

% EXECUTIVE ENGINEER (E), BSNL
Electrical Division-II, 6th floor, NW wing,
BSNL Bhavan, 5-9-25, Hill Fort Road,
Adarsh Nagar, Hyderabad. -500063



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

E-TENDER DOCUMENT

NIT No: 41/BEDH-II/2024-25 Dated: 29-08-2024

Name of work:

Supply and ITC of 1no.8 passenger MRL type Lift (Replacement against scrapping of old lift) with Comprehensive mtce for CTO Building at Paradise, Secunderabad.

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

BHARAT SANCHAR NIGAM LIMITED

(A GOVT OF INDIA ENTERPRISE)

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This Tender Document contains 89 pages

BHARAT SANCHAR NIGAM LIMITED
(A GOVT OF INDIA ENTERPRISE)
% EXECUTIVE ENGINEER (E), BSNL Electrical Division-II, 6th floor, NW wing, BSNL
Bhavan, 5-9-25, Hill Fort Road, Adarsh Nagar, Hyderabad. -500063
SECTION-1

DETAILED NOTICE INVITING TENDER (DNIT)

NIT NO- 41/BEDH-II/2024-25 DATED: 29-08-2024

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

Sl. no.	Name of the Work	Estimated Cost i/c GST (Rs)	Bid Security / Earnest Money Deposit (Rs)	Time allowed for completion	Tender Cost (Non-Refundable) (Rs)
1	Supply and ITC of 1no.8 passenger MRL type Lift (Replacement against scrapping of old lift) with Comprehensive mtce for CTO Building at Paradise, Secunderabad.	1826600/-	36532/-	i) 04 months for SITC work ii) 36 months for Comprehensive Maintenance works (after warranty period)	590/-

2.1 AVAILABILITY OF TENDER DOCUMENT:

- (a) Tender document can be viewed by logging into the website www.telangana.bsnl.co.in or <https://etenders.gov.in/eprocure/app>.
- (b) The official copy of tender document for participating in E-tendering shall be available for downloading from the e tendering portal: <https://etenders.gov.in/eprocure/app>.

2.2. PAYMENT OF TENDER COST:

- a) The intending tenderer has to pay tender cost through **online payments mode only i.e. UPI / RTGS / NEFT etc. to BSNL account as given below:**

Name of the Bank and Branch	State Bank of India, Main branch, Koti
Account Name	PAO, O/OPr.CCA, Telangana Circle, Hyderabad
Account Number	38331927856
IFS Code	SBIN0000847
Address of the Bank	Main Branch Koti, Hyderabad

- b) The online payment receipt/Transaction details bearing the UTR number/Transaction reference, amount of payment made, date of payment and NIT number, shall be signed and sealed by the tenderer and scanned copies is to be uploaded to the e-tendering portal within the period of tender submission.

3.1. DOWNLOADING OF TENDER DOCUMENTS FROM E TENDER PORTAL:

The tender document shall be available for downloading from the e-tendering portal <https://etenders.gov.in/eprocure/app> on or before the stipulated date and time as per clause 13 of this section.

3.2 The prospective bidders should have Class-3 Digital signature (DSC) and should be registered themselves with CPPP.

3.3. In e-tender process, physical copy of the tender document would not be available for sale.

4.1 ELIGIBILITY CRITERIA: -

i) Average annual turnover during last 3 years, ending 31st March of previous financial year should be at least 30% of the estimate cost put to tender

AND

ii) The Original Equipment manufacturers of lifts who are in lift manufacturing business for at least 5 years and who have got

a) Successfully commissioned at least 50 lifts (Goods/Passenger) of their Make with speed not less than 1 meter/second in Central Govt./State Govt./CPSU across India in last 2 years. The OEM shall also submit satisfactory performance report of the lift from Concerned Organizations.

b) Have Service Centers in at least 10 Cities in India.

OR

iii) The Vendors authorized by OEM of lifts with experience of having successfully Completed similar works in Central/State Govt./CPSU's during last 7 years ending last day of the month previous to one in which application are invited should be either of the following.

a) Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender

b) Two similar successfully completed works costing not less than the amount equal to 60% of the estimated cost put to tender

c) One similar successfully completed works costing not less than the amount equal to 80% of the estimated cost put to tender

NOTE:-

a) The Original Equipment Manufacturers participating in the tender need to furnish the satisfactory performance reports of their lifts from the concerned user organizations/departments (to be signed by the officer of the rank not below Executive Engineer/Equivalent).

b) The list of existing service centers of OEMs with addresses and contact numbers need to be furnished.

c) In case of vendors/dealers, authorization letter from OEMs in the prescribed proforma given under Section-6(F) needs to be furnished.

d) The vendor shall submit an undertaking from OEM that they will ensure supply of spare parts and service for their product for next 10 years.

e) In case of vendors/dealers, the performance reports of OEMs mentioned under 4.1(ii) (a) above and the list of existing service centers mentioned under 4.1(ii)(b) are also to be furnished, in addition to authorization letter.

iv) Valid PAN

v) Valid GST Registration.

vi) Valid EPF & ESI registration. (if applicable)

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

4.3. Only Class-I Local Supplier as defined under the Revised Public Procurement (Preference to Make in India) order 2017, issued vide DPIIT Order No. P45021/2/2017-PP (BE-II) dated 16.09.2020 shall be eligible

to bid. All rulings w.r.t. Local content shall be as per the above cited order. The bidders offering imported products will fall under the category of non-Local suppliers. The bidders can't claim themselves as Class-I Local supplier/ ~~Class-II Local suppliers~~ by claiming the services such as transportation, insurance, installation, commissioning, and after sales service support like AMC/ CMC etc. as local value addition. Bidders are required to submit declaration in the format as per **Section-6(H)** of this document.

5.0 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 "PAO,O/O Pr.CCA, Telangana Circle, Hyderabad " OR
- b) Bank Guarantee from a scheduled bank drawn in favour of "PAO,O/O Pr.CCA, Telangana Circle, Hyderabad " which should be valid for 120 days from the tender opening date.
- c) **Alternative method for Submission of Bid Security / EMD:**
The Bid Security/EMD can also be submitted by online payments through banks / RTGS / NEFT etc. to BSNL account as per the details given below:

Name of the Bank and Branch	State Bank of India, Main branch, Koti
Account Name	PAO,O/O Pr.CCA, Telangana Circle, Hyderabad
Account Number	38331927856
IFS Code	SBIN0000847
Address of the Bank	Main Branch Koti Hyderabad

The scanned copies of the E-Payment receipt / Transaction slip towards Bid Security / EMD paid through online is to be uploaded in the e-Tendering Portal along with other requisite documents.

5.2 *The MSE units shall be exempted from submission of Bid Security deposit/EMD /Tender Cost 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. ONLINE SUBMISSION OF TENDER DOCUMENTS:

TC BID:- Self attested scan copy of documents towards payment of Tender Cost as per clause 2.2(a) and 2.2(b) and Bid Security / EMD as per clause 5.1(a), 5.1(b) and 5.1(c), self-attested copies of documents establishing the eligibility criteria of the tenderers for this tender and declarations, undertakings and forms as per the annexures of tender Notice and the PDF file of Tender Notice duly digitally signed by the bidder on the last page as per 6.1 below are to be submitted online by uploading in the e- tendering portal within the date and time as per 13.0.

FINANCIAL BID /BOQ: The Price Bid/BOQ (in excel format) is to be uploaded after quoting the rates and GST in respective columns.

The E-Tender Document and Financial Bid/BOQ files should not be tampered /modified and name of files should not be changed. Otherwise, the tender will summarily be rejected.

6.1 **List of documents to be uploaded by the bidder in the e tendering portal. Non compliance of mandatory requirements will entail rejection of tenders.**

Sl. No	Description of Documents	Mandatory/ Optional
1	Self attested copy of documents towards payment of Tender Cost as per clause 2.2(a) and 2.2(b) of Section-1 "Detailed Notice Inviting Tender" (DNIT).	Mandatory
2	Self-attested copy of documents / instruments towards Bid Security / EMD as per clause 5.1(a), 5.1(b) and 5.1(c) of Section-1 "Detailed Notice Inviting Tender" (DNIT). OR	Mandatory
3	Valid MSME Registration Certificate as per clause 5.2 of Section-1 "Detailed Notice Inviting Tender" (DNIT) in case of MSE registered firms want to avail of EMD exemption for this tender.	Mandatory
4	Documentary proof of satisfying eligibility conditions against clause 4.1 (i), 4.1(ii), 4.1 (iii), 4.1 (iv), 4.1(v) as follows.	
a)	Memorandum of Articles of Association/Registration of Company(in case of OEM)	Mandatory
b)	Average turnover during last 3 years	Mandatory
c)	Satisfactory performance report for at least 50 lifts from Govt/CPSU across India complete in last 2 years	Mandatory
d)	Letter of Authorization from OEM (in case of vendor/Dealer) as per format given in section 6(F) and performance reports of OEM from the concerned organizations/departments(to be signed by the officer of the rank not below Executive Engineer/Equivalent).	
e)	Experience of having successfully completed similar works of 3 nos/2 nos/1 no costing not less than the amount equal to 40 %/60%/80% of estimate cost respectively (In case of Vendor / Dealer)	Mandatory
f)	List of existing service centers of OEM's with addresses and contact numbers	Mandatory
g)	Self-attested copy of PAN card issued by Income Tax Department, Govt. of India.	Mandatory
h)	Self-attested copy of Valid GST Registration Certificate issued by statutory authority.	Mandatory
i)	Self-attested copy of Valid EPF & ESI Registration Certificates.(IF applicable)	Mandatory
7	Section-6(H)-Self-Certification under Preference to "MAKE IN INDIA" Policy (if applicable).	Mandatory
8	Declarations and Undertakings as below	
a)	Section : 6(A): Understanding for the terms & condition of Tender & specifications of work	Mandatory
b)	Section : 6 (B): Undertaking Regarding EPF & ESI	Mandatory
c)	Section: 6 (c): Near Relationship Certificate	Mandatory
d)	Section-6 (D): Declaration and Undertakings for Exemption of Bid Security / EMD under MSME Act'2006	Mandatory
e)	Section-6 (E): Undertaking and Declaration for submission of original Bid Security/ EMD instrument and hard copy of documents uploaded in the e tendering portal, if the Tenderer(s) become provisionally successful on opening of Technical bids.	Mandatory
9	Technical details of lift as per format in Section - 6(G)	Mandatory
10	Letter of authorization for attending bid opening event as per format given in section-7(c)	Mandatory
11	Section: 8: Tenderer / Bidder's profile & Questionnaire.	Mandatory
12	Section: 9 Part-A: Tender Form	Mandatory
13	Self-attested copy of Power of Attorney & authorization for signing tender documents. (If applicable)	Mandatory
14	Uploading the PDF file of total "E-tender Document" in the e-tendering portal after digitally signing on the last page.	Mandatory

Note-

1: The above mentioned documents are to be uploaded in orderly manner and should be legible clearly.

