copper
2	Capacity	2.0 TR, 230 volt, 50 Hz
3	Refrigerant	R22
4	Displacement (cm ³ /rev)	39.8
5	Refrigeration Capacity (watts) / BTU/Hr	7000/24000 (Not less than)
6	Power Consumption in watts	< 2215 watts
7	Performance Ratio (W/W)	3.2
8	Capacitor (µfd / V)	50/400
9	Height of Compressor (mm)	354
10	Inside Diameter of Exhaust /Suction pipe (mm)	9.8 / 16.2

2. Copper Condenser Coil:

Sl. No.	Description	Requirements
1	Tube materials	Copper (Double row)
2	Fins material	Copper
3	Shape of Condenser Coil	L-Shaped
4	Size of Condenser coil	20 inch X 30 inch, Type-A
5	Compatible	2 Ton Cassette AC –LG make with R22 refrigerant

3. Condenser Fan motor:

Sl. No.	Description	Requirements
1	Model	Thermally protected, continuous duty
2	Ratings : HP (Watt) / Material	1/15 (54) / copper
3	Voltage	230V 50 Hz
4	RPM	900/1140
5	Capacitor (μ fd / V)	3.0/440VAC
6	Class of insulation	"B"
7	Compatible	2 Ton Cassette AC –LG make with R22 refrigerant

4. Copper pipes:

Sl. No.	Description	Requirements
1	Size	$\frac{1}{4}$ " , $\frac{1}{2}$ " , $\frac{5}{8}$ "
2	Type	Straight copper pipe
3	Thickness	24 SWG
4	Alloy / Non alloy	Non Alloy

SECTION- 3 Part C
SCHEDULE OF REQUIREMENTS

NAME OF WORK: Replacement of faulty Compressors, Condenser coils and Repairing of 2TR /4 TR Cassette type AC units at BSNL Bhawan, unit-II, Ashok Nagar, Bhubaneswar

SI No	Description of items	Quantity
1	Attending faults of 2TR / 4 TR Cassette type AC units i/c rectification of minor faults, servicing of indoor units, testing etc. complete as required.	8 jobs
2	Replacement of faulty and un-serviceable condenser coil of 2 TR Cassette AC units (LG make) by a new one of reputed make, L-type copper condenser coil 20X30 inch, Type-A for ODU including dismantling the faulty one and fixing the new coil, brazing, soldering etc. complete as required.(LG/Godrej & Boyce/SS make) (Rate is after deducting the cost of dismantled materials)	7 nos
3	Replacement of faulty compressor of 2 Ton Cassette AC unit by a new one of reputed make Rotary Compressor, 2Ton, 6705 watt, 230 volts, 50 Hz with robust design, low noise and higher cooling efficiency i/c dismantling the faulty/defective one and fixing the new compressor, connection of refrigerant pipes, brazing/soldering, making electrical connections, testing etc. as required. (LG/GMCC/Hitachi) (Rate is after deducting the cost of dismantled materials)	6 nos
4	Replacement of defective/faulty condenser fan motor of 2 Ton Cassette AC unit of LG make by a new one of reputed make, thermally protected, 54 watt (1/15HP), 230 volt, 50 Hz, 900 rpm Capacitor motor (Capacitor 3Mfd,440V AC), connection, testing etc. as required. (Rate is after deducting the cost of dismantled materials)	3 nos
5	Replacement of Capacitors for Cassette AC units by new ones of following ratings i/c connection, testing etc. as required.	
	a) 50/4 µfd, 440V, 50 Hz for Compressors	2 nos
	b) 3 µfd, 440V, 50 Hz for Fan motors	4 nos
6	Replacement of Fan Blade for 2 TR Cassette AC unit by a new one i/c fixing, testing etc. as reqd.	3 nos
7	Dismantling of Condenser unit of 2 TR Cassette AC unit, shifting and re-installation against a faulty condenser unit i/c jointing of refrigerant pipes, leak testing etc. as required.	2 jobs
8	Charging of R22 Refrigerant gas in Cassette Ac units including nitrogen charging, leak testing etc. complete as required.	28 kgs

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

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

1.0 DEFINITIONS

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

2.0 ELIGIBILITY CONDITIONS:

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

3.0 COST OF BIDDING

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

4.0 DOCUMENTS REQUIRED

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

5.0 CLARIFICATION OF BID DOCUMENTS

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

6.0 AMENDMENT OF BID DOCUMENTS

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

7.0 DOCUMENTS COMPRISING THE BID

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

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

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-6.1 to 6.3 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 audited Annual Report and/or a 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 clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12.0 BID SECURITY /EMD

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

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

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) If a vendor registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, He will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

- 12.3** The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para12.7.
- 12.4. A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected being non-responsive at the bid opening stage and shall be returned to the bidder.
- 12.5 The bid security of the unsuccessful bidder will be discharged /returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause13.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.

