



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

CHENNAI TELEPHONES DISTRICT

TENDER FORM

**E-TENDER FOR INSTALLATION / DE-INSTLLATION OF BATTERY SETS AT MOBILE SITES OF
CM WING FOR 2020_21**

E-TENDER NO : DGM B&CCS-CM/TENDER/BATTERY INSTLN & DE-INSTLN/2020-21 DATED: 12-01-2021

Cost of the Tender Form: Rs. 1180/- (Rs.1000 +GST 18%)

Bid security: BID SECURITY DECLARATION to be submitted/-

Estimate cost of tender :Rs. 55,81,400/-

Tender forms Available in www.chennai.bsnl.co.in following "Link for E-tenders by Chennai
Telephones".

Single stage bid
(Two stage opening –Technical & Financial Bid)

Due Date &Time of BID Submission: 14:00 Hrs on 15-03-2021

Due Date &Time of Tender Opening: 14:30 Hrs on 15-03-2021

at

**O/o DGM (B&CCS-CM),
6th FLOOR, 238, RK Mutt Road
RK NAGAR EXCHANGE BUILDING,
Mandaveli, Chennai – 600 028**

Tel: 044-24620125

Fax: 044-24620115

Visit us at: www.chennai.bsnl.co.in

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BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o DGM B&CCS-CM, VI FLOOR,
RK NAGAR TELEPHONE EXCHANGE BUILDING
238,R K MUTT ROAD, CHENNAI-600 028.

From:
DGM B&CCS-CM,
VI FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING,
No: 238, R K MUTT ROAD, CHENNAI-28.

No.DGM B&CCS-CM/TENDER/BATTERY INSTLN & DE-INSTLN/2020-21/ Dtd 12-01-2021

Sub: -

Tender document for “De-installation of old Battery sets of any capacity and Installation, Commissioning and AT of New Battery sets including handling and transportation of the New Battery sets to BTS Sites from District Stores Depot, Vyasar Nagar, Chennai-39/ DTTC, East Tambaram/ RTTC, Maraimalai Nagar/ any other BSNL Chennai Telephones Storage locations/Godowns” and transporting the old Battery sets to Storeyards from BTS sites” for the year 2020-21 through E-Tender.-Reg

Tender No DGM B&CCS-CM/TENDER/BATTERY INSTLN & DE-INSTLN/2020-21/ Dtd 12-01-2021

Interested prospective bidders may kindly submit your online bids only for Electronic Tendering at the portal detailed in ‘Special Instructions to Bidders for E-Tendering’ up to 13.59 hours of 15/03/2021 and bids will be opened at 14:30 hours of 15/03/2021.

DGM B&CCS-CM
Phone Number - (Off) 044-24650125
FAX - 044-24650155

SECTION - I

DETAILED NOTICE INVITING TENDER

No.DGM B&CCS-CM/TENDER/BATTERY INSTLN & DE-INSTLN/2020-21 Dtd 12-01-2021

Digitally Sealed tenders on Rupee payment basis are invited through **e-tendering process** by the General Manager B&CCS – CM, BSNL, CHENNAI TELEPHONE DISTRICT from the eligible bidders experienced/reputed Company/Firm/Contractor having experience for performing the following items .

1. Description of items:-

Sl No	Size / Qty of Battery set	Description of Work	Estimated value of Procurement in Rs. (incl GST)	Cost of Tender Document (including 5% VAT) in Rs
1	400 Nos of Battery sets of any capacity	De-Installation of any capacity of old Battery sets in BTS sites in Chennai Telephones including Chengalpattu SSA and transportation of the dismantled Batteries from the respective sites to District Store Depot Vyasar Nagar CH-39/DTTC, East Tambaram/RTTC Maraimalai Nagar and any other BSNL Chennai Telephones storage locations / Godowns.	28,55,600/-	1180/-
2	200 Nos of Battery sets	Installation/ Commissioning and AT of New Battery sets including transportation of this new Battery sets from District Store Depot Vyasar Nagar CH-39/ DTTC, East Tambaram/ RTTC Maraimalai Nagar and any other BSNL Chennai Telephones storage location/ Godowns.	27,25,800/-	
		Total Estimated cost (Rs.)	55,81,400/-	

NOTE:-*

The quantity in nos. stated above are Tentative and BSNL reserves the right to vary quantity to the extent of -50% to +50% of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms and conditions.

2. **Purchase of Tender Document:**

- (i) Tender document can be obtained by downloading it from the website www.chennai.bsnl.co.in following "Link for E-tenders by Chennai Telephones".

The Official tender document for participating in E-tender shall be available for downloading from <https://www.tenderwizard.com/BSNL> :- from 20-02-2021/14.00 hrs up to 13.55 hrs/ 15-03-2021 .

Bidders must register on the e-tender portal, if not already registered earlier and follow all instructions for participating in bidding for the tender.

3. The bidders cannot participate in the tender without downloading official copy of the tender document.

3.1 Availability of tender document:- The tender document shall be available for downloading from 14.00 hour of 20/02/2021 to 13.55 hours of 15/03/2021.

- The Tender document shall not be available for download after its last submission/closing time & date.

- The bidders downloading the tender document are required to submit the tender fee amount through DD / Bankers cheque of an amount of Rs 1180/- along with the tender bid failing which the tender bid shall be left unopened/rejected. The DD/banker's cheque shall be drawn from any Nationalized/Scheduled bank in favor of **ACCOUNTS OFFICER (CASH) , HQ, BSNL, CHENNAI TELEPHONES** and payable at Chennai.
- The cost of Tender Document is free to MSE bidders on production of requisite proof in respect of valid certification from MSME for the Tendered item.
- BSNL, Chennai Telephone District has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- Physical copy of the tender document would not be available for sale.