2. Unwanted /repetitive documents shall not be uploaded.

3: In case of mismatch between uploaded documents and hard copies submitted by the supplier /firm, the documents uploaded in e-tendering portal will prevail and the bids will be evaluated accordingly.

6.2 OFFLINE SUBMISSION OF TENDER DOCUMENTS :-

The following documents are required to be submitted offline (i.e. offline submissions) to

EE(E) O/o BSNL Electrical Division-II, Room No: 602, 6th Floor, BSNL Bhavan, Adharsh Nagar, Hyderabad-63 in a sealed envelope on or before the date & time of submission of bids or as stipulated in tender document in a sealed envelope. **However, scanned copies of all these documents shall be mandatorily uploaded in Technical Envelope.** The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

i) EMD/Bid security (original copy) or certificate claiming exemption (by MSE bidders).

ii) DD/ Banker's cheque/ Online Transaction Reference towards payment of Tender fee or certificate claiming exemption (by MSE bidders)

iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.

Note 4: Please note that the online bid shall be archived unopened/rejected at the bid opening stage, if the scanned copies of proof of online payment of Tender Fee/EMD or proof of valid MSE Certificate for claiming exemption of payment of Tender Fee/EMD are not found in the technical bid part in CPP Portal. Moreover, if the scanned copies of Tender Fee/EMD or proof of valid MSE Certificate for claiming exemption are uploaded in the bid but if the original DD/EMBG towards Tender Fee/Bid security (if not paid through e payment) are not received within 5 days of opening of technical bid part, then the online submitted bids shall be rejected.

All the requisite documents shall be submitted in a sealed envelope addressed to the Executive Engineer (E), BSNL Electrical Division-II, 6th Floor, BSNL Bhavan, Adarsh Nagar, Hyderabad. The envelope shall bear the name of work, NIT number and name of the bidder etc.

6.2 If the tenderer is a firm in partnership / Limited company or Corporation, then the hard copies of "FORM-A" and partnership deed / Memorandum of Articles of Association and power of attorney / Authorization to the person who signs the tender in case of companies etc. shall also be submitted along with hard copies of other documents as above.

7.0 OPENING OF TENDER BIDS:

Techno commercial bids of responsive bidders will be opened first online as per the scheduled date and time as mentioned in Clause 13 below. Thereafter financial bids of only technically qualified bidders will be opened as per the scheduled date and time mentioned in clause 13 below Or as per notification to be made through e tendering portal after the opening of Techno commercial bids.

7.1 In case of holiday, the date of opening will be automatically shifted to the next working day.

7.2 BSNL may postpone / reschedule the tender submission and opening dates at any time before opening of the bids. The intending bidders should check the e tendering portal regularly to know the revised date of events.

8.0 PLACE OF OPENING OF TENDER BIDS:

The tenders shall be opened through „Public Online Tender Opening Event (POTOE). BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer clause 8 of Section-4 Part C of Tender document for further instructions.

- 9.0** Incomplete, ambiguous, Conditional, unsealed (in case of manual tender) tender bids are liable to be rejected.
- 10.0** The Tender accepting authority of BSNL 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.
- 11.0** 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.

Note 1: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 2: All computer-generated documents should be duly signed/ attested by the bidder / vendor organization.

13.0. IMPORTANT DATES FOR E-TENDER EVENTS:

CRITICAL DATES		
Sl. No	EVENT	DATE & TIME
1	Tender Published date	29-08-2024
2	Document Download Start Date (from E-tender Portal: https://etenders.gov.in/eprocure/app)	29-08-2024, 17:00 Hrs
3	Document Download End Date	16-09-2024
4	Clarification Start Date	29-08-2024, 17:00 Hrs
5	Clarification End Date	13-09-2024, 17:00 Hrs
6	Bid Submission Start Date (Online)	29-08-2024, 17:00 Hrs
7	Bid Submission End Date (Online)	16-09-2024, 15:00 Hrs
8	Bid Opening date (Techno Commercial)	16-09-2024, 16:00 Hrs
9	Financial Bid Opening Date (Online)	17-09-2024, 16:00 Hrs OR on the date to be notified through e-tendering portal after opening of TC Bids.
10	Physical Document submission Start and End date (By the successful Bidder (s)).	Within 05(five) working days after opening of Technical Bids.
E-Tender Portal site address: https://etenders.gov.in/eprocure/app		

- 14.0** The department may ask the bidder(s) to produce the original documents of the self-attested copies of credentials, certificates, other documents (uploaded with tender) for verification during Financial Evaluations. In case the tenderer fails to furnish the same, they are likely to be disqualified in the Financial Bid evaluation stage.

Executive Engineer (E)
BSNL Electrical Division-II,
Hyderabad

No- NIT/41/BEDH-II/HYD/2024-25/170

Dated: 29-08-2024

Copy to-

- 1) Sr Chief Engineer (E), BSNL Electrical Zone, Hyderabad for kind information.
- 2) E.E (E), BSNL Electrical Division-I&II Hyderabad
- 3) The PAOO/O Pr.CCA, *Telangana Circle, Hyderabad*
- 4) Notice Board/BSNL Web site/e tendering portal: <https://eprocure.gov.in/eprocure/app>

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** : One number

Note 1:- The bidder has to submit Techno-commercial & Financial bid simultaneously online.

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 date of opening of Techno-Commercial bid

3. Payment terms:

Payments will be regulated as **per clause.22** of SECTION – 5 Part B
“SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)”

4. Time allowed for completion of works: 04 months for SITC work & 36 months for CMC works after warranty period of 12 months

5. Engineer In charge: Executive Engineer (E)
BSNL Electrical Division-II,
Hyderabad

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SECTION- 3 Part A

SCOPE OF WORK

A. General:

1. Supply, Installation & Commissioning of 8 passenger lift (as per attached specifications) in the existing lift well including scaffolding work, all connected civil works like cutting, chasing, plastering etc.
2. Testing of the lift as per relevant IS specifications, arranging inspection by the designated authority for inspection of lift, furnishing detailed inspection report and clearance certificate/NOC are included in the scope of the supplier. **However, payment of necessary fees to the inspection authority etc shall be borne by the department.**
3. Warranty period maintenance for a period of one year from the date of successful completion of lift inspection. This consists of all required materials and service work.
4. Comprehensive Annual Maintenance of the lift for another three years period after expiry of one year warranty period.
5. Architrave work with granite slabs, closing of existing openings in the floor of the machine room, painting of lift well are not included in the scope of the supplier.

SECTION- 3 Part B

TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR PASSENGER LIFT

1. Type / Service: Passenger Lift
2. No. of Lifts required: 1no. full selective collective control
3. Load : 8 Passengers, 544 kg.
4. Rated speed : 1 mtr/sec
5. Travel : **15.2** Mtrs (Approx.)
6. No. of stops : Ground + 4 floors,5 stops, 5 Levels, 5 openings
7. Method of control: Variable Voltage, Variable Frequency (V3F) drives. Microprocessor based full collective and simplex control operation with and without attendant (jerk free start and stop operation).
8. Position of machine room : Machine room less lift is to be provided.
9. **Size of Lift well : 1935 mm(W) x 1750 mm (D)**
10. **Lift Pit depth/height: 1460mm**
11. Internal size of car Platform: **1100mm(W) x 1300mm(D)** or its equivalent size to suit the existing lift well.
12. Construction, design & finish of car body work: Car inside surface shall be made of scratch proof Stainless steel hair line finish panels (min. 1 mm thick). Handrails shall be stainless steel tubular rails on rear side of the elevator car walls at 800 mm to 900mm above the floor level. Stainless

steel false ceiling with decorative lights, pressure type fan for ventilation, scrolling /digital floor position indicators. (The pattern on the ceiling shall be decided by the Engineer in charge)

13. Flooring: Anti skidding flooring. (The pattern and colour of the tiles shall be decided by the Engineer in charge).
14. Car entrances : One No. 800 mm wide x 2000mm (approx.) High scratch proof stainless steel hair line finish power **operated two panel automatic center opening vision panel door**. The car and the door shall be provided with sensitive reopening arrangements with full length Infra red curtain which are likely to come in contact with persons entering or coming out of the car and with door pressure limiter as secondary door safety.
15. Car light : Decorative lights to get sufficient lighting inside the car.
16. a) Call indicator : In the car operating panel as per Sl. No. 17 below.
 - b) Position indicator in car : Above the car door.
 - c) Landings: UP/DOWN direction arrow indicators with two luminous push buttons are to be provided for intermediate landings and single push button for terminal landings with call direction indicators and digit type car position indicator on all landing panels.
17. Car operating panel: Full length stainless steel hair line finish car operating panel with integrated battery backed Emergency Light and Push to Talk shall consist of the following:
 - a. Key operated Switch marked to indicate "Attendant", "Automatic Operation"
 - b. Push button for each floor Served.
 - c. Emergency "STOP" push button.
 - d. Emergency alarm push button (Battery operated)
 - e. "UP & DOWN" direction button with indicator.
 - f. Buzzer
 - g. Non-Stop button.
 - h. Over load indication
 - i. Door close and open push button
18. a. Landing Entrance : Front Only.
 - b. Car open : in front only
 - c. Size & type of doors : 800 mm wide x 2000mm height (approx.), scratch proof Stainless steel , hair line operation finish **Two panel centre opening horizontal sliding vision panel door** having self closing facility and emergency key opening facility at all landings. The landing door and car door are mechanically interconnected so as to open or close simultaneously.
19. Leveling device: As per IS -14665

20. Machinery: The machine shall be machine room less, energy efficient Gearless traction type design for heavy duty and suitable for lift operation. Sound reducing materials preferably rubber pads shall be provided under the elevator machine.
21. a) Battery and battery charger : One set of rechargeable battery of suitable capacity to operate ARD and other essential controls with trickle charger to be provided.
- b) Emergency light: Emergency light (Rechargeable Battery operated) in car.
- c) Emergency alarm Bell: Emergency alarm bell (Rechargeable Battery Operated) at ground floor.
22. Fan: 300 mm sweep one number in each lift
23. Fire Switches: Fire switches as per IS may be provided to enable the fire authority to take over the complete control of the lift in case of emergency.
24. Telephone outlet: Emergency alarm and push to talk system shall be provided for making emergency alarm and for communication.
25. Counter weight: To be provided as per IS -14665.
26. Terminal buffers : Terminal buffers shall be installed as a means of stopping the car and counter weight at the extreme limits of travel and shall be spring or oil buffers. Buffers in the pit shall be mounted on steel channels or suitable concrete blocks.
27. Guide: Steel 'Tee' section guides shall be provided for the car and counter - weight. At least the guides for the car should be machined.
28. Safety Gears: As per IS 14665(Part4/sec.1 to 9):2001.
29. Over speed Governor: As per IS 14665(Part4/sec.1 to 9):2001.
30. Ropes: Hoisting suspension ropes/Flat coated steel belt as per IS As per IS 14665 (Part4/sec.1 to 9):2001
31. Reverse phase and phase failure relay: Reverse phase & phase failure relay shall be provided to protect the machine against phase reversal and failure of any phase.
32. Special features: A device **(Automatic rescue device)** to move the car automatically (with the help of maintenance free battery) up /down to bring it to the nearest landing in case of failure of power supply shall be provided.
33. Lift Announcement: The lift shall be provided with lift announcement system with floor announcements, overload and special announcements.
34. Load weighing device : Elevator shall be provided with load weighing device with features like full load by pass function (80% loading) for landing calls and overload indicator and announcement in the car in case the car is loaded more than 110% of the rated load. This will ensure that the doors will not close in case the loading is more than 110%.