12.7 THE BID SECURITY MAY BE FORFEITED:

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

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

13.0 PERIOD OF VALIDITY OF BIDS

- 13 .1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected being non- responsive.
- 13.2 In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID

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

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

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

14.3 Power of Attorney

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

15.0 SEALING AND MARKING OF BIDS

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

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

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

16.0 SUBMISSION OF BIDS

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

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

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

17.0 LATE BIDS

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

18.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

19.0 OPENING OF BIDS

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

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

19.3 Name of envelopes to be opened & information to be read out by Bid Opening authority

(i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.

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

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

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

20.0 CLARIFICATION OF BIDS

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

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

21.0 PRELIMINARY EVALUATION

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

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

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

- 22.2 The evaluation and comparison of responsive bids 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 Bid-document after arithmetical correction in the manner laid down in clause 21.2 above but excluding taxes which are creditable to BSNL. Further, the bidder is also required to mention the taxes (if any) applicable on the movement of Goods.
- (a) Duties, Taxes & Cesses for which the firm has to furnish GST Challans/Tax Invoices will be indicated separately in the PO.
 - (b) 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.
 - (c) 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) 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 goods and services 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 for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within the currency of 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 from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract at the same rate or a rate negotiated (downwardly)with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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

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

27. SIGNING OF CONTRACT

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

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

27.3 The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 07 days from the date of issue of award letter, sign the contract consisting of the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

28. ANNULMENT OF AWARD

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

29. QUALITY ASSURANCE REQUIREMENTS

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

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

30. REJECTION OF BIDS

- 30.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section- 5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f) Section-4 Part A clause 9.5 on discount which is reproduced below:- "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 30.2 Before outright rejection of the Bid by Bid-opening team/ tender opening authority for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team / tender opening authority, he/they can submit the representation to the Bid opening authority immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 30.3 Bid opening authority will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

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

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

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

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

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

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

32. Deleted

33. NEAR-RELATIONSHIP CERTIFICATE

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

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

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.

- (c) The one is related to the other in them anneras father, mother, son(s)&Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- (d) The format of the certificate is given in Section 6 (C).

34. 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 (with in their delegated financial powers) may decide to place such orders with in a ceiling of maximum 100% of the contract value and at a rate negotiated with the existing vendors considering the prevailing market conditions.

8. BYE-LAWS LIABILITIES 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. 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.

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

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

**SECTION-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 Supplier/Contractors (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to **5% of the value of Advance purchase order** (Acceptance letter OR LOI) / Purchase Order (Award letter) **within 14days** from the date of issue of Advance Purchase Order (Acceptance letter OR LOI) / award letter 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/Contractor'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-7(B)**' of this Bid Document.

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

5. INSPECTION AND TESTS

5.1 The Purchaser or its representative shall have the right to inspect and test the goods/materials/equipments/Apparatus & plants as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the Supplier/Contractor or its sub contractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

- 5.2 Should any inspected or tested goods/materials/equipments/Apparatus & plants fail to conform to the specifications the purchaser may reject them and the Supplier/Contractor shall either replace the rejected goods/materials/equipments/Apparatus & plants or make all alterations necessary to meet Specification / requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the goods/materials/equipments/Apparatus & plants on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier/Contractor/Contractor notice setting forth details of such defects or failure and the Supplier/Contractor/Contractor shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case **within a period not exceeding the contract period**. These replacements shall be made by the Supplier/Contractor free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the Supplier/Contractor/Contractor the whole or any portion of goods/materials/equipments/Apparatus & plants as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the Supplier/Contractor/Contractor.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector/ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the Supplier/Contractor/Contractor shall undertake to make **good the same in a time period not exceeding the contract period / extended contract period**. The Taking Over Certificate shall be issued by the ultimate consignee **within six weeks** of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods/materials/equipments/Apparatus & plants in safe and sound condition. However, they shall not discharge the Supplier/Contractor/Contractor of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate". This clause shall be applicable only when the material is supplied in Stores.