4. Eligibility Criteria:

- I. The eligible bidder(s) should be a registered Indian company.
- II. The bidder should have experience in the installation and commissioning of Power Plants/Battery sets and allied infrastructure at GSM sites either for BSNL/MTNL or any other Telecom Service Provider/ Vendor. Proof in the form of experience certificate issued by a licensed Operation in any LSA in India for having installed Battery sets/power plants in last two years shall be attached.
- III. The bidder should have sound financial background and workforce. Proof of Turnover of 20Lakhs during two previous years shall be attached.
- IV. The bidder should have valid Service tax registration and should have valid PAN NO.
- V. The bidder should not have been black-listed by central/ state governments / PSUs. A self declaration may be submitted along with the bid document.
- VI. The bidders shall submit necessary documentary proof (self attested) showing that they meet the eligibility criteria along with their tender bid self attested by Bidder.
- VII. The bidder should not have been blacklisted by GST authorities.

5 Bid Security:

Bidders are required to furnish the Bid security declaration in lieu of Bid security submission as in Annexure-A

6. Date & Time of Submission of Tender bid:

Last Date/ Time of submission of Bid Online: up to 13.59 Hrs on 15-03-2021

Last Date/Time of Submission of documents in hardcopy : up to 14.00 Hrs on 15-03-2021

Note 2:- In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

Tender bids received after due time & date will not be accepted.

7.0 WORK SPECIFICATION: As per Section-3, Part-A & B of tender document.

8. Place and Time of opening of Tender bids:

Online opening of Tender Bids: **At 14.30 Hours on 15-03- 2021.**

- 8.1 BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE)'. 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.
- 8.2 However, if required, one authorized representatives each bidder (i.e. Supplier organization) can attend the TOE **with Authorization letter** in the company letter head at the O/o DGM B&CCS-CM, VI FLOOR, RK NAGAR Telephone Exchange Building, 238 RK Mutt Road, Mandaveli, Chennai-28 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

9. The offline (Hardcopy) of Tender bids must be submitted in the Tender box kept at office DE TENDER O/o DGM B&CCS-CM, III FLOOR, RK NAGAR Telephone Exchange Building, 238 RK Mutt Road, Mandaveli, Chennai-28 as follows.
- i. The Technical bid document should be placed in first envelope superscribing "Technical Bid document for De-installation & Installation of Battery Tender"
 - ii. The Financial bid document should be placed in second envelope superscribing "Financial Bid document for De-installation & Installation of Battery tender"
 - iii. Both the above two envelopes should be placed in third envelope superscribing " E-Tender document for Installation and De-installation Tender for Yr 2020-21 for GSM units".
10. Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.
11. CGM, CHTD 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.
- 12
- 12.1 The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal (<https://www.tenderwizard.com/BSNL>).
- 12.2 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.
- 12.3 For further instructions regarding submission of bids online, the bidder shall visit the homepage of the portal (<https://www.tenderwizard.com/BSNL>).
- Note: -
- a) All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any 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.
 - b) All computer generated documents should be duly attested/ signed by the issuing organization. **Signed Tender document should be uploaded in Online portal without fail.**

DGM B&CCS-CM

Phone Number - 044-24620125

FAX Number - 044-24620155

Email id - dgm.bccs.chennai@gmail.com

SECTION-1(Part B)
N.I.T. for INSTALLATION/DE-INSTALLATION OF BATTERY SETS

Bharat Sanchar Nigam Limited
O/o DGM B&CCS-CM, VI Floor, RK Nagar Telephone Exchange Building,
No: 238, R K Mutt Road, Chennai-600 028.

Notice Inviting Tender

No.DGM NWA-CM/TENDER/BATTERY INSTLN & DE-INSTLN/2020-21/ Dtd 12-01-2021.

Sealed tenders are invited by GM-CM, BSNL, Chennai Telephone District, Chennai-28., from the prospective bidders for the following item.

Sl no	Description of the work	Quantity	Estimated cost in Rs.(Incl.GST)	Date/Time of tender opening
1.	De-Installation of any capacity of old Battery sets in BTS sites in Chennai Telephones including Chengalpattu SSA and transportation of the dismantled Batteries from the respective sites to District Store Depot Vyasar Nagar CH-39/DTTC,East Tambaram/RTTC Maraimalai Nagar and any other BSNL Chennai Telephones storage locations / Godowns.	400 Nos of Battery sets.	55,81,400/-	15-03-2021 by 14:30hrs
2.	Installation/ Commissioning and AT of New Battery sets including transportation of this new Battery sets from District Store Depot Vyasar Nagar CH-39/DTTC,East Tambaram/RTTC Maraimalai Nagar and any other BSNL Chennai Telephones storage location/ Godowns.	200 Nos of Battery sets		

This tender is being conducted through e-procurement Portal <https://www.tenderwizard.com/>BSNL. Last date of receipt of tender by online is **15.03.2021 upto 13.59 Hrs.** For further information, kindly visit Chennai website "www.chennai.bsnl.co.in" following "Link for E-tenders by Chennai Telephones" .

DGM B&CCS-CM
Chennai Telephones

Tel. No. 044-2462 0125
Fax no. 044-2462 0155.

Section- 2

Tender Information

1. Type of tender: - Single Stage bidding- Two stage opening using two electronic Envelopes.

Note:

The Eligibility cum technical Bid will be opened in the presence of the representatives of the bidders at **14.30 hrs on 15-03-2021.**

2. Bid Validity Period:-180 days from the tender opening date. **A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**

3. In two envelopes system, the first envelope will be named as techno commercial and will contain documents of bidders satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote.