35. Steel Ladder: A Steel ladder should be provided in the pit.
36. Miscellaneous: All electrical wiring shall have flame resisting moisture proof insulation and will be run in heavy gauge metal conduit/ casing. The trailing cable between the car and lift well will be multi core type designed for lift services and will have flame resisting moisture proof covering. Cables should conform to relevant IS amended up to date. The supply and erection of lift shall conform to the latest lift act in force and modern lift practice in all respects. All wiring and earthing etc. shall conform to CEA rules and regulations.
37. a) Electrical supply : 415V A/C, 50Hz,3-Phase 4-wire system.
b) Auxiliary required: 240V, single phase, 50HZ, A/C.
38. Spares and Instructions: All necessary spare required for one year free maintenance period is to be provided by the firm. Necessary tool kit for day to day operation i/c operation and maintenance manual and special instructions if any for care and maintenance during lift operation is to be provided by the firm.
39. Guarantee & Free Maintenance: Supply firm shall give a guarantee for twelve months from satisfactory completion, testing and handing over of the work against any material/manufacturing defects and shall include free normal maintenance for a period of twelve months in their offer which consist of periodical inspection of lift, general cleaning, greasing, adjustment and checking of all safety devices including attending break down calls etc as required.
40. Painting: All exposed metal parts especially iron parts shall be painted with 2 coats of approved synthetic enamel paint after 2 coats of synchromate primer after erection and before commissioning the lift.
41. General : Suitable scaffolding in the hoist way and cutting work etc. shall be done by the supplier only. All minor building works if any required shall also be provided.
42. Reference : All the lift equipment & installation shall conform to the following IS Standard and CPWD General specifications Electrical works part III Lifts and escalators amended up to date.
 - (a) Safety rules: As per IS14665 (Part3):2000.
 - (b) Installation operation and maintenance As per IS14665 (Part2): 2000.
 - © Out line dimensions: As per IS 14665(Part1):2000
 - (d) Lift cables : As per IS4289-2000

SPECIFICATION FOR COMPREHENSIVE MAINTENANCE PART

FREE COMPREHENSIVE MAINTENANCE

The firm shall provide free comprehensive maintenance for 12 months from the date of successful completion of the work. This includes replacement of defective components at free of cost including monthly inspections and break down calls as per the technical specifications. During these visits, the firm shall inspect the system, adjust necessary controls if required and satisfy the department that the system is working in good condition.

COMPREHENSIVE ANNUAL MAINTENANCE

After the free comprehensive maintenance contract period, a separate agreement shall be framed for a comprehensive maintenance contract for the lift installation based on the rates quoted in this tender and which is approved. For this a separate agreement shall be entered into by the department and the agency and the detailed scope of work, terms & conditions and specifications are as given below.

SPECIFICATIONS FOR ANNUAL COMPREHENSIVE MAINTENANCE OF LIFT

1. The scope of the work includes "All Inclusive Comprehensive Maintenance" of Passenger Lift having microprocessor based control, V3F drive, Auto Rescue Device, etc including monthly periodical checking and servicing of the lift and attending to the breakdowns including free replacement of materials / spares, consumables, labour etc. as required. (No consumables will be supplied by the Dept and the rates shall be all inclusive and nothing extra will be paid on this account).

The firm shall inspect the lift installation at periodical interval of every Month. The firm shall conduct functional tests of the system by operating the equipments, controls relays etc., during periodical inspection visits. The functional test conducted during such visits shall be done in the presence of the Engineer-in-charge and the report thereafter shall be jointly signed. Apart from the monthly inspections the firm shall attend any service/ breakdown calls and clear all the faults and put the lift into working condition.

2. General Conditions

- a. No claim of any nature from the firm or from his staff or anybody else can be made on the department/BSNL on any basis.
- b. Any damage to the installation /building during the maintenance period due to the carelessness on the part of maintenance staff shall be the responsibility of the firm and be replaced /rectified without any extra cost.
- c. All materials shall be of approved make, model and capacity and shall be matching to the system.
- d. Invoice shall be produced in case of all major items etc. as a proof of genuine spares.
- e. Qualification of Maintenance Staff: - Authorized Lift Mechanics having ITI certificate or certificate of training of any of the Lift manufacturers /training centres / factories in the concerned field with experience in Lift installation, maintenance and repair.
- f. Tools & Plants: All tools and plants required for carrying out various tasks relevant to the work have to be arranged by the agency at his own cost.
- g. The agency will provide the workers with necessary T&P, Testing & safety equipments.
- h. Any accident or damage during maintenance / operation will be the responsibility of the firm & the Department will not entertain any claim, compensation, penalty etc. on this account or on account of non observation of any other requirement of law relevant to it's work.
- i. The firm shall be responsible for any discrepancies vis-à-vis, the status of installation at the start of work plus any modifications / replacement carried out during the currency of the contract.
- j. The Department reserves the right to carry out any work at the risk and cost of the agency, if the agency fails to perform any duty as per the contract.

- k. The firm shall not sublet the work or part thereof. However, services of specialized agencies for specific work can be obtained with the permission of E-in-C.
- l. The Department reserves the right to terminate the contract by giving notice of one month duration at any time during the currency of the contract.

3. Detailed Specifications

- a) The lift shall be serviced periodically and shall use all care and maintain the lifts in proper working condition and for safe operation.
- b) Lift offered for comprehensive maintenance have to be inspected and periodical maintenance shall be carried out as per manufacturer's/standard specifications/maintenance schedule.
- c) Servicing work shall be carried out as per the convenience of the occupants of the building and as far as possible without disturbance to the normal functioning of the office.
- d) The agency shall attend all break down calls within the time limits specified.
- e) Complaints including break down maintenance shall be carried out as per schedules given.
- f) Cleaning the complete lift machine and related equipment and parts.
- g) The firm shall periodically check and ensure that all safety provisions are intact.
- h) All defective components shall be replaced with original make which shall be got approved by competent authority for which no extra payment should be made.
- i) This agreement includes servicing ,maintenance, repair ,replacement (if required) of all minor/major components like controller , motor , E.M. brake, floor selector, door locks , gear ,guide shoes, safety gear, ARD, ropes , governors , trailing cable etc., except guide rails/ Car/ Counter weight.
- j) If any delay occurs in rectifying the faults / replacement of defective components / rectifying the faults, suitable penalty will be imposed which will be under purview of Engineer in charge.
- k) It is the firm's responsibility to ensure uninterrupted working of the lift.
- l) Maintenance related with Electrical input supply system to Lift is not included within the scope of the work.
- m) Payment shall be made on Quarterly basis.

4. Monthly Checks to be performed:

- a) Checking the controller and accessories and ensure proper performance
- b) Checking car and call buttons/ car calls/ car indicators/ landing push buttons
- c) Checking indication lamps / inter com/ car light/car fan/car top cleaning
- d) Checking safety points/alarms/ safety edge operation
- e) Checking the leveling / ride comfort / door operation
- f) Checking lubrication of main motor
- g) Checking selection apparatus
- h) Checking brake spring & brake drum
- i) Lubricating governor pulleys
- j) Checking and rectifying car gate & landing gate shoes
- k) Checking leakage of oil if any.
- l) Checking car light and shaft light and replace defective ones
- m) Checking emergency light
- n) Checking car telephone and readiness of emergency operations
- o) Cleaning of door guide shoe grooves of sill
- p) Checking fireman switch (if applicable)
- q) Cleaning the machine
- r) Cleaning car light and fan
- s) Checking of belt
- t) Checking of rope
- u) Checking of Diverters
- v) Checking of Blower
- w) Checking of Brake liner/ car top safety
- x) Checking of Brake operation
- y) Door lubrication

5. Penalty Clause:

The firm shall carry out comprehensive maintenance in the specified time allowed for the purpose in the tender schedule. The break down maintenance if any reported should be carried out within 8 hours on intimation of the complaint to the firm through Telephone. If the firm fails to attend the complaint within 8 hours, a penalty of Rs 1000/- per day or part thereof shall be levied and Rs 2000/day will be levied after 3 days till the fault is rectified. If the agency fails to attend the fault within 3 days, BSNL shall have the right to rectify the fault at the risk and cost of the firm/the work shall be rescinded and further actions shall be initiated as per rules.

7. Termination clause:

If the performance of the firm is not satisfactory for a period of 15 days the contract shall be terminated and the performance guarantee submitted shall be encashed.

8. Payment Terms:

The payment will be made once in three months. The agency shall carry out monthly service under intimation to site in charge and service report duly signed shall be submitted along with the bills for payment.

SECTION- 3 Part C
SCHEDULE OF REQUIREMENTS

NIT No-

NAME OF WORK: Supply and ITC of 1no.8 passenger MRL type Lift (Replacement against scrapping of old lift) with Comprehensive mtce for CTO Building at Paradise, Secunderabad.