5.6 Nothing in clause 5 shall in any way release the Supplier/Contractor/Contractor from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

6.1 Delivery of the goods/materials/equipments/Apparatus & plants and documents shall be made by the Supplier/Contractor/Contractor in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the above shall remain at the risk of the Supplier/Contractor/Contractor until delivery/execution of works has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods/services/equipments and documents or execution of works shall be completed within time frame stated in note 7 of Clause 6 of Section-2 (Tender information).

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

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

7.0 TRAINING :

7.1 The bidder shall provide training for installation and maintenance staff of the purchaser free of cost where required.

7.2 The bidder shall specify in its bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.

7.3 The bidder shall provide all training material and documents.

7.4 Conduct of training of the purchaser's personnel shall be at the Supplier/Contractors' plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

8.0 INCIDENTAL SERVICES

The Supplier/Contractor may be required to provide any or all of the following services:

(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;

(c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the Supplier/Contractor of any warranty obligations under this contract.

9.0 SPARES

~~9.1 The Supplier/Contractor shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the Supplier/Contractor of spares including cost and quantity considered for arriving at the price of spares in Sec 4 Part A clause 9.~~

~~9.1.1 Such spare parts as the purchaser may elect to purchase from the Supplier/Contractor provided that such purchase shall not relieve the Supplier/Contractor of any warranty obligation under the contract.~~

~~9.1.1.1 In the event of termination of production of the spare parts, the Supplier/Contractor shall give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.~~

10.0 WARRANTY

10.1 The Supplier/Contractor shall warrant that the stores /equipments / accessories to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier/Contractor shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over under clause 5.5 above or as per original manufacturer's warranty policy whichever is more.

10.2 If it becomes necessary for the Supplier/Contractor to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period, whichever may be later. If any defect is not remedied by the Supplier/Contractor within a reasonable time, the Purchaser may proceed to get the defects remedied from other Supplier/Contractor etc., at the Supplier/Contractors risk and expenses, but without prejudice to any other rights which the purchaser may have against the Supplier/Contractor in respect of such defects.

10.3 Replacement under warranty clause shall be made by the Supplier/Contractor free of all charges at site including freight, insurance and other incidental charges.

11.0 PAYMENT TERMS

11.1 Payment of specified percentage of the price as stated in clause 5 of Section -2 (Tender Information) shall be made on receipt of goods by consignee or after successful completion of works. For claiming this payment the following documents are to be submitted to the paying authority.

11.1.1 Invoice clearly indicating break up details of composite price i.e. Basic, GST, any other Duties and Taxes, Freight /Packing Charges etc.

11.1.2 Acknowledged Delivery Challan in original.

11.1.3 The sea freight receipt as per the rates approved by the Ministry of Water and Surface Transport, if applicable.

11.1.4 Proof of payment of Octroi/ entry tax etc., if applicable.

Note :-1) If the Supplier/Contractor 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/Contractor.

2) Tax amount will be paid to the Supplier/Contractor only after Supplier/Contractor declares the details of the invoices in its return in GSTR 1 and GSTR -3 uploaded by the Supplier/Contractor 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/Contractor against any loss of input tax credit to BSNL on account of Supplier/Contractor's default.

5) In case BSNL has to pay GST on reverse charge basis, the Supplier/Contractor would not charge GST on its invoices. Further, the Supplier/Contractor undertakes to comply with the provisions of GST law as may be applicable.

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

~~11.2.1 100% Payment (in place of Payment % specified in clause 11.1 above) may be made on delivery, provided that an additional Bank Guarantee for an amount equal to Balance Payment % of the value of supplies [specified in clause 11.2 above] valid for a minimum period of seven months is furnished by the Supplier/Contractor along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In case purchaser intimates shortages/ damages in received stores to the Supplier/Contractor in writing, the Bank Guarantee shall be extended without fail by the Supplier/Contractor for a suitable period as requested by the purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Circle Head Quarter and shall be released only after the cases are settled in~~

~~accordance with the provisions available in the Purchase Order/ Tender document.~~

Note: The actual payment conditions for new products or procurements having installation and AMC services may be decided on case to case basis and incorporated in special conditions of the contract.”