These envelopes shall contain one set of the following documents

--Techno-Commercial envelope shall contain: As per clause 7 Section 4 Part A.

--Financial Envelope shall contain : Electronic Form-Financial along with Price schedule (Section 12) with all relevant bid annexure duly filled and signed.

The following documents as mentioned in Sec.4 Part A, clause 7 are required to be submitted in both offline& online. Offline submissions to **DE TENDER O/o DGM B&CCS-CM, III Floor, R K Nagar Telephone Exchange, 238, R K Mutt Road, Mandaveli Chennai-600 028**, on or before the date & time of submission of bids, in a sealed 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).
- EMD – Bid Security declaration-Original Copy
- DD/Banker's cheque of Tender Fee
- Power of Attorney in accordance with clause 14 of Section 4 Part A and authorization for executing the Power of Attorney.
- Bid document with Signature of the Bidder.
- Experience certificate
- Annual Turn Over of the firm should be Rs. 20 Lakhs per year during the last TWO Financial Years
- Other documents as mentioned in mentioned in Sec.4 Part A, clause 7 and any in this tender document.

Note:

At the time of opening the bids, initially offline submitted envelopes (as mentioned at Sec 4-A, Clause 7) of all bidders will be opened. The Electronic envelope consisting of Commercial, Technical bid of only those bidders will be opened who would have submitted required documents as offline submissions as per clause 7 of Section 4A in a sealed envelope bearing tender number, name of item and the phrase " Do not open before (due date and time of opening of tender)".

4. Payment terms:

As per Clause 6 of Sec 5 Part A.

5. Delivery Schedule

As per Clause 7 of Sec5 Part A.

6. 8.Consignee Details

Consignee for receipt of materials will be given in purchase order.

(End of Section-2)

SECTION- 3 Part A

SCOPE OF WORK:

“De-installation of old Battery sets and Installation, Commissioning and AT of New Battery sets including handling and transportation of old Battery sets to stores from BTS sites and Transportation of the New Battery sets to BTS Sites from District Stores Depot, Vyasar Nagar, Chennai-39/ DTTC at East Tambaram / RTTC at Maraimalai Nagar/ Any other BSNL Chennai Telephones Storage locations/Godowns” for the year 2020-21 through E-procurement.

A. SCHEDULE OF REQUIREMENTS

SI No	Description of Work	Unit	Qty
1	De-Installation of any capacity of old Battery sets in BTS sites in Chennai Telephones including Chengalpattu SSA and transportation of the dismantled Batteries from the respective sites to District Store Depot Vyasar Nagar CH-39/DTTC, East Tambaram/RTTC Maraimalai Nagar and any other BSNL Chennai Telephones storage locations / Godowns.	BATTERY SETS of any capacity.	400sets
2	Installation/Commissioning and AT of New Battery sets including transportation of this new Battery sets from District Store Depot Vyasar Nagar CH-39/DTTC East Tambaram/ RTTC Maraimalai Nagar and Any other BSNL Chennai Telephones storage location/ Godowns.	400 AH Battery sets	200sets

Note:

- a. *The work description is only indicative and all the delivery of goods and / or services should meet the technical specifications of the tender document.*
- b. *The quantities given may change as per the requirements of the purchaser as already mentioned in the relevant tender conditions.*

SECTION- 3 Part B

B. TECHNICAL SPECIFICATIONS

DEINSTALLATION OF OLD BATTERY SETS / INSTALLATION./COMMISSIONING AND AT OF NEW BATTERY SETS.

1. The Battery sets along with all the associated accessories should be installed as per the installation procedure of the respective manufacturer and instructions of BSNL.
2. Layout diagram shall be prepared for installation of the Battery sets by the contractor and got approved from the DE in charge.
3. Battery sets have to be handled with extreme care and should be positioned appropriately.
4. Interconnections with Battery Sets should be properly done using proper lugs. Appropriate crimping tools should be employed to ensure proper contacts. Insulation tapes should be wound at the lugged places so that all the exposed places other than what is essential to make proper contact are fully and securely insulated.
5. The body of the Battery sets shall be earthed properly.
6. The area should be made clean and dry.
7. There should not be any damage to the Battery sets.
8. All interlinking nuts and bolts, lugs should be firmly tightened.
9. The details of installation of Battery sets Capacity, Date of commissioning, etc. should be labeled as per the direction of the BSNL Engineer-in-charge. Polarity sign writings should be made.
10. The contractor has to offer the Battery sets for Acceptance Testing by the A/T unit as per the prescribed A/T schedule of BSNL's T & D circle/ any other designated BSNL Unit. The contractor is fully responsible for the successful completion of A/T and issuance of A/T clearance certificate.
11. The interconnecting battery links of the dismantled batteries should be handed over to the SDE in charge.
12. The dismantled Battery sets should be marked for their identity such as Site ID etc. before handing over to the store locations.
13. The dismantled Battery sets should be handed over to the store locations as in work order and got acknowledged from SDE in charge.

Guidelines for Effective Implementation and Coordination

1. It is suggested that before taking up the work at a site the contractor carries out a joint visit to the site along with the concerned AGM/ DE-in-charge / Engineer-in-charge to understand the site conditions and requirements.
2. The contractor has to maintain all material details site-wise.
3. The contractor should send progress reports of the works being carried out by him in any desired proforma and with periodicity as per the requirements of the purchaser.
4. After the completion of work, the contractor shall make sincere efforts to make over the equipments to the purchaser as per the tender conditions at the earliest.