Sl. No.	Description of Item	Quantity
1.0	Sub-Head-I (Supply, Installation, Testing & Commissioning)	
1.1	<p>Supply, installation, testing and commissioning of 8 passenger (544 Kg capacity), Gearless machine & MRL (Machine room Less) type Lift as per standard specifications confirming to the latest Lift Act and Lift practice having a speed of 1.0 mtr/sec with total travel 15.2 mtrs (approximate). The Lift shall be operated on automatic push button control having full selective and collective automatic control system with and without attendants and suitable for operation on 3 phase, 415 volts, 50HZ AC supply with energy efficient gearless motor. All the lift equipment's including Car, Counter weight, Self Travelling Devices, Indicators, vision panel Doors, Terminal buffers, Ropes/belts, Safety devices, including all wirings, connections and connected equipment shall be as per the detailed specifications attached. Miscellaneous items like supports for guide rails, overhead gears, scaffoldings, minor civil works i.e. making pockets, holes and making good the same are also included in the scope of work. The lift shall be provided with Automatic Rescue Device (ARD) with suitable capacity and numbers of SMF batteries, Overload indications & protections, audio announcement and full height infra red light curtain in doors etc. complete as per detailed specification as required. The work also includes 12months free maintenance/warranty of the lifts including attending the breakdown calls, periodical inspection and replacement of defective materials etc. as required.</p> <p>Note:- (1). Conducting lift inspection at site after installation and obtaining clearance certificate from inspecting authority including material inspection at factory are included within the scope of work.</p>	01 Job
2.0	Sub-Head-II (Comprehensive Maintenance)	
2.1	Comprehensive Maintenance of 1 no. fully collective selective control AC VVVF Drive with ARD (including it's battery) 8 passengers MRL type Lift i/c regular examinations, lubrications and adjustment of equipment and carry out planned maintenance in a systematic and controlled manner, replacement/repair of parts/components become damaged and faulty due to normal wear and tear and during normal course of operations, renew of wire ropes/belts/chains etc. as often as required to maintain an adequate factor of safety, systematic examination and adjustment of all drives, controls, interlocks, safety and protection devices, sensors, indicators, cars, guide rails etc. making all customary safety tests periodically and conducting an annual no load safety test on the equipment, providing 24X7 emergency minor adjustment CALL-BACK service at no extra charge etc. complete as required as per scope of works, special conditions, terms and conditions attached.	
2.11	1st Year (after warranty of 12 Months)	12 Months
2.12	2nd year	12 Months
2.13	3rd Year	12 Months

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

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

1.0 DEFINITIONS

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd.(BSNL), New Delhi
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid. **(Tenderers)**
- (c) **"The Supplier/Firm"** 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/Firm 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/Firm 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/Firm 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.
- (i)

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/ EMD Declaration furnished in accordance with clause 5.1 to 5.3 of Sec-1 (DNIT).
- c) A Clause by Clause compliance as per clause 11.2 (c)
- d) A Bid form and price schedule completed in accordance with clause 8 & 9.
- e) Tender Cost in accordance with Clause.2.2 of Section-1 (Detailed NIT)
- f) Other requisite documents as per Clause 6.1,6.2 and 6.3 of 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/Firm shall be quoted separately item wise if applicable.
- (b) The Supplier/Firm 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/Firm 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/Firm at the concessional rates levied by Ministry of Water and Surface Transport on production of proof.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1. The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the documents as per clause-4.1 (a to d), 4.2 and notes provided therein of Section-1 (DNIT) or whichever is required as per terms and conditions of Bid Documents (i.e. only those documents to prove eligibility and qualification of specific bidder)

10.2 Documentary evidence for financial and technical capability

a) The bidder shall furnish Turn over certificate from its Chartered Accountants showing the Turn over for last 3 years.

b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

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

11.0 DOCUMENTS ESTABLISHING GOODS' / SERVICES CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

(a) a detailed description of goods with essential technical and performance characteristics;

(b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser and

(c) a clause-by-clause compliance on the Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. A bid without clause-by-clause compliance of the Scope of Work, Technical Specifications, SOR (Section-3 Part A, B & C), General (Commercial) Conditions & Special (Commercial) Conditions (Section- 5 Part A & B), shall not be considered.

11.3 For the purpose of compliance to be furnished pursuant to the 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 DECLARATIONS

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 13 of Section-I i.e. DNIT.

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

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

17.0 LATE BIDS

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

18.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

19.0 OPENING OF BIDS

19.1 The purchaser shall open bids physically in the presence of the authorized representatives of bidders present who chose to attend, at time & date specified in Clause-13 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/Firm / Firm does not accept the correction of the errors, its bid shall be rejected.
- 21.4** Prior to the detailed evaluation pursuant to clause 22, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. Purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5** A bid, determined as substantially non-responsive will be rejected by purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of then non-conformity.
- 21.6** The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1** The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- (a) **The evaluation and comparison of responsive bids shall be done on the basis of total quoted amount including GST and on the prices of the goods/services offered along with all applicable taxes, packing, Forwarding, Freight & Insurance charges etc. of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.**
- (b) Duties, Taxes & Cesses for which the firm has to furnish GST Challans/Tax Invoices will be indicated separately in the PO.
- (c) Vendors should furnish the correct HSN/SAC classification/Customs tariff Head in the price Schedule. If the credit for the Duties, Taxes and Cesses under provision/rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the Supplier/Firms will be liable to refund such non admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.
- (d) In case the Duties & Taxes which are non eligible for Input tax credit as per the quotes indicated in the price schedule by the Supplier/Firms 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/Firms 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/Firm to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST law.
- (e) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification/Custom Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST Act/ Customs Tariff notifications.

- (f) If the Supplier/Firm fails to furnish necessary supporting documents i.e. Tax invoices / Customs invoices etc. in respect of the Duties, taxes and Cesses which are eligible for input tax credit, the amount pertaining to such Duties, Taxes and Cesses will be deducted from the payment due to the firm.
- (g) If the Supplier/Firm 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/Firm.
- (h) If the Supplier/Firm does not disclose the correct details on the invoice or on the GSTIN 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/Firm.

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/Firms/firms keeping other levies & charges unchanged.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- a) BSNL reserves the right to increase or decrease up to 25% of the quantity of the works specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of work.
- b) BSNL also reserves the right to increase up to 50% of the additional quantities of works contained in the running tender/ contract at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.
- c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies/Services from the existing vendors, the purchaser reserves the right to increase the order up to 100% of the quantities of goods and services contained in the running tender/contract at the same rate or a rate negotiated (downwardly)with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to

accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. Initial and proposed add-on quantity.

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

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

27. SIGNING OF CONTRACT

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

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

27.3 The successful tenderer/firm, 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/Firm 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/ EMD Declaration is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section- 5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
 - f) Section-4 Part A clause 9.5 on discount which is reproduced below:- "Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 30.2 Before outright rejection of the Bid by Bid-opening team/ tender opening authority for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4 PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team / tender opening authority, he/they can submit the representation to the Bid opening authority immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 30.3 Bid opening authority will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 30.3 The bid opening authority will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in- charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 30.4 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

31. ACTION BY PURCHASER AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT
In case of default by Bidder(s)/ Vendor(s) such as

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

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

32. **NEAR-RELATIONSHIP CERTIFICATE**

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

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

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

33. **VERIFICATION OF DOCUMENTS AND CERTIFICATES**

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

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

SECTION-4 Part B
SPECIAL INSTRUCTIONS TO BIDDERS

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

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

- 2. BID SECURITY:** 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 E 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. DAMAGES TO BSNL INSTALLATION:**
 - 6.1 Any damage to the installation(s)/building during the work execution period 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.
 - VI.2 Any accident or damage during work execution will be the responsibility of the agency & 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.

- 4. 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.

 - b). 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.
- 5. The following general conditions of contract are deemed to be agreed.**
 - a) All civil works such as construction of foundation of equipments with masonry, cutout, chasing etc. or the steel supports as may be required is included in the scope of works if not specified otherwise in the schedule of work and nothing extra shall be paid for the same.

 - b) All damages or breakages which might be caused during the execution of the work shall be made good by the firm at his own risk and cost

 - c) The firm is responsible for the removal of debris and waste materials arising out of the works done by him from the site. The site must be kept clean and tidy during installation.

- d) The firm shall commence the work only after obtaining prior permission from the Engineer-in-Charge.
 - e) The firm shall employ qualified and well-experienced staff specialized in the job and make available duly authorized representative to take instructions from departmental officer during inspection.
 - f) Necessary tools and plants shall be arranged by the firm. Modern tools and Equipments shall be used for handling of equipments / materials, drilling, cutting etc. so that minimum noise, vibrations and disturbance to the building/occupants/ equipments can be achieved.
 - g) The firm shall provide necessary barriers, warnings signals and other safety measures to avoid accidents.
 - h) The concealed items shall be carried out only in presence of departmental Officers.
 - i) Work shall generally be carried out during working hours. However as per the department's requirements the working hours may be extended without any extra claim.
 - j) All fittings, unit assemblies, accessories, hardware, foundation bolts, terminal blocks for connection and miscellaneous materials and accessories of items of works which are useful and necessary for efficient assembly and working of the equipment shall be deemed to have been included within the scope of the work in the tender and within the overall details for complete item whether they have been specifically mentioned or not.
6. The acceptance of a tender will rest with the Superintending Engineer (E), who does not bind himself to accept the lowest tender or any other tender and reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Tenders with any condition including that of conditional rebates shall be rejected forthwith summarily.

7. The work shall generally be carried out as per CEA rules, IS and national building/electrical codes/ fire manuals & CPWD specifications and NIT conditions.

8. STORES AND MATERIALS

All the stores and materials required for the work except those supplied as departmental supply shall be arranged at works site by the firm from his own resources or open market. It should be clearly understood that no claim whatsoever shall be entertained by BSNL on this account. Safe custody of the materials brought at site shall be firm's responsibility till the installation is taken over by BSNL after successful Inspection/ testing.

9. I.S. STANDARDS

The lift equipment and installation shall confirm to various standards amended up to date wherever applicable.

10. INSPECTION OF SITE AND CONTRACT DOCUMENTS

For the purpose of inspection of site and relevant contract documents the firm is required to contact the Executive Engineer (E) concerned who shall give reasonable facilities for inspection of the same. The firm shall inspect and examine the site and shall satisfy himself before submission of the tender as to the form and nature of work, the quantities, materials necessary for completion of the work and in general; shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

11. PROGRAM FOR EXECUTION

The firm shall supply detailed program to Engineer-in-Charge for execution of contract within fifteen days of award of work. The program shall contain details about submission of drawing, supply of materials. Tentative dates for installation, testing, commissioning and statutory inspection of lift shall also be submitted.

12. DRAWINGS TO BE SUBMITTED FOR APPROVAL

The firm shall get lift drawings approved from Engineer in charge. The approval of drawings will not absolve the responsibilities for supplying and installing the lift with the relevant specifications/codes/agreement conditions.

13. CO-ORDINATION AT SITE

At the site of works, as various agencies will be working, it should be the aim of different agencies that on their account the work of other agency /agencies is not delayed. Full cooperation and full coordination is to be extended during progress of work and at the time of testing by all the agencies.