11.3. 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.

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

11.5. The bidder has to give the mandate for receiving payment ~~costing Rs.5 lakhs and above~~ electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/Supplier/Contractor. 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.):

12.0 PRICES

12.1 Prices charged by the Supplier/Contractor for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier/Contractor in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.

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

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

12.2.2 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.

12.2.3 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.

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

13.0 CHANGES IN PURCHASE ORDERS

- 13.1 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:
- 13.1.1 drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
 - 13.1.2 the method of transportation or packing;
 - 13.1.3 the place of delivery; or
 - 13.1.4 the services to be provided by the Supplier/Contractor.
- 13.2 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.

14.0 SUBCONTRACTS: DELETED

15.0 DELAYS IN THE SUPPLIER/CONTRACTOR'S PERFORMANCE

- 15.1 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 at the risk and cost of the defaulting vendors.
- 15.2 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:
- 15.2.1 forfeiture of its performance security,
 - 15.2.2 imposition of liquidated damages, and/or
 - 15.2.3 Short closure of the contract in part or full and/ or termination of the contract for default.
- 15.3 If at any time during the performance of the contract, the Supplier/Contractor encounters condition impeding timely delivery of the goods and performance of service, the Supplier/Contractor shall:
- 15.3.1 Promptly notify to the Purchaser in writing the fact of the delay, its 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 16.2 Section-5A as per provision given below:
 - 15.3.2 The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) **at least two weeks before the expiry of**

delivery period. The vendor 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 12.3 and 24 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.

- 15.3.3 In case extension is being granted beyond 20 weeks then the vendor 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.
- 15.3.4 If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
- 15.3.5 Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section 7 Part A & Part B.
- 15.4 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.

16.0 LIQUIDATED DAMAGES

- 16.1 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 not 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 16.2 below
- 16.2 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/completion of work and/ or undelivered material/supply //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 and/ or undelivered material/ supply /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).

16.3 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.

16.4 Deleted

17.0 FORCE MAJEURE

17.1 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 21days 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.

- 17.2 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.

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

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

18.1.1 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 15 of this section;

18.1.2 Failure to perform any other obligation(s) under the Contract; and

18.1.3 Equipment does not perform satisfactory in the field in accordance with the specifications;

18.1.4 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.

19.0 Clause deleted.

20.0 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 as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs. 5 lakhs to Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL.	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 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).
- (7) 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.
- (8) 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.
- (9) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (10) 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.
- (11) 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.]
- (12) 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.

- (13) 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.

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

(15) 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, EOs, 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.

21. SET OFF

Any sum of money due and payable to the Supplier/Contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser or 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/Contractor with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

22. 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.~~

23. 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.

24. FALL CLAUSE

24.1 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.

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

24.3 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."

- 24.4 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.

25. COURT JURISDICTION

- 25.1 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.

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

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

26. General Guidelines:-

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

SECTION – 5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

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

1. **Definitions** : The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :-
 - i) The expression "works" or "work" shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The 'site' shall mean the land/building/or other places on, into or through which work is to be executed under the contract or any alternate land, building, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) BSNL means the Bharat Sanchar Nigam Ltd. having its corporate office at Harish Chandra Mathur Lane, Janpath, New Delhi-110001 and its successors.
 - v) The 'Engineer-in-charge' means the Engineer officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of BSNL.
 - vi) Accepting Authority shall mean the authority who accepts the tender on behalf of BSNL.
 - ix) Tendered value means the value of the entire work as stipulated in the letter of award.

3. Scope and Performance : Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. The contractor shall be furnished, free of cost, one certified copy of the contract documents except standard specifications, schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
5. Works to be carried out : The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognised principles.
6. Sufficiency of Tender : The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.
7. Discrepancies & adjustments of Error : The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
 - 7.1 In the case of discrepancy between the schedule of quantities/requirements, the specifications and/or the drawings, the following order of preference shall be observed :-
 - i) Description of Schedule of Quantities/Requirements.
 - ii) Particular Specification and Special condition, if any
 - iii) Drawings
 - iv) BSNL Specifications
 - v) C.P.W.D. Specifications
 - vi) Indian Standard Specifications of B.I.S
 - 7.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

7.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

8.0 SIGNING OF CONTRACT:

- 8.1 The successful tenderer /contractor, on acceptance of his tender by the Accepting Authority, shall, within 07 days from the date of formal award of work by the Engineer in Charge, sign the contract consisting of the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- 8.2 The agreement to be signed on non-judicial stamp paper and the cost to be decided as per the prevailing local bye-laws or zonal head of the circle.
- 9.0 This Contract/ PO is subject to jurisdiction of Court at Bhubaneswar / Cuttack only.