(End of Section - 3)

SECTION – 4 Part A

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. DEFINITIONS

- "The Purchaser" means the BSNL Chennai Telephones acting on behalf of the BSNL.
- "The Bidder" means the individual or firm who participates in this Tender and submits its bid.
- "The Contractor/Supplier" means the individual or firm installing the goods under the contract.
- BTS means Base Transceiver Station comprising all the GSM transmission equipment, Tower, Antenna, RF Cable, Battery sets, Power Plant, DG Set and/or other materials which are installed in the GSM BTS Site.
- "The Work Order" means the order placed by the Purchaser on the Contractor by reference therein. The Work order shall be deemed as "Contract" appearing in the document, signed by the Purchaser including all attachments and appendices thereto and all documents incorporated.
- "The Contract Price" means the price payable to the successful tenderer(s) under the Work Order for the full and proper performance of its contractual obligations.
- "Services" means "De-installation old Battery sets and Installation, Commissioning and AT of New Battery sets including handling and transportation of old Battery sets to stores and the New Battery sets to BTS Sites from District Stores Depot, Vyasar Nagar, Chennai-39/ DTTC, East Tambaram/ RTTC, Maraimalai Nagar/ any other BSNL Chennai Telephones Storage locations/Godowns" and AT., for the year 2020-21 through E-procurement.
- "Site" means the room in any BSNL Exchange or any room of private building where the BSNL GSM equipment are installed or any shelter in which the GSM equipment are kept for the purpose of carrying out the contract.
- "Engineer-in-charge / Site Engineer" means the SDE / JTO level officer nominated by the purchaser to supervise the work at site(s).
- "AGM-in-charge" means the Divisional Engineer/ AGM level officer nominated by the purchaser for supervising the works.

2 ELIGIBLE BIDDERS

Refer to Clause 4 Section 1 i.e. Detailed NIT

3 . COST OF BIDDING

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 those costs, regardless of the conduct or outcome of the bidding process.

4. THE BID DOCUMENTS

BID DOCUMENTS

The services required to be rendered; 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.

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. CLARIFICATION OF BID DOCUMENTS

5.1 A prospective bidder, requiring any clarification of the Bid Documents shall submit his queries through e-Tender Portal and also notify the purchaser in writing or by FAX to the Purchaser's mailing address 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 14days 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 as clarification to the concerned tenderer on ETS portal, as agenda, for all the prospective bidders who have downloaded the official copy of the tender documents from ETS portal.

5.2 Any clarification issued by BSNL in response to query raised by prospective bidder shall form an integral part of the bid documents and it would amount to an amendment of relevant clauses of the bid document.

The format in which the clarifications are to be sent via E-mail and FAX is

Sl No	Section	Clause	Brief Description of the Clause	Ref. Page No in Bid	Comments of the Bidder

6. AMENDMENT OF BID DOCUMENTS:

At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments. Amendments if any to the tender document will be notified in the above website then and there. It is the responsibility of the vendors who download the tender document to note these amendments and submit tenders accordingly.

The amendments shall be notified in writing through E-tender portal to all prospective bidders to the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

In order to afford prospective bidders a reasonable time (min 7 days) 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.

Bidders to note that scanned copy of all the relevant documents as listed below are required to be uploaded on the ETS Portal and original documents attested/authorized are to be submitted in Hard copy to DGM B&CCS-CM, VI FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING, 238, RK Mutt ROAD, Mandaveli, CHENNAI-600 028, offline in a sealed cover.

7. DOCUMENTS COMPRISING THE BID

The bid document in hard copy comprising the Technical bid and Financial bid document should be submitted without fail in addition to uploading the soft copy in tenderwizard/BSNL portal.

7.1 TECHNICAL BID:

The Technical bid prepared by the bidder shall comprise the following components:

- The bid documents supplied by BSNL in original duly filled in and signed and the office seal affixed on each page and also at corrections/ over writing by the Bidder.
- Documentary evidence in accordance with Clause 2 and 10 establishing that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.

- EMD/Bid security Declaration to be furnished in accordance with Clause 12. In case of bidder(s) claiming exemption of EMD, they should submit valid certificates for claiming exemption issued by the competent authority in support of its claim.
- A Clause-by-Clause compliance to be submitted separately in company's letter head.
- Particulars of comparable Installation work executed by the Bidder as Contractor with BSNL/MTNL or with any other Telecom Service Provider/ Vendor in India.
- Documentation proof for having completed similar work as per clause 4 of Section 1.
- A self declaration from the bidder that he or the firm has not been terminated nullified or blacklisted on any of the earlier tenders of BSNL/MTNL.
- A self declaration along with evidence from the bidder that he or the firm has not been blacklisted by GST authorities.
- A certificate to the effect that none of the bidder's relatives are employed in BSNL as per pro-forma given in clause 32.
- A declaration that the conditions of the EPF Act 1952 have been complied with.

7.2 FINANCIAL BID:

The Financial bid prepared by the bidder shall comprise the following components:

The bidder should quote for all items mentioned in the price schedule of the Financial Bid, otherwise the bid shall be rejected.

NO OTHER ENCLOSURES ARE ALLOWED WITH THE FINANCIAL BID.

8.BID FORM

The bidder shall complete the Bid form (Section 9 Part A) and appropriate Price Schedule in the Bid document and the goods/services to be supplied, a brief description of the goods/services as per Section 9 Part A. Bid forms submitted in any other formats are not acceptable.