14. LIAISONING AND CO-ORDINATION WITH VARIOUS AUTHORITIES

The firm shall do co-ordination and liaisoning with Lift inspecting authority for inspection of Lift installation complete with arranging/ submitting various test reports, drawings, prescribed forms to Lift Inspector/ competent authorities and to obtain satisfactory clearance certificate for operation of the Lift installation. Necessary fees to the inspection authority are to be paid by the department.

15. INSPECTION AT CONTRACTOR'S/MANUFACTURER'S PREMISES

(i) BSNL's authorized representative shall have full powers to inspect the materials and workmanship of the material/equipment at the firm's works or at any other place from where the material or equipment is obtained. Acceptance of any material or equipment shall in no way relieve the firm of his responsibility for meeting the requirement of the specifications but shall have to be replaced free of cost by the firm in case the equipment is found defective or of inferior quality.

(ii) BSNL reserves the right to send/depute its representative for inspection of material/equipment and witness the test at manufacturer's /supplier's premises before dispatch and firm should not demand any extra payment for this.

16. INSPECTION AND TESTING OF INSTALLATION

After physical completion of installation the entire system shall be tested by the firm in accordance with the functional requirements in presence of Engineer-in-Charge or his representative. Results obtained shall be recorded and submitted to BSNL in the prescribed form. Subsequently installation shall be got inspected and passed by the Lift Inspector/competent authority as per statutory rules as required. Generally besides ascertaining the adequacy of sizes for the ratings like current carrying capacity, rupturing capacity, voltage range, rigidity of supports etc. the required tests shall be carried out.

17. CHANGE IN SPECIFICATIONS

(i) BSNL reserves the right to make changes in the specifications of the work if in its opinion the same is found necessary. However such alterations shall be made after mutual discussion and agreement between BSNL and the firm. Any price implication in this regard shall be mutually discussed and agreed upon.

(ii) Modifications or alterations by the firm in the design / specifications of any equipment/material will not be permitted by BSNL as a matter of principle. However the same can be agreed by BSNL under exceptional circumstances where:

(a) The same is necessitated due to non-availability of material/component of certain specification or make.

OR

b) Such alterations constitute an improvement in the opinion of the firm and BSNL.

(iv) Prior written approval of BSNL is necessary before undertaking any alteration/ modification in the specifications of the equipments.

18. PACKING, FORWARDING & STORAGE

Before dispatch to site, the equipment/ component/ materials shall be properly packed so as to afford protection against transit damages and damages against storage in open areas either at transporter's premises or at work site. Special care shall be taken in respect of sensitive items. When storage in open area is inevitable proper water proof covering shall be provided to protect damages on account of rain water etc. However, damaged items shall be replaced as per the direction of Engineer-in-Charge. Lockable space for storing the material may be provided on request, if available. However, safe custody of the material stored at site will be responsibility of the firm till the completion/handing over of the work.

19. COMPLETION OF WORK

The completion date will be the date of successful inspection and testing of the lift by lift inspector/competent authority.

20. COMPLETION DRAWINGS

- a. Four sets of completion drawings giving following details shall be furnished.
 - i General arrangement drawing to scale showing location with dimensions and clearances and working parameters.
 - ii. Details of foundation for equipment and weight of associated equipment's.
 - iii. Control and schematic wiring diagrams and wiring diagrams duly numbering the terminals showing sequence of operation, size of cables etc.
- b. Copies of test certificates and guarantee cards of the equipment and operation Manuals shall be supplied along with the equipment.

21. REJECTION OF DEFECTIVE EQUIPMENT

- i) If the completed Lift installation or any portion thereof, before it is taken over, is found defective or fails to fulfill the intent of the specifications, the firm shall on receipt of a written notice from the Engineer-in-charge, forthwith make good the defective equipment / installation.
- i) If the firm fails to rectify the defects and/ or make good the defective equipment/installation within a stipulated time mentioned in the written notice or replace the equipment at no extra cost, BSNL may make good, reject and or replace at the risk and expenses of the firm, the whole or any portion of the installation which is defective or fails to fulfill requirements of the contract.

22. TAKING OVER OF INSTALLATION

After the installation has been completed in all respects and tested successfully the same shall be taken over by BSNL after inspection & clearance by the designated inspection authority.

23. GUARANTEE AND DEFECTS LIABILITY

- i) The guarantee shall be valid for 12 months from the date of inspection & clearance by the designated inspection authority. The firm 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.
- ii) Any part found defective during this period shall be replaced free of cost by the firm. The service of the firm's personnel, if required during this period, shall be made available free of cost to the BSNL.
- iii) The firm shall depute his representative without delay on intimation of the defect and shall restore the same within 8(eight) hours.

iv) In case of major repair, a joint report shall be prepared by the representative of BSNL and the firm regarding nature of defects and remedial action required. Time schedule for such action shall also be finalized.

v) In case the firm fails to cause remedial measure within reasonable time as decided during joint inspection, BSNL may proceed to do so at the firm's risk and expenses and without prejudice to any other right.

vi) The following aspects are, however, not covered under the purview of guarantee.

(a) Consequential losses and damages.

24. MAINTENANCE

The firm shall provide free maintenance for a period of 12 months after the installation is taken over by BSNL, and attend to any defects that may arise in operation of the lift.

25. BYE-LAWS, INDEMNITY AGAINST LIABILITIES

a) The firm 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) The firm shall indemnify BSNL against all claims in respect of patent rights, design, trade mark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The firm shall defend all actions arising from such claims and shall itself pay all royalties.

c) License fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the firm.

- All liabilities/ penal recoveries on matters arising out of tax/ levies such as incorrect deductions, discrepancies in the filing of returns, revised assessment by the concerned authorities etc. shall be borne by the firm.

26. ELECTRIC POWER AND WATER

BSNL will provide free of cost electricity & water for erection, commissioning and testing of equipment. BSNL does not guarantee the continuity of supply and no compensation whatsoever shall be allowed on this account.

27. TRAINING OF DEPARTMENTAL STAFF

The firm shall arrange to train personnel of BSNL during execution of work and commissioning of the system in the following and relevant aspects of the installation.

(i). Diagnosing and attending to minor faults and defects which may generally occur during operations.

28. SAFETY MEASURES:

The firm shall provide necessary barriers, warnings, signals and other safety measures to avoid any accident. The employees of firm are to be suitably insured against such accident. BSNL shall not be responsible for any such incidents.

Concealed items like earthing, cabling, conduiting etc., shall be carried out only in the presence of the duly authorised BSNL Officers.

Offer shall include all charges for packing, handling, forwarding, and insurance, loading and stocking for the equipment.

The work shall generally be carried out during working hours. However, as per the Department's requirement, the working hours will be extended without any extra claim.

29. BSNL will not provide accommodation for erection crew. The firm has to make their own arrangement for accommodation of the installation team during execution of work.

Section- 4 Part C

E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the Tender Documents. Submission of Bids through online process is mandatory for this Tender.

For conducting electronic tendering, BSNL Electrical Zone, Hyderabad is using the portal <https://etenders.gov.in/eprocure> of Government of India.

1. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate(DSC)
2. Register on Electronic Tendering System®(ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
 - Query to BSNL(Optional)
 - View response to queries posted by BSNL, as addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Techno-commercial Part
9. View Post-TOE Clarification posted by BSNL on ETS (Optional)Respond to BSNL's Post-TOE queries
10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)

2. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature **Certificate (DSC) of Class 3** or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer<http://www.cca.gov.in>].

3. Registration

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

Note: After successful submission of Registration details and Annual Registration Fee (as applicable).

Please contact <https://etenders.gov.in/eprocure> ETS Helpdesk (as given below), to get your registration accepted/activated.

Tender Wizard ETS Helpdesk	Central Public Procurement Portal (CPPP)
Telephone	0866-4200462, 0120-4001002/005, 0120-6277787
Website	https://etenders.gov.in/eprocure/app

BSNL Contact-1	
BSNL's Contact Person	Shri M. Krishna chari, Executive Engineer(E)
Telephone/ Mobile	MOBILE: 9440000449OFFLINE
E-mail ID	eeediv2bsnl@gmail.com

BSNL Contact-2	
BSNL's Contact Person	Shri Y Showri reddy, SDE(E)-II, BSNL Electrical Division, Hyderabad
Telephone/ Mobile	9409411999
E-mail ID	Sde2hydbsnlou@gmail.com

4. **Bid related Information for this Tender**

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit(EMD)
- Submission of digitally signed copy of Tender Documents/ Addendum /addenda
- Submission of self attested copies of documents as per list at Sl. no.6.2 of DNIT (*Section-1, Part A*).

5. **Offline Submissions:**

The bidder is requested to submit the following documents offline to the **Executive Engineer (E), BSNL Electrical Division-II,Hyderabad** on or before the date & time specified in the detailed NIT. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. **EMD/Bid Security & tender cost paid details and Original DD/BC /BG as per DNIT 2.2 & 5.0**
2. **Power of attorney in accordance with clause 14.3 of Section-4 Part A.**

6. **Special Note on Security of Bids**

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

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass- Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have

the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

7. Public Online Tender Opening Event(TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders

Can attend the Public Online Tender Opening Event(TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

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

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

8. Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://etenders.gov.in/eprocure> and go to the User-Guidance Center.

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier Organizations. Various links are provided under each of the three categories.

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

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

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

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

9. Minimum Requirements at Bidders end

- i) Computer System with good configuration.
- ii) Internet connectivity.
- iii) Microsoft Internet Explorer.
- iv) Digital Certificate(s) for users.

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

4. PERFORMANCE SECURITY

- 4.1. All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to **5%** of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.
- 4.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of **Bank Guarantee** issued by a scheduled Bank and in the proforma provided in 'Section-7B of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

- 5.1 The Purchaser or its representative shall have the right to inspect and test the goods 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 or its subfirm(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 fail to confirm to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods 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 equipment and accessories 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 notice setting forth details of such defects or failure and the supplier 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 one months of the initial report. These replacements shall be made by the supplier 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 the whole or any portion of

equipment 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.

- 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 shall undertake to make good the same in a time period not exceeding six months. 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 in safe and sound condition. However, they shall not discharge the supplier 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 from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents 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 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. 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.
- 7.4 The bidder shall provide all training material and documents.
- 7.4 Conduct of training of the purchaser's personnel shall be at the suppliers' plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

8. INCIDENTAL SERVICES

The supplier 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 of any warranty obligations under this contract.

SPARES

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

Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract. In the event of termination of production of the spare parts, the supplier 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.

9.2. Over a period of three years starting from the date of final acceptance, the supplier shall supply, at its own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of its need.