10.0 BID BOND GAURANTEE OR EARNEST MONEY DEPOSIT (EMD)

10.1 Purpose

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

10.2 Value

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

10.3 Validity Period

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

10.4 Extension of Validity Period

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

10.5 Release of EMD

- 10.5.1 EMD of all unsuccessful Bidders should be released on placement of Purchase Order (PO) on the successful bidders. This should be done within one month of release of Purchase Order(s).
- 10.5.2 In case of successful Bidders, the EM BG shall be released on receipt of their acceptance of Advance Purchase Order and furnishing the performance security.

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

10.6 Encashment of EMD

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

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

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

10.7 Acceptable forms of EMD

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

11.0 PERFORMANCE GUARANTEE:

11.1 The contractor is required to furnish performance guarantee to an amount equal to 5% of the contract value in the form of Bank guarantee (of a Nationalized / scheduled Bank in a standard format)/CDR/FDR/DD within two weeks from the date of issue of award letter. The validity period of the performance security shall be 12 months from the actual date of competition of works.

11.2 The Performance Guarantee shall be initially valid up to the stipulated date of completion plus one year beyond that. In case the time for completion of works gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.

11.3 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.

11.4 For repairing, maintenance and emergency nature works where time of completion is less than 02 weeks, a sum @ 10% of the gross amount of the bill shall be deducted as Security Deposit from the bill of the contractor in the absence of performance Guarantee.

3.0 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 5% PG) of the tendered value of the work or value of work done whichever is more.

- (iii) Additional performance Guarantee @ 5% of the gross amount of the bill can be deposited by the contractor in lieu of the above Security Deposit.

4.0 RELEASE OF SECURITY DEPOSIT & PERFORMANCE GURANTEE:

This Security Deposit/Performance Guarantee shall be released after an observation period of 12 months after the date of actual completion of work subject to compliance of the clauses, terms and conditions of the contract including warranty and defect liability.

5.0 DATE OF COMPLETION

Date of Successful Installation, Testing and commissioning shall be taken as completion date of the work.

6.0 HANDING OVER:

After satisfactory supplies of the goods/materials/equipments or completion of the work, the goods/materials/equipments/installations are to be handed over to the user department/section/authority (or to the incoming Contractor in case of AMC/CMC/O&M works) in good working conditions, as per the direction of Engineer in charge. Any defects/discrepancies noticed during handing over and taking over process will be rectified by the supplier/contractor at his risk and cost within 15 days from the date of preparation of handing over notes. In case of failure, the same will be rectified by BSNL at the risk and cost of the concerned supplier/contractor and amount will be recovered from the outstanding dues of the supplier/contractor with BSNL.

7.0 PAYMENT TERMS :

- 7.1 Payment will be made after successful completion of the work as per terms, conditions and specifications of the Contract and handing over to the department.

- 7.2 However, upon receiving the request of the supplier / Contractor, interim payment on account of amount admissible shall be made by the Engineer-in- charge certifying the sum to which the supplier / contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-charge .

The contractor shall not be entitled to be paid any interim payment if the gross work done since the last payment is less than Rupees Twenty thousand.

7.3 The final bill shall be submitted by the supplier / contractor within three months of physical completion of the work or within one month of the date of the final completion Certificate furnished by the Engineer-in-charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-charge, will, as far as possible be made **Soon after allotment of funds by BSNL Corporate office.**

7.4 No payments will be made for defective/rejected materials and substandard works.

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

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

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

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

8.0 TAX DEDUCTED AT SOURCE:

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

9.0 E-WAY BILL:

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

10.0 CURRENCY OF CONTRACT

The currency of contract shall be as given in the detailed NIT. The Department reserves the right to terminate the contract by giving notice of one week duration at any time during the currency of the contract. BSNL reserves the right to extend the period of contract as per request of the supplier / contractor at the same rate, terms and conditions of the tender.