9.BID PRICES

The tenderer shall quote the rate for each item of work separately.

The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

The unit prices quoted by the bidder shall be with sufficient detail to enable the Purchaser to arrive at prices offered.

"DISCOUNT, if any offered by the bidders shall not be considered unless they are 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 execution of work/ part of work etc into account".

The price approved by the Purchaser for the services will be inclusive of levies and taxes as mentioned in Clause 9.1 above subject to other terms and conditions as stipulated in clause 8 of Section 5.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The bidder shall furnish the following:

Documentary evidence for financial and technical capability necessary to perform contract.

The attested copies of documents should be submitted as per the qualification mentioned in the Clause 2.

Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature.

The Purchaser reserves the right to call for originals of the above documents at any time during the validity of the tender.

11. DOCUMENTS ESTABLISHING GOODS/SERVICES CONFORMITY TO BID DOCUMENTS

Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the bid documents of all goods and services, which he proposes under the contract.

The bidder shall submit a clause-by-clause compliance on the Purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specification and Commercial conditions. A bid without clause-by-clause compliance of the Scope of Work, Technical specification (Section – 3 Part A & B), shall not be considered.

12. EMD / BID SECURITY

12.1) The bidder shall furnish as part of his bid, bid security declaration as per proforma in Annexure-A without fail.

The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security declaration pursuant to Para 12.8

12.2) The MSME 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. MSME unit is required to submit its monthly delivery schedule.
- c) If a vender registered with body specified by Ministry of Micro, Small and 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 In such case of debarring or termination of contract, BSNL reserves the right to award APO/AWO to L-2 at L-1 rates

12.4 A Bid Security submitted in the form of Bank Guarantee from a scheduled bank will be considered to next stage, if valid only on successful confirmation from the scheduled Bank failing of which will be rejected summarily.

12.5 A bid not secured in accordance with Para 12.1 & 12.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

12.6 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser in clause 13.

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

12.8 The bid security may be forfeited:

- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
- (b) In the case of successful bidder, if the bidder fails :
 - to sign the contract in accordance with clause 28 or
 - To furnish performance security in accordance with clause 27.
- (c) In both the above cases, i.e. 12.8 (a) & (b), the bidder as well as his collaborator shall not be eligible to participate in any of the future tender of BSNL, either directly or as a third party, for **next three years** from the date of issue of Advance Work Order. The decision of BSNL in this regard shall be final and binding on the bidder and is not challengeable.

12.9 The Bid Security /EMD will not bear any interest for any period whatsoever.

13. PERIOD OF VALIDITY OF BIDS

Bid shall remain valid for ONE HUNDRED AND EIGHTY DAYS from the date of opening of the tender. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PURCHASER AS NON-RESPONSIVE.

In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting the extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID

The bidder shall submit his bid, online, 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 using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

The bid shall contain no inter lineation's, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrected documents or revisions shall be authenticated by the person signing the bid using digital signature. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

15. **POWER OF ATTORNEY** : 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 states(s) concerned.

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.

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.

Attestation of the specimen signatures of such authorized signatory of the bid 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.

One original set of Prime eligibility conditions with Technical bid and financial bid in separate covers may also be sent to DE TENDER O/o DGM B&CCS-CM, 3rd FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING, 238, R K Mutt ROAD, Mandaveli, CHENNAI-600028 before due date and time of opening Tender.

The bid should be submitted as per section-2 clause 3 of tender information.

15.1 The bid should be submitted offline using Single stage bidding & Two Envelope methodology.

--The first envelope will be named Techno-Commercial bid. This envelope will contain documents of bidder's satisfying the eligibility/ Technical & commercial conditions as per clause 2, 7 & 10 with bid security as per clause 12.

--The second envelope will be named as Financial bid containing price schedules as per section 9 part B (I & II).

15.2

- The cover of first envelope shall contain the "Original & copy" of techno-commercial bid duly marked as "TECHNO-COMMERCIAL BID".
- The cover of second envelope shall contain the "Original & copy" of the financial bid, duly marked as "FINANCIAL BID".
- Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

15.3 All the envelopes shall be addressed to the purchaser at the following address

**DE TENDER O/o DGM B&CCS-CM,
3rd FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING,
238, RK Mutt ROAD, Mandaveli, CHENNAI-600 028.**

All the envelopes shall bear name of the tender, the tender number and the words '**DON'T OPEN BEFORE**' (**Due date and time**) and also mentioning item(s) for which the bid is submitted.

The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared as received 'late'

Tender may be sent by registered post or delivered in person on above-mentioned address (address is given in clause 15.3 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

Bids delivered in person on the day of tender opening shall be delivered up to 14.00 hrs on 15-03-2021 to DE TENDER, 3rd FLOOR, RK NAGAR TELEPHONE EXCHANGE BUILDING, 238, RK MUTT ROAD, MANDAVELI CHENNAI-600 028. The purchaser shall not be responsible if the bids are delivered elsewhere.

Venue of tender opening:-Tender will be opened in the **O/o DGM B&CCS-CM, 6th FLOOR, RK NAGAR Telephone Exchange Building, 238, R K Mutt Road, RK nagar, Mandaveli, Chennai-28 at 14.30 hours on the due date**. If due to administrative reason the venue of the bid opening is changed, it will be displayed prominently on notice board.

If both the envelopes are not sealed and marked as required by para 15.1, 15.2 & 15.3 the bid shall be rejected

16 . SUBMISSION OF BIDS

Bids must be submitted online by the bidders on or before the specified date and time indicated in clause 6 of section-1 i.e DNIT.

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.