10. WARRANTY

10.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of 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 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.

10.2 If it becomes necessary for the Supplier 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 of twelve months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the suppliers risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

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

11 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. 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 fails to furnish necessary supporting documents i.e. GST invoice/Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.

2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR -3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.

3) TDS/TCS shall be deducted at the prescribed rate, if any (as the case maybe)

4) BSNL can adjust/forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.

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

11.2 ~~The balance payment shall be released within 6 months from the date of supply of the equipment in case there are no damage/shortages.~~ In those cases where such shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the 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 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 in writing, the Bank Guarantee shall be extended without fail by the supplier 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/ firm/supplier. The bidder company is required to give the following information for this purpose:-

(a) Beneficiary Bank Name:

(b) Beneficiary branch Name:

(c) IFSC code of beneficiary Branch

(d) Beneficiary account No.:

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

12..PRICES

Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-6.2 mentioned below.

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

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

12.3 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.

12.4 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.

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

13 CHANGES IN PURCHASE ORDERS

13.1 The purchaser may, at any time, by a written order given to a Supplier/Firm, 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/Firm.

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/Firm for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14 DELAYS IN THE SUPPLIER/FIRM'S PERFORMANCE

14.1 Delivery of the Goods and performance of the services shall be made by the Supplier/Firm 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/Firm and purchaser reserves the right to purchase balance unsupplied item / carry out balance works at the risk and cost of the defaulting vendors.

14.2 Delay by the Supplier/Firm in the performance of its delivery obligations shall render the Supplier/Firm liable to any or all of the following sanctions:

14.2.1 forfeiture of its performance security,

14.2.2 imposition of liquidated damages, and/or

14.2.3 Short closure of the contract in part or full and/ or termination of the contract for default.

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

14.3.1 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/Firm's notice, the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 9.2 Section-5A as per provision given below:

14.3.2 The Supplier/Firm has to submit their request for extension along with the undertaking as per clause 15 Section-5A (Fall Clause) **at least two weeks before the expiry of delivery period.** The Supplier/Firm shall also submit un conditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 6.3 and 15 of section- 5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.

14.3.3 In case extension is being granted beyond 20 weeks then the Supplier/Firm 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.

14.3.4 If the Supplier/Firm 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.

14.4 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.

15 LIQUIDATED DAMAGES

15.1 The date of delivery of the stores / date of completion of works stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery/completion must be completed no later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries/completion be made after expiry of the contracted delivery/completion period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 9.2 below

15.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:

15.2.1 Should the Supplier/Firm fails to deliver the store/complete the work or any consignment thereof within the period prescribed and agreed for delivery/completion of work, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent

to 0.5% of the value of the delayed supply/value of delayed completion works and/ or undelivered material/ /uncompleted works for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply/delayed completed and/ or undelivered material/ uncompleted works for each week of delay or part thereof for another TEN weeks of delay.

- 15.2.2 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.
- 15.2.3 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.
- 15.2.4 Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the Supplier/Firm, further the same shall not be challenged by the Supplier/Firm 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).

- 15.3 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/Firm 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 FORCE MAJEURE

- 16.1 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.
- 16.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier/Firm 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/Firm 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/Firm may with the concurrence of the purchaser elect to retain.

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

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

17.1.1 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 8 of this section;

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

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

17.1.4 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.

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

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 3rd 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 pendente-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 up to Rs. 5 crores.

[29B. Fast track procedure – (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section(3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section(1):-

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of Section 29 A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

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

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

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

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

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

9. The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case maybe).
10. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

- II. Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, EOIs, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

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

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

III. APPLICABLE LAW AND JURSDICTION

- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.
- (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in anyway.

© The venue of arbitration shall be BSNL CO New Delhi and/or Circle/SSA HQ or the office of the Arbitrator situated at New Delhi or at the respective Territorial Circle/SSA HQ as the case may be.

19 SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the BSNL or any other

person(s) contracting through the BSNL and setoff the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.

20 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.

21 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.

22 FALL CLAUSE

22.1 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

22.1.1 It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/service;

And / or

22.1.2 The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

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

22.3 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."

22.4 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.

23 COURT JURISDICTION

23.1 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.

23.2 Where a firm 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.

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

24 **General Guidelines:-**

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

SECTION -5 Part B

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

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

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

1. **Definitions**: The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of BSNL and the firm, 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 'Firm' 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 firm 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 firm 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 firm.
- 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 firm 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:**

The successful tenderer /firm, 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.

9.0 **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.**

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

10.5.1EMD 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).

10.5.2In case of successful Bidders, the EMD 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 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 Fixed Deposit Receipt 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

The Firm shall have to furnish Performance guarantee @ 5% (**Five**) of the contract value of the contract valid for 60 Months within Fifteen Days of the issue of acceptance letter in the form of Bank guarantee on a Nationalized/Scheduled bank in standard format (Annexure B)/ CDR/ FDR/ TDR/DD. This performance guarantee shall be submitted in the Electrical Division in the name of concerned Accounts Officer. In the event of failure on the part of successful tenderer to furnish the performance guarantee within fifteen days, firm will be suspended / barred / banned for the period of one year in BSNL. This **Performance Guarantee** shall be refunded after successful completion of work and handing over all the services in physical and healthy condition..

12.0 Security Deposit: -In addition to performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the firm till the sum deducted will amount to security deposit of 5% of the Tendered value of the work. This Security Deposit shall be released after one year after the date of actual completion of work.

13. **COMPENSATION FOR DELAY :**

If the firm fails to maintain the required progress or complete the work and clear the site on or before the contract or extended date of completion, he has to pay the compensation for delay which is limited to 0.5% per week of the tendered value for the first 10 weeks and 0.7% per week for next 10 weeks and thereafter subject to a maximum of 12% of the tendered value for the location where the work is delayed and the firm is found responsible for the same. Flow chart of the Procurement process/ contract shall be supplied by the firm and approved by Executive Engineer concerned.

14. The competent authority on behalf of the BSNL does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

15. The competent authority on behalf of BSNL reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

16.SPECIAL CONDITION :-

Compensation to be levied in cases of use of duplicate/ spurious material.

Department reserves the right to get inspected the supplied HT panel and any other components by the original manufacturer/their authorised representative, whose report as regards to the genuineness of component shall be final and binding. In case any component upon such inspection is found to be duplicate/spurious, double the cost of such component based on price list (without any discount whatsoever) effective on date of aforesaid inspection shall be recoverable. In case the firm agrees to replace the components so found spurious/duplicate at his cost & fails to do so within 15 days of the said report, compensation of RS. 1,000/- per component (in addition to the cost of component) found spurious/duplicate shall be levied against the firm. Besides the above the Department reserves the right to take disciplinary action against the Firm. Decision of S.E(E) in such case shall be final and shall be out of purview of arbitration.

17. INCREASE/DECREASE OF TENDER QUANTITY

- a) The quantities as per schedule of work are subject to deviation up to 25 % (twenty five percent) of the quantity of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions as applicable at the time of award of contract .
- b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the department (BSNL) reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender/ contract within currency of contract at the same accepted rates and terms and conditions of the contract.
- c) Quantity mentioned in the schedule of work is tentative. LOIs / work orders will be issued as per the actual requirements of BSNL during the validity /extended validity period of the Rate contract subject to the above deviation clauses. Furthermore, LOIs issuance is subject to readiness of sites.

18. CURTAILMENT OF QUANTITY

BSNL reserves the right to enforce curtailment in the assigned quantum of work for any firm/Firm on the grounds of defaults/delay in regard to execution of the individual work assigned

19. SIGNING OF CONTRACT:

- i). The successful tenderer /firm, on acceptance of his tender by the Accepting Authority, shall sign the contract within 07 days consisting of the notice inviting tender, all documents including drawings, if any, forming the tender as issued at the time of invitation of tender & acceptance thereof together with any correspondence leading thereto.
- ii). 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

20. BID PRICES, TAXES AND DUTIES

The bidder shall give the total composite price inclusive of material, labour , Packing, Forwarding, Freight and Insurance etc. except Goods and Services Tax. Any other taxes or levies if found applicable also shall be included in the unit price. The Goods and Services tax as applicable by Central and State Govt. should be shown separately which only shall be payable as per actual, wherever applicable on production of proof of payment / relevant invoices / documents. The liability to pay all taxes, levies etc. as per relevant

Central and State Govt. statutory by-laws shall be of firm and BSNL will not entertain any claim whatsoever in this respect.

21. EVALUATION OF BIDS

The evaluation and comparison of responsive bids shall be done based on NET COST on the Prices of all items included in schedule of work offered inclusive of Packing, Forwarding, Freight, Insurance charges etc. but, excluding GST.

22. PAYMENT TERMS

No advance payment will be made. For claiming the payment, the required documents as per GST rules and regulations are to be submitted to the paying authority:

PAYMENT TO THE FIRMS DURING PROGRESS OF WORK IS REGULATED FOR ALL THE ITEMS AS BELOW:

(a) Payment terms for Procurement (Supply) items in Part-A:

- (i) 80% of the price shall be paid on receipt of goods at site by the consignee and after satisfactory physical inspection.
- (ii) 15% payment shall be released after successful physical installation of the system as per norms. In cases where shortages/damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the agreement.
- (iii) Balance 5% payment shall be released after successful completion of inspection by the designated authority and submission of report thereof.

(b) For Comprehensive AMC (Part C)

Quarterly payment i.e. once in three Months shall be made after completion of maintenance period.

Note: GST amount will be paid only after filling of return by the Firm/Agency in GSTR1 and after viewing the same in GSTR2A.

23. SUBMISSION OF TAX INVOICE

The firm/Firm should submit the Tax invoice while claiming payments with showing GST component separately, so that, BSNL will avail of Input Tax Credit as per CGST Act'2017.

The Tax Invoice should contain the followings:

- (i) Name, Address and GSTIN of the supplier.
- (ii) Invoice number containing alphabets and/or numbers, special characters.
- (iii) Date of the Invoice;
- (iv) Name, address and GSTIN of the recipient;
- (v) HSN code of goods or Service Accounting Code ('SAC')
- (vi) Description of goods or services
- (vii) Quantity in case of goods and unit
- (viii) Total Value of goods or services
- (ix) Taxable value of goods or services taking into account discount or abatement.
- (x) Rate of tax (CGST + SGST / UTGST or IGST + cess (if applicable)).
- (xi) Amount of tax charged in respect of taxable goods or services.
- (xii) Place of supply along with the name of State, in case of a supply in the course of inter- state trade or commerce.

- (xiii) Place of delivery where the same is different from place of supply.
- (xiv) Whether the tax is payable on reverse charge.
- (xv) Signature or Digital signature of the supplier or his authorized representative.