However, if deliveries of goods/completion of works are to be made after expiry of the stipulated time period, without prior concurrence of the purchaser and will be accepted by the purchaser, such delivery/completion of work will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 of Sec. 5, Part.A.

11.0 OPERATION OF THE CONTRACT

- a) An award letter will be issued by Executive Engineer (E) along with schedule of work and agreement shall be framed by EE (E) concerned. The agreement so executed containing all the terms and conditions of tender shall be final & binding on both the parties and any action, if required, to be taken shall be taken as per this contract.
- d) Time allowed for carrying out the work as entered in the tender will be reckoned from 10th day after the date of written order to commence the work or as will be communicated in the award letter.

12.0 TERMINATION OF CONTRACT

Right is reserved by BSNL for terminating the contract due to serious default. This includes major break down or accident or loss due to negligence on the part of firm, disobedience and abandoning the site etc. In such a case full 10% Security Deposit which includes Performance Guarantee shall be forfeited by BSNL. The decision of BSNL in this regard shall be final and binding.

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

13.1 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.

13.2 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.

- 13.3 **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.
- 13.4 **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.

14. GUARANTEE AND DEFECT LIABILITY

The guarantee shall be valid for 12 months from the date of Commissioning or actual date of completion of works OR as per manufacturers guarantee/warranty policy, whichever is more. The Supplier / contractor shall guarantee that all equipments shall be free from any defect due to the defective material and / or bad workmanship and also the equipments shall work satisfactorily with performance and efficiencies not less than the guaranteed values. Any part of equipment found defective during this period shall be replaced free of cost by the supplier / contractor. The service of the supplier's / contractor's personnel, if required during this period shall be made available free of cost to the BSNL. The supplier / contractor shall depute his representative within 24 hours of notification of the defect by the BSNL. A joint report shall be prepared by the representative of BSNL and the supplier / contractor regarding nature of defects and remedial action required. Time schedule for such action shall also be finalized. In case the supplier / Contractor fails to depute his representative within 24 hours of notification of the defect or fails to cause remedial action within reasonable time as decided during joint inspection, the BSNL may proceed to do so at the supplier's / contractor's risk and expenses and without prejudice to any other right.

15 NOT COVERED UNDER GUARANTEE

- i) Consequential losses and damages.
- ii) Parts subject to normal wear and tear such as electrical contacts.
- iii) Failure of parts due to corrosive atmosphere.

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:

Signature of Tenderer

Place:.....

Name of Tenderer:.....

Along with date & Seal

6 (B) – UNDERTAKING - REGARDING EPF & ESI

"I,..... Son of.....

.....Resident of

hereby give an undertaking that,

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

Any consequence arising due to non-complying of EPF & ESI Act provision shall be sole liability of the undersigned contractor. In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

* Strike out whichever is not applicable

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

6 (C) – NEAR-RELATIONSHIP CERTIFICATE

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

The format of the certificate to be given is "I----- s/o-----
-----r/o.-----

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

Signature of the tenderer
With date and seal

SECTION- 7

PROFORMAS

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

Sub: Bid Security/EMD guarantee.

Whereas M/s.....R/o..... (Here after referred to as Bidder) has approached us for giving Bank Guarantee of Rs...../- (hereafter known as the "B. G. Amount") valid up to/...../ 20.... (hereafter known as the "Validity date") in favour of **AO Cash, BSNL, O/o GMTD, Bhubaneswar** for participation in the tender of work of

.....Vide tender no.....

Now at the request of the Bidder, We Bank
..... Branch having

.....
(Address) and Regd. Office address as
(Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have

been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of **AO Cash, BSNL, O/o GMTD, Bhubaneswar**
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank:

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:.....

Telephone Numbers

Fax numbers.....

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

Dated:.....

Sub: Performance guarantee.

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

.....
.....

to M/s.....R/o.....(here after referred to as "Bidder") and has asked him to submit a performance guarantee in favour of **AO Cash, BSNL, O/o GMTD, Bhubaneswar** of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We..... Bank Branch having (Address) and Regd. Office address as

(Hereinafter called 'the Bank") agreed to give this guarantee as hereinafter contained:

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

said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

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

Place:

Date:.....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:.....

.....

Telephone Numbers

Fax numbers.....