The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the systems / equipment / packages 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. LATE BIDS

No bid shall be accepted online by E-tender Portal after the specified deadline for submission of bids prescribed by the purchaser.

18. MODIFICATION AND WITHDRAWAL OF BIDS

The bidder may modify, revise or withdraw his bid prior to deadline prescribed for submission of bid.

The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 14.

Subject to clause 20, no bid shall be allowed for modification subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY PURCHASER

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

A maximum of two representatives of any bidder shall be authorized and only one representative will be permitted to attend the bid opening.

Names of envelopes to be opened & information to be read out by Bid opening Committee.

19.2 In single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of Techno-commercial bids in this case & sealed financial bids will be handed over to DE TENDER, CHTD for retention. Thereafter the CET will evaluate Techno-commercial bids and the report of CET will be approved by competent authority.

19.3 Financial bid of those bidders who are approved to be techno-commercially compliant by the competent authority will be opened by TOC in front of techno-commercially eligible bidders / representatives by sending them a suitable notice.

- The following information should be read out at the time of Techno-Commercial bid opening:-
 - Name of the bidder, Name of the item
 - EMD amount & validity and acceptability
 - Information in respect of eligibility of the bidder
 - Details of bid modification / withdrawal, if applicable
- The following information should be read out at the time of Financial bid opening
 - Name of the bidder, Name of the item
 - Quantities/ prices quoted in the bid
 - Discount, if offered
 - Taxes & levies

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

Note: At the time of opening the bids, initially offline submitted envelopes (as mentioned at Section-IV Clause 3.4) of all bidders will be opened. The Electronic envelope consisting of Commercial, Technical bid of only those bidders will be opened who would have submitted required documents as offline submissions as per clause 3.4 of Section-IV in a sealed envelope bearing tender number, name of item and the phrase "Do not open before (due date and time of opening of tender)".

20. CLARIFICATION OF BIDS by Purchaser

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.

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. PRELIMINARY EVALUATION

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.

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 in column (g) of Price Schedule does not tally with its break up quoted in col (e) & (f), the same shall be corrected by summing up the break ups. If there is any discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price in column (e) shall prevail and the total price shall be corrected by the Purchaser.

If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

Prior to the detailed evaluation, pursuant to Clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Documents. For purposes of these Clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid, determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the Bidder by correction of the non-conformity.

The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

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

Part bidding is not allowed. If the bidder fails to quote for any of the work, the bid will be rejected

The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered inclusive of Duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc.

The evaluation of L1 bidder will be based on the total cost (Sum of Per unit cost for De-Installation of an existing Battery Set and Per unit cost for Installation, Commissioning and AT of a new Battery set)

"Duties & Taxes for which the firm has to furnish Cenvatable Challans /Invoices will be indicated separately in the PO/APO.

22.1 Vendors should furnish the correct E.D./Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.

In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.

The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D./Customs authority where the 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 E.D./Customs Tariff notifications.

“If the supplier fails to furnish necessary supporting documents i.e. Excise/Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the firm.”

22.2

1. Suppliers 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 laws is found to be not admissible at any stage, subsequently owing to wrong furnishing of Tariff head, then the supplier will be liable to refund such non-admissible amount, if already paid along with penalty and interest if charged by concerned authority.
2. BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification /Customs Tariff head from CGST/SGST/IGST officer where the HSN/SAC classification 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.
3. If the supplier 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 supplier
4. If the supplier does not disclose the correct details on the invoice or on the GSTN 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 supplier.
5. BSNL can adjust/forfeit bank guarantee obtained from the supplier against loss of input tax credit to BSNL on account of supplier's default.
6. The vendor should mention/submit the correct Vendor category code as Micro/Small/medium entrepreneur as registered.

23. CONTACTING THE PURCHASER

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.

Any effort by a bidder to modify his 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. PLACEMENT OF ORDER

The Purchaser shall consider placement of orders for Installation /De-installation of the Battery sets including transportation from/to BSNL Store Depot/ Godowns only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and who are willing to accept the L-1 rates as finally approved by the Purchaser for placement of Work Orders after counter offers. The purchaser reserves right to make counter offers against the prices quoted by any bidder. The discretion of the purchaser in this regard is final.

It may not be practicable to distribute the orders to all the bidders who meet the technical considerations and commercial conditions, as in some cases the quantity ordered on each successful

tenderer will be too small to be viable, both for the bidder and BSNL. The distribution of orders therefore should normally be restricted to the limited number of bidders. In this tender the no. of bidders proposed to be selected is **THREE**.

The quantity to L-1 and remaining bidders who accepts for the L-1 rates will generally be in accordance with DOT Memo No.3-6/93- MMT (Vol.IV) and is given below, in respect of large orders. The discretion of the Purchaser in this regard shall be final and binding.

Table 1(A) (Without Provisions for MSE Units)

No. of Bidders	Distribution Quantity
3	L- 1 : 50% & L- 2 : 30% L-3 : 20%

Table 1(B) (With provisions for MSE units)

No of Bidders to be approved(Col 1)	Allotted Qty to the respective bidders(Col 2)			Qty earmarked for MSE bidder(s) (Col 3)
	L1	L2	L3	
One Bidder	75%	NIL	NIL	25%
Two Bidders	45%	30%	NIL	25%
Three Bidders	37.5%	22.5%	15%	25%

- In case if only one bidder out of all, qualifies all the eligibility conditions and becomes successful, the Purchaser reserves the right to award 100% of the work to the successful bidder.
- The rates of L-1 approved by the Purchaser shall be the rates at which Work Orders shall be placed by the Purchaser on the other bidder, as per the quantities mentioned above.
- The contract awarded will be valid for a period of one year from the date of signing the agreement. The Purchaser has the absolute right to extend the contract with the mutual consent of bidder for a further period of one year in terms of three months by giving due notice to the bidder.
- 25% earmarked for MSE bidder includes sub target of
 - i) Minimum 3% reservation for Women owned MSE bidder and
 - ii) 5% procurement from the MSE's owned by SC/ST entrepreneurs.
 Document in support of sub target need to be submitted for availing the same.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

The Purchaser reserves the right at the time of award of contract to Increase or decrease by up to **50%** of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions.