24. INDEMINITY:

It is the responsibility of the Firm/Firm to ensure that outward supply return (GSTR-1) is filed correctly and to declare correct information on the invoice and GST portal. In case of mismatch because of vendor's fault, prompt amendments must be made by the them else the Firm/Firm shall be required to indemnify BSNL of the loss of credit due to miss-match and BSNL shall recover the said amount from vendor. The compliances to be adhered by Firm/Firm includes (but is not limited to) the following:

- (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time.
- (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by Firm/Firm for capturing information on the invoice;
- (iii) Acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of details on GSTN. Such changes w.r.t. the miss-match are required to be accepted by Firm/Firm within the time limit prescribed under the GST law. It must be noted that in case the Firm/Firm does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the Firm/Firm. BSNL reserves the right to be indemnified for the credit loss and recover the said amount from the Firm/Firm in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the Firm/Firm. Further in case any credit is not received or short credit is received or in case of any error because of which no credit is received then such equivalent amount is not liable to be paid by BSNL. Where, however the amount has already been paid by BSNL the same is liable to be recoverable or adjustable against subsequent payments.

25. INDEMINITY CLAUSE:

It is hereby agreed between both the parties that in case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability / professional costs related to litigation becomes payable by BSNL or input tax credit is denied to BSNL due to failure of the supplier to comply with the relevant laws/ regulations applicable in India or overseas, Supplier undertakes to indemnify BSNL for an amount equal to amount payable by BSNL and the same shall be recovered by BSNL.

26. DEBIT NOTE:

The Firm/Firm acknowledges and agrees to issue appropriate debit note/ credit note as prescribed under GST Act and send to BSNL within the within the prescribed time. All documents should be received well in advance so as to enable BSNL to claim proper credit. Further it shall be the responsibility of Firm/Firm to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier. BSNL reserves the right to be indemnified for the credit loss by Firm/Firm in case BSNL is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the Firm/Firm.

27. TAX DEDUCTED AT SOURCE:

Nothing contained herein in the agreement shall prevent BSNL from deducting tax at source if required under GST Act and GST regulations, any law or any regulation.

28.COMPLIANCE RATING:

The Firm/Firm shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. Firm/Firm shall be required to submit a self-declaration from time to time, that they are not black-listed on the GST portal. Notwithstanding anything contained in agreement, in the event of black listing of Firm/Firm i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to Firm/Firm only on receipt of input tax credit to BSNL.

29. E-WAY BILL:

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

30. PENALTY AND LIQUIDATED DAMAGES:

It is agreed by Firm/Firm that in case of any deviation, default or negligence on the part of Firm/Firm due to which it is liable to pay penalty to BSNL, the same shall be recovered by BSNL from the Firm/Firm along with applicable GST tax (as may be applicable) GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by the Firm/Firm.

31. MISCELLANEOUS:

1. The Firm/Firm agrees to share the monthly information with BSNL which would be uploaded by the supplier in its GSTR -1 along with the information of input credit to be claimed by BSNL in such month.
2. It shall be the responsibility of vendor to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30th September following the end of relevant financial year.

32. Rates quoted by the Firm/Firm shall be firm and valid for the currency of contract. No cost escalation shall be permitted during the currency of contract including extended period if any.

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

33.1 Application and format of the computerised MB: A bound volume of computerised measurements to be furnished by the firm, 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.

33.2. Mode Of Measurements: The measurements shall be recorded and entered in computerised format in the first instance by the firm, 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 firm 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.

33.3. Cutting or over-writing in the computerised MB not allowed: The Computerized Measurement Book given by the firm, 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 firm 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 firm shall submit Computerised Measurement Books in triplicate for the purpose of reference and record in the various offices of the department.

33.4. Computerised Bill to be submitted by the firm: The firm 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 firm 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.

34. BYE-LAWS, INDEMNITY AGAINST LIABILITIES

- a) The firm 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) The firm shall indemnify the BSNL against all claims in respect of patent rights, design, trade mark or name of other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation thereto. The firm shall defend all actions arising from such claims and shall himself pay all royalties.
- c) License fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof shall be borne by the firm.
- d) All liabilities/penal recoveries on matters arising out of tax/excise/levies such as incorrect deductions, discrepancies in the filing of returns, revised assessment by the concerned authorities etc. shall be borne by the firm.
- e) It is firm's liability to follow all safety procedures in accordance with relevant I.S amended up to date during execution of work at site.

35. EMPLOYEES PROVIDENT FUND

The firm shall comply/fulfill the provisions of the EPF and Misc. Provisions Act.- 1952 and Employees Provident Fund Scheme-1952 as amended up to date irrespective of labours / employees engaged by them for performing this work. Any consequences arising due to non-complying of the provisions as specified above shall be the sole responsibility of the firm.

36. TERMINATION OF CONTRACT ON DEATH OF FIRM :

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

37. INDULGING OF FIRM 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 C - General Conditions of AMC

1. CURRENCY OF CONTRACT

- a. The currency of contract shall be 36 months (3 years) which shall come in force after successful completion of warranty period.
- b. BSNL reserves the right to terminate whole or part of the contract by giving prior notice of one-month duration at any time during the currency of the contract.
- c. BSNL reserves the right to extend the contract for a maximum period of six months (three months at a time) at the same rates & conditions without the consent of the firm. In case if further period is required to be extended should be with mutual consent of both the parties as per delegated financial powers to Electrical Wing officers.

2. Annual Maintenance Contract (AMC):

- a) AMC shall come into effect immediately after completion of warranty period and shall remain valid for 36 Months. ~~Warranty of equipment/ Units/ terminals shall start from the date of acceptance by the consignee of the last batch of equipment/Units/terminals in the Circle.~~
- b) Terms and conditions of AMC shall be applicable during Warranty period including imposition of penalties except that no charges for services provided under Warranty/ extended warranty shall be payable. Amount for penalties will be deducted from the pending payments against supplies or if that amount is insufficient then by invoking the PBG available against supply or AMC or from the charges due for AMC.
- c) It shall be mandatory for the bidders to undertake the Annual maintenance contract for 36 months.
- d) For this purpose the bidder shall quote all-inclusive Comprehensive AMC charges for each year. However GST shall be paid extra as applicable. ~~AMC charges shall be included in evaluation of price bid, by applying a discounted rate of 12% per year to arrive at the NPV (Net Present Value). The quote for AMC should be as a % (percent) of equipment cost (excluding duties and taxes CENVAT-able i.e. net cost to BSNL) and it is mandatory to quote yearly charge in Rs. in a column in Section 9 of tender document. The bidder shall establish at least one Nodal Repair Center in the country or each region/circle of BSNL within a period of 4 months (from the date of placement of PO).~~
- e) In case the supplier fails to repair the faulty equipment's/ terminal/ units and deliver the repaired one in the site within stipulated turnaround time of 8 Hours, it shall be liable to pay penalty at the rate as defined in the bid document Rs.1000/- per day or part thereof and Rs.2000/- per day will be levied after 3 days till the fault is rectified. If the agency fails to attend the fault within 3 days, BSNL shall have the right to rectify the fault at the risk and cost of the firm/the work shall be rescinded and further actions shall be initiated as per rules.

3. MISCELLANEOUS

- a. Any damage to the installation(s)/building due to the carelessness on the part of firm's staff shall be the responsibility of firm and shall be replaced/rectified without any extra cost.
- b. Any accident or damage will be the responsibility of agency and 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.
- c. The workers engaged by firm should maintain proper discipline and good behaviour with occupants. The firm shall not depute such workers at the site, whose behaviour is found improper.
- d. The agency will provide the workers with necessary Tools & Plant, Testing and safety equipment's.
- e. Agency has to observe all the labour rules and regulations in force and indemnify BSNL against any claims whatsoever, either from this clause or any other clause in the contract.
- f. Firm shall issue ID card to their workforce whenever they enter premises for bonafide work. Nobody shall be allowed entry without work and nobody will be allowed overnight stay without work.
- g. Dismantled materials shall be returned to the BSNL except those items for which the replacement is supplied by the agency.
- h. The firm has to keep all the units, neat and clean to avoid any accident and / or fire hazards.
- i. Firm should have round the clock contact telephone number. In case of Emergency, firm and authorized engineer supervisor shall be available at site on short notice from engineer-in-charge and make all efforts to make the situation normal at the earliest.
- j. Firm is responsible to keep workable spares and consumables for due performance of the contract.
- k. Any material used/replaced by the Firm for the work shall have same specifications. Alternate Make shall be allowed, only after prior approval of the Engineer in charge.
- l. The firm should have their service set up in Telangana and details thereof should be submitted to BSNL.

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/Performance security 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 firm 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 firm. 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 Firm)

6 (C) - NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given as per the clause 32 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 thMSMEe absolute right to take any action as deemed fit/without any prior intimation tome."

Signature of the tenderer
With date and seal

6 **(D) – DECLARATIONS AND UNDER TAKINGS FOR EXEMPTION OF BID SECURITY/EMD UNDER MSME ACT'2006..**

NIT No.

Name of work:

"I/ We,..... (Name of bidder Firm) do hereby declare that I am/we are the MSME registered Vendor/firm under MSME ACT'2006. Therefore, I am/we are furnishing/uploading the self-attested copy of my/our valid MSME registration Certificate bearing registration no..... date..... for availing of EMD /Bid Security exemption for this tender.

I /We do hereby undertake that, in case of following condition (s) / events, BSNL may at any time **cancel** my/our Bid/Acceptance/Work Order/Purchase Order and may **suspend/debar/ban me /us from participating BSNL Tenders further for a period of 1 (one) year.**

- 1.0 If I / we withdraw or amend the bid or impair or derogate from the bid in any respect during the period of bid validity specified by the bidder in the bid/tender.
- 2.0 If I / we do not accept the APO/AWO/PO/WO and /or do not submit the PBG and / or fails to sign the contract / agreement and /or fails to commence the work in time as per BSNL Order.
- 3.0 If any loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach of any of terms / conditions contained in the said tender document or by reason of any failure to perform the said agreement by me/us.
- 4.0 If anything is found false and/or incorrect and / or reveals any suppression of fact at any time.
- 5.0 If subsequently I /we fails to obey any of the contractual obligations with respect to work awarded by BSNL.

Date.....

Signature of Bidder.....

Place.....

Name of Bidder.....

Date & Seal of the Bidder

Date & Seal of the Bidder

6 **(E) – PHYSICAL DOCUMENT SUBMISSION UNDERTAKING & DECLARATION**

NIT No.

.....