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

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

Subject: Authorization for attending Bid opening

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

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

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

.....
Name of the Representative

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

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

7(D) Model Amendment Letter Intimating Conditions for Extension of Delivery Period

(Refer to Appendix (i) to clause 15.3 of Section-5 PartA)

Registered Ack Due

To

M/s

.....

Address of BSNL

.....

Sub: This office contract no..... dated placed on you for supply of.....

Ref :Your letter no..... dated

We are in receipt of your letter, wherein you have asked for extension/ further extension of time for delivery/ execution/ installation/commissioning.

In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 24 of Section 5 Part A and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.....) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs. _ in accordance with clause 15.3, Section- 5 Part A of the contract with validity up to _____.
5. An undertaking as required vide clause 24.3, Section-5A. Otherwise furnish the details as requisite in clause 24.4 section 5 Part A"

Please intimate your acceptance of this letter along with the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)

for and on behalf of.....

Note : The entries which are not applicable for the case under consideration are to be deleted.

7(E)- Model Amendment Letter for Extension of Delivery Period

Appendix (ii) to clause 15.3 of Section-5 Part A

To Registered Acknowledgement Due

M/s

.....

Address of BSNL

Sub: This office contract no..... dated placed on you for supply of.....

Ref: 1. Your letter no..... dated..... requesting DP extension

2. This office letter no. dated intimating conditions for DP extension

3. Your letter no..... dated accepting the conditions for DP extension

In your above letter under reference (1), you have asked for extension/ further extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for extension of delivery period were conveyed to you vide this office letter under reference (2).

In view of the circumstances stated in your above referred letter, and upon your unconditional acceptance of the terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby extended from (last delivery period) to _____ (presently agreed delivery period) on the terms and conditions in letter under reference (2) above and agreed by you vide letter under reference (3) i.e.:

- (a) Liquidated damages shall be levied in accordance with agreed clause 16.2 & 16.3 Section-5 Part A of terms and conditions of the tender/PO.
- (b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-5 Part A.
- (c) The prices during this extended delivery period shall be governed as per clauses 12 and 24 of Section-5 Part A and shall be finalized in accordance with current PO price or the current PO price with latest budget/duty impact or the prices in the new tender (T.E.no.....) from the date of its opening, on whichever is lower basis.

The letters under reference above and this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

for and on behalf of.....
(.....)

Copy to :
..... (All concerned)

Note:- The entries which are not applicable for the case under consideration are to be deleted.

SECTION- 8

Tenderer / Bidder's profile & Questionnaire.

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/Firm:

2. Present Correspondence Address

Telephone No. Mobile No.....

FAX No.

3. Address of place of Works/Manufacture :

Telephone No. Mobile No.

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

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

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

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

.....

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

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

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

B) Questionnaire

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

1.1 If Yes, Give details

.....

.....

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

2.1 If Yes, Give details

.....

.....

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

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

4. Suggestion for improvement of the tender document.

.....

.....

Place.....

Signature of contractor

Date.....

Name of contractor.....

SECTION-9 Part-A

BID FORM

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

From,

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

Ref: Your Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. 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

Name of Work		Replacement of faulty Compressors, Condenser coils and Repairing of 2TR /4 TR Cassette type AC units at BSNL Bhawan, unit-II, Ashok Nagar, Bhubaneswar							
NIT No		07/BSNL/BSR/2020-21							
Name of the Tenderer									
Sl No	Description of item	Quantity	Unit	Unit Price excluding GST (Rs.)	GST=(CGST+S GST)/IGST		Total Unit Price including GST (Rs.)	Total Amount including GST (Rs.)	Evaluated Amount excluding GST (Rs.)
					%	Amount (Rs.)			
1	2	3	4	5	6	7	8 =(5+6)	9 =(3x8)	10= (3X5)
1	Attending faults of 2TR / 4 TR Cassette type AC units i/c rectification of minor faults, servicing of indoor units, testing etc. complete as required.	8 jobs	Job						
2	Replacement of faulty and un-serviceable condenser coil of 2 TR Cassette AC units (LG make) by a new one of reputed make, L-type copper condenser coil 20X30 inch, Type-A for ODU including dismantling the faulty one and fixing the new coil, brazing, soldering etc. complete as required.(LG/Godrej & Boyce/SS make) (Rate is after deducting the cost of dismantled materials)	7 nos	Each						