In the exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the Purchaser reserves right to place repeat orders up to **100%** of the quantities of 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.

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 a liability to the affected bidder or bidders on the grounds for the Purchaser's action.

The Purchaser reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the Purchaser.

The BSNL shall have the right to e-reverse the price bid after opening of the financial bid in case the rate quoted by the lowest bidder found to be abnormally very low / high.

E-reverse auction/ Limited tender option available with the portal, if required will be conducted after the opening of the financial bids in case of more than one techno-commercially qualified bidders. However, in case of only one techno-commercially qualified bidder, **the Tender inviting authority reserves the right to go for manual negotiation, if the rates quoted by the bidder is on the higher side (OR) otherwise as recommended by the TEC.**

This E-reverse auction/ Limited tender option facility can be applied for the Price bid in case the rate quoted by the lowest bidder found to be abnormally very low / high.

27. ISSUE OF ADVANCE WORK ORDER

The issue of Advance work order shall constitute the intention of the tenderer to enter into the contract with the bidder.

The bidder shall within 14 days of issue of the Advance Work Order, give his unconditional acceptance along with **performance security of 3%** of the total bid value in conformity with Section XI provided with the bid documents. If the bidder fails to submit the unconditional acceptance and the performance security deposit within the said period as specified in the AWO, the AWO shall be automatically treated as cancelled.

28. SIGNING OF CONTRACT

The issue of Work Order shall constitute the award of contract on the bidder.

Upon the successful bidder furnishing performance security in pursuant to Clause 27, the tenderer shall discharge the bid security pursuant to clause 12.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 27.2 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.

30. 30. QUALITY / SAFETY ASSURANCE

The contractor shall adhere all the safety norms advised by Government of India, Local bodies ensuring due safety tools & kits to their workmen strictly

31. REJECTION OF BIDS

While all the conditions specified in the Bid documents are critical and are to be complied with, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of which shall result in outright rejection of the bid.

Clauses 12.1, 12.2 & 13.1 of Section 4 Part A : The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

Clause 2,7 & 10 of Section 4 Part A: If the eligibility conditions as per clause 2 of Section 4 Part A are not met and / or documents prescribed to establish the eligibility as per Clauses 7 & 10 of section 4 Part A are not provided, the bids will be rejected without further evaluation.

Clause 11.2 (c) of Section 4 Part A. If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.

While giving compliance to, Section -5 Part A, General Commercial conditions, Section-4 Part B, Special instructions to Bidders, Section-5Part B 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.

Section -9 Price Schedule: If Prices are not filled in as prescribed in price schedule.

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".

Before outright rejection of the Bid by Bid-opening team for noncompliance of any of the provisions mentioned in clause 31.1 (a), 31.1(b) of Section 4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the bidder company is not satisfied with the decision of the Bid opening team, he / they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

Bid opening team 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.

The in-charge of Bid opening team 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.

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 desirous participants 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 install/commission the equipment in time
 - b. Installed Equipment does not perform satisfactorily in the field in accordance with the specification.
- 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

The bidder should give a certificate that none of his/her near relative is working in the units as defined below 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. In case of Limited Company, certificate will be given 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.

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

The near relatives for this purpose are defined as:-

Members of a Hindu undivided family.

They are husband and wife.

The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law). The format of the certificate is given in Section 6(B)

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-1 of appendix-1 of this section.

Note: for Tender opening Committee:-At the time of tender opening the TOC will check / verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents/ papers/ certificates. The documents / papers to be submitted in respective bid part have been explicitly stated in clause-7 of section-4 part A. This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserved it along with the bids received on line in case of e- tendering. **These papers will be treated as authentic one, in case of any dispute.**

34. Security clause as per latest guidelines and requirement.

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time- to-time shall be strictly followed.

(End of Section-4 Part A)

SECTION – 4 Part B**SPECIAL INSTRUCTIONS TO BIDDERS**

The special instructions to bidders shall supplement the “Instructions to the 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 conditions:-

- The eligible bidder(s) should be a registered Indian company.
- The bidder should have experience in the installation and commissioning of Power Plants/Battery sets and allied infrastructure at GSM sites either for BSNL/MTNL or any other Telecom Service Provider/ Vendor.
- The bidder should have sound financial background and workforce. Proof of Turnover of 2 previous years shall be attached.
- The company should possess valid service tax registration and should have valid PAN No.
- The bidder should not have been black-listed by central/ state governments/ PSUs, A self declaration may be submitted along with the bid document.
- The bidder shall submit necessary documentary proof (self attested) showing that they meet the eligibility criteria along with the bid document.
- A self declaration along with evidence from the bidder that he or the firm has not been blacklisted by GST authorities

2. Bid security/EMD

The bidder shall furnish as part of his bid, bid security declaration as per proforma in Annexure-A without fail in accordance with Clause 12 Section-4 Part-A.