Name of work:

I / We,..... (Name of bidder Firm) do hereby undertake and declare that,if we fail to physically submit the requisite documents as per Clause 6.2 of Section-1 of the DNIT within 05 working days after opening date of the Technical Bids, BSNL reserves the **right to reject/cancel** our **bid** and also to **suspend/debar/Ban** us for a period of **1 (one) year** from participating in any further Tenders of BSNL.

Date.....

Signature of Bidder.....

Place.....

Name of Bidder.....

Date & Seal of the Bidder

6 (F) - OEM'S AUTHORIZATION LETTER

(TO BE PRINTED ON OEM'S LETTER HEAD)

Ref No.

Date.

TO
EXECUTIVE ENGINEER (E)
BSNL ELECTRICAL DIVISION-II
Hyderabad

Sub : OEM's Authorization Letter

NIT No : 41/BEDH-II/2024-25, Dated: 29-08-2024

Name of work: **Supply and ITC of 1no.8 passenger MRL type Lift (Replacement against scrapping of old lift) with Comprehensive mtce for CTO Building at Paradise, Secunderabad.**

Dear Sir,

We _____ (OEM's name) having registered address _____, OEM of _____ Make passenger/goods lifts do hereby authorize _____ (name of bidder) with their registered address _____ to participate in above referred tender.

1. We will supply _____ Make 8 passengers lift through them against subject requirement.
2. We do hereby undertake to be responsible for all obligations and liabilities related to the work in accordance with the terms of the tender.
3. The lift shall be covered under our warranty as per all tender warrantee conditions.
4. We also undertake to provide after sales support(Service & spare parts) for the next 10 years for the supplied lift.

Authorized Signatory of the OEM.

Name:

Designation:

Mobile Number:

SDE(EP)

EE (EP)

6(G) - TECHNICAL DETAILS OF THE LIFT
(To be filled in and submitted by the Firm/Seller/bidder)

Name of Work:	Supply and ITC of 1no.8 passenger MRL type Lift (Replacement against scrapping of old lift) with Comprehensive mtce for CTO Building at Paradise ,Secunderabad.	
NIT No:		
Name of Bidder:		
Sl No:	Particulars /details	Offered by the Firm/Seller/bidder
A .	General	
1	Name of Manufacturer :	
2	Country of Manufacturer :	
3	Capacity (Persons/ Weight) :	
4	Service :	
5	Speed of Travel :	
6	Height of Travel :	
7	No. of floors served :	
8	No. of Openings :	
9	Position of Counter weight :	
10	Type of Leveling Method :	
B.	Machine	
1	Position of Machine :	
2	Motor :	
3	Electric supply particulars for Which it is suitable for operation :	
C	V3F DRIVE	
1	Type / Make:	
D .	Brake	
1 .	Type :	
E.	Car and Doors	
1	Out side dimension of doors :	
2	Inside clear dimensions :	
3	Construction of cars :	
4	Design/Type of enclosure of car :	
5	Details of flooring :	
6	Attachment and fittings inside the car :	
7	Car Doors	
	a) Size :	
	b) Operation :	
	c) Construction, Design & finish:	
8	Landing Door	
	a) Size :	
	b) Operation :	
	c) Construction, Design & finish :	
F	Safety Devices	
	Car safety -type :	
	Counter Weight safety- type:	

	Door Inter locks in car -Type:	
	Door interlocks in landing - Type	
G .	Other safeties included in this offer	

(Signature of the Bidder)

6(H) - Self-Certification under Preference to “MAKE IN INDIA” Policy

(To be typed on Firm’s letterhead)

Format for Self-Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, P-45021/2/2017-PP(BE-II) dtd 16/9/2020 as amended from time to time and as applicable on the date of submission of Bid, we hereby certify that we

M/s _____ (supplier name) are Class I local supplier meeting the requirement of minimum Local content50.....% as defined in above orders for the goods / services / works offered against Bid No _____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

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 **PAO,O/O Pr.CCA, Telangana Circle, Hyderabad** 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
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 **PAO,O/O Pr. CCA, Telangana Circle, Hyderabad** 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 "**PAO,O/O Pr.CCA,Telangana Circle, Hyderabad**"
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:.....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:.....

.....

Telephone Numbers

Fax numbers.....

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 O/o
.....

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

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

.....
Name of the Representative

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

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

SECTION- 8

Tenderer / Bidder's profile & Questionnaire.

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/Firm:

2. Present Correspondence Address

.....

Telephone No. Mobile No.....

FAX No.

3. Address of place of Works/Manufacture :

.....

...

.....

Telephone No. Mobile No.

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

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

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

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

.....

.....

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

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

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

B) Questionnaire

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

- 1.1 If Yes, Give details
-
-

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

- 2.1 If Yes, Give details
-
-

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

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

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

Place.....

Signature of firm

Date.....

Name of firm.....

SECTION-9 Part-A

BID FORM

To
The Executive Engineer (Electrical)
BSNL Electrical Division-II,Hyderabad

From,

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

Ref: Your Tender Enquiry No. NIT 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

Signature

Name

Name

In the capacity of.....

Address:

Duly authorized to sign the bid

for and on behalf of

SECTION-9 Part-B

PRICED SCHEDULE

NAME OF WORK: Supply and ITC of 1no.8 passenger MRL type Lift (Replacement against scrapping of old lift) with Comprehensive mctce for CTO Building at Paradise, Secunderabad.

NIT NO. 41/BEDH-II/2024-25, Dated: 29-08-2024

NAME OF THE BIDDER:.....

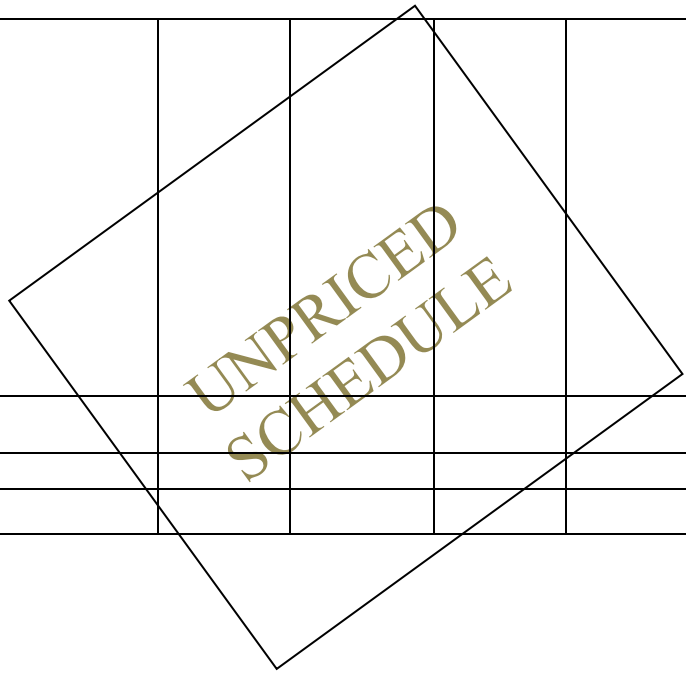
Sl. No.	Description of Item	Quantity	Unit	Unit Price including packing, forwarding and insurance etc. Excluding GST (Rs)	GST (CGST+ SGST / IGST)		Unit Price (Inclusive of all and GST) (Rs)	Total Cost (Inclusive of all and GST) (Rs)	Evaluated Amount (Inclusive of all and Exclusive of GST) (Rs)
					%ge	Amount			
1.0	Sub-Head-I (Supply, Installation, Testing & Commissioning)								
1.1	Supply, installation, testing and commissioning of 8 passenger (544 Kg capacity), Gearless machine & MRL (Machine room Less) type Lift as per standard specifications confirming to the latest Lift Act and Lift practice having a speed of 1.0 mtr/sec with total travel 15.2 mtr (approximate). The Lift shall be operated on automatic push button control having full selective and collective automatic control system with and without attendants and suitable for operation on 3 phase, 415 volts, 50HZ AC supply with energy efficient gearless motor. All the lift equipments including Car, Counter weight, Self	01	Job						

UNPRICED SCHEDULE

	<p>Travelling Devices, Indicators, vision panel Doors, Terminal buffers, Ropes/belts, Safety devices, including all wirings, connections and connected equipment shall be as per the detailed specifications attached. Miscellaneous items like supports for guide rails, overhead gears, scaffoldings, minor civil works i.e. making pockets, holes and making good the same are also included in the scope of work. The lift shall be provided with Automatic Rescue Device (ARD) with suitable capacity and numbers of SMF batteries, Overload indications & protections, audio announcement and full height infra red light curtain in doors etc. complete as per detailed specification as required. The work also includes 12months free maintenance/warranty of the lifts including attending the breakdown calls, periodical inspection and replacement of defective materials etc. as required. Note:- (1). Conducting lift inspection at site after installation and obtaining clearance certificate from inspecting authority including material inspection at factory are included within the scope of work.</p>								
2.0	SUB-HED-II (Comprehensive Maintenance)								
2.1	<p>Comprehensive Maintenance of 1 no. fully collective selective control AC VVVF Drive with ARD (including it's battery) 8 passengers MRL type Lift i/c regular examinations, lubrications and adjustment of equipment and carry out planned maintenance in a systematic and controlled manner, replacement/repair of parts/components become damaged and faulty due to normal wear and tear and during normal course of operations, renew of wire</p>								

UNPRICED SCHEDULE

	ropes/belts/chains etc. as often as required to maintain an adequate factor of safety, systematic examination and adjustment of all drives, controls, interlocks, safety and protection devices, sensors, indicators, cars, guide rails etc. making all customary safety tests periodically and conducting an annual no load safety test on the equipment, providing 24X7 emergency minor adjustment CALL-BACK service at no extra charge etc. complete as required as per scope of works, special conditions, terms								
2.11	1st Year (after warranty of 12 months)	12	Month						
2.12	2nd year	12	Month						
2.13	3rd Year	12	Month						



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. iii) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of EMD. iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.

	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.
	(iv) If <i>detection of default after issue of PO/ WO</i>	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. iv) Banning of business for up to three years which implies Barring further dealing with the vendor for procurement of Goods and Services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, Supplier/Firms/ Firms. b) Obstructing/ Threatening other prospective bidders i.e. Supplier/Firms/ Firms from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from

		the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable.</p> <p>ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. 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. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; 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. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	Submission of claims to BSNL against a contract	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	

	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	<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>
8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</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>
		<p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

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.</p> <p>(continues to page 174)</p>
		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	<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.</p>
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:	

	<p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ Supplier/Firm has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ Supplier/Firm fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p>	<p>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.</p>
	<p>(c) If the vendor/ Supplier/Firm fails to submit required documents/ information, where required.</p> <p>(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/Firm.</p>	
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>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.</p>		

END