3	Replacement of faulty compressor of 2 Ton Cassette AC unit by a new one of reputed make Rotary Compressor, 2Ton, 6705 watt, 230 volts, 50 Hz with robust design, low noise and higher cooling efficiency i/c dismantling the faulty/defective one and fixing the new compressor, connection of refrigerant pipes, brazing/soldering, making electrical connections, testing etc. as required. (LG/GMCC/Hitachi) (Rate is after deducting the cost of dismantled materials)	6 nos	Each						
4	Replacement of defective/faulty condenser fan motor of 2 Ton Cassette AC unit of LG make by a new one of reputed make, thermally protected, 54 watt (1/15HP), 230 volt, 50 Hz, 900 rpm Capacitor motor (Capacitor 3Mfd,440V AC), connection, testing etc. as required. (Rate is after deducting the cost of dismantled materials)	3 nos	Each						
5	Replacement of Capacitors for Cassette AC units by new ones of following ratings i/c connection, testing etc. as required.		Each						
	a) 50/4 μ fd, 440V, 50 Hz for Compressors	2 nos	Each						
	b) 3 μ fd, 440V, 50 Hz for Fan motors	4 nos	Each						
6	Replacement of Fan Blade for 2 TR Cassette AC unit by a new one i/c fixing, testing etc. as reqd.	3 nos	Each						
7	Dismantling of Condenser unit of 2 TR Cassette AC unit, shifting and re-installation against a faulty condenser unit i/c jointing of refrigerant pipes, leak testing etc. as required.	2 jobs	Job						
8	Charging of R22 Refrigerant gas in Cassette Ac units including nitrogen charging, leak testing etc. complete as required.	28 kgs	Kg						
							G. TOTAL:		

Signature of the Contractor with seal

LIST OF APPROVED MAKES OF BSNL ELECTRICAL WING

S. No.	Item	Makes
1	MCCB(Ics=Icu)	L&T/ Schneider Electric / Siemens
2	SDF units	L&T/ Schneider Electric / Siemens/ HPL/Havells
3	Power Contactors	L&T/ Schneider Electric / Siemens/ Lakshmi (LECS)
4	Change Over Switch	HPL / Havells / H-H Elcon
5	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/ Meco / Rishabh / Universal /HPL/L&T/ABB/Yokins
6	MCB/ Isolator/ELCB/RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard /ABB/HPL
7	MS/ PVC Conduit	ISI mark
8	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
9	HT/LT Cables	ISI mark
10	PVC insulated copper conductor wire	ISI mark
11	Fresh Air Fans	GE / Khaitan/Almonard/Crompton
12	Power Capacitors (MPP/APP)	L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric/Neptune Ducati
13	Starter	ABB / BCH / Schneider Electric / L&T / Siemens /
14	Single Phase Preventer	L&T / Minilec / Siemens / Zerotrip
15	Compressors	Carrier/Emerson copeland/York/Danfoss (for chillers only)
16	Resin Bonded Glass wool	Fibre Glass / Pilkington / UP Twiga
17	Expanded Polystyrene	BASF(India) Ltd.
18	Gauge	Feibig / H.Guru / Pricol
19	Controls	FLICA / Honeywell / Indfoss / Penn- Danfoss / Ranco / Ranutrol / Sporland
20	Fine Filters	Anfiltra Effluent / ARW /Athlete/ Airtake/ Dyna / Kirsloskar/ Puromatic/ Purafill/ Purolator / Tenacity

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>(i) If detection of default is prior to award of APO</i>	i) Rejection of Bid & ii) Forfeiture of EMD.
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO/PO , ii) Rejection of Bid & iii) Forfeiture of EMD.
	<i>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.) .</i>	i) Cancellation of APO/PO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
<i>(iv) If detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.	
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.		

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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>	<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.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>
4.1	<p>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>	<p>i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	<p>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>	<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. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	<p>The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.</p>	<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. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the 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>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & 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> <p>and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & 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>
	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	<p>Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.</p>	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	<p>b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.</p> <p>c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).</p> <p>d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects/ endangers the security of India.</p>	<p>iv) Legal action will be initiated by BSNL against the Vendor if required.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 173)</p>
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. (continues to page 174)</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con-td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business: (a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ Supplier/Contractor has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question. (b) If the vendor/ Supplier/Contractor fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2. (c) If the vendor/ Supplier/Contractor fails to submit required documents/ information, where required. (d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ Supplier/Contractor.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
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.		