3. DISTRIBUTION OF QUANTITY.

The Purchaser intends to limit the number of technically and commercially responsive **Three** bidders as given in table 1(A) from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. Below table shows the distribution of quantities of each tendered item restricted number of eligible bidders.

No. of Bidders	Distribution Quantity
3	L- 1 : 50% , L- 2 : 30% , L-3 : 20%

Table 1(A) (Without Provisions for MSE Units)

Table 1(B) (With provisions for MSE units)

No of Bidders to be approved(Col 1)	Allotted Qty to the respective bidders(Col 2)			Qty earmarked for MSE bidder(s) (Col 3)
	L1	L2	L3	
One Bidder	75%	NIL	NIL	25%
Two Bidders	45 %	30%	NIL	25%
Three Bidders	37.5%	22.5%	15%	25%

(End of Section-4 Part B)

Section -4 Part C
E-tendering instructions to Bidders

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Sec 4 Part A of the tender Documents.

Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner.

For conducting electronic tendering, CHTD has decided to use the portal

(<https://www.tenderwizard.com/BSNL>) through ITI Ltd, a Government of India Undertaking.

Benefits to Suppliers are outlined on the Home-page of the portal.

1. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes'.

In case of two envelope system financial and techno-commercial bids shall be submitted by the bidder at the same time.

2. 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
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of Technical-Part
9. Post-TOE Clarification 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)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to 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 III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration and Training

To use the Electronic Tender® portal (<https://www.tenderwizard.com/BSNL>). vendors need 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.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document. Intending bidders are requested to register themselves with M/s ITI through

<https://www.tenderwizard.com/BSNL> for obtaining User ID, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Vendor Registration Fee, and processing fee(as applicable) please contact ITI Helpdesk (as given below), to get your registration accepted/activated.

ITS's Helpdesk

Telephone/ Mobile - 9894191904/ 9941947400 [between 9:30 hrs to 18:00 hrs on working days]

E-mail ID - bsnlthelpdesk@gmail.com, thelpdesk679@gmail.com, thelpdesk438@gmail.com

BSNL Contact

BSNL's Contact Person-1, *DE TENDER*

Telephone no. 044-24740122 [between 10:00 hrs to 17:30 hrs on working days]

5. Some Bidding related Information for this Tender (Sealed Bid)

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

Submission of Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents / Addendum

Two Electronic Envelopes containing

1. Techno-commercial-Part-containing all the relevant documents

2. Financial-Part

6. Offline Submissions :

The bidder is requested to submit the following documents through offline method (i.e. Technical bids and Financial bids in separate covers) so as to reach

The DE TENDER, O/o DGM B&CCS-CM,
III FLOOR, RK NAGAR TELEPHONE EXCHANGE,
238, RK Mutt ROAD, CHENNAI-600 028.

on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear the tender number and the words 'DO NOT OPEN BEFORE' (due date & time). Ensure that the Technical bids consists of

1. Bid Security Declaration (In Original).

2. DD/ Bankers cheque of Rs. 1180/-- drawn in favour of ACCOUNTS OFFICER (C&A) HQ, BSNL, CHENNAI TELEPHONES, payable at Chennai against payment of tender fee.

3. Power of attorney in accordance with clause 14.4, Section-4 part A

4.. Valid MSME certificate if applicable

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission.

7. Special Note on Security of Bids

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

As part of the Electronic Encrypted functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Password created by the server itself. The Pass-word is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tender in 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.

8. 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) duly 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 (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium 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. 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.

Important 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 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).

9. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>).

Important 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 (At least one day before the deadline) (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.

10. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP–Service pack-III / higher)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

12. Vendors Training Program

Vendors may contact the ITI Helpdesk personnel given below for any type of training/help, which They may require while uploading the bids.

ITI Helpdesk Personnel

9894191904/ 9941947400 / 080-40482000 / 044-49424365

(END OF SECTION 4 PART-C)

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 and services.

2. STANDARDS

The goods supplied and services rendered under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section 3 part B

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY

All suppliers (including MSEs who are registered with the designated MSME , bodies like National Small Scale Industries Corporation etc.) shall furnish performance security valid for a period of 2 years to the purchaser for an amount equal to 3% of the value of advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

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.

The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in 'Section -7B of this Bid Document.

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 validity.

5. INSPECTION AND TESTS

5.1 In case the successful bidder(s) cannot satisfactorily execute the works awarded to him under the contract and also cannot rectify the defects raised by the Site-in-Charge/ Engineer's of BSNL within a period of one month from the date of communication of the problem(s), the performance security stands forfeited and no further order will be placed on the bidder.

6. PAYMENT TERMS:

The Payment shall be made in Indian Rupees Only. The mode of payment is as follows:

All the payment will be made through ECS/Real Time Gross Settlement (RTGS). The purchaser has to submit necessary vendor master form.

The Contractor may submit Division wise Fortnightly consolidated bills for one or more sites separately for installation & Deinstallation works., after completion of works as mentioned in the Work Order and after installation and after clearly demonstrating all the functional tests of the equipment.

All the details of the supplier (name, address, GSTIN/unregistered supplier, place of supply, SAC/HSN code etc) and other mandatory details shall be mentioned on the invoice.

i) De-installation Work: 100% payment shall be made on completion of de-installation of Battery sets and transportation to stores. The following documents shall be submitted for claiming the payment:

a) Bill in triplicate with details of the site name, services executed under the Work Order number and date.

b) Copy of the work order against which the bill(s) is/are raised.

c) Work Completion Certificate from the Site- in-Charge/ Engineer of BSNL to the effect that the work has been carried out satisfactorily as detailed in Annexure B.

ii) **Installation Work:** 75% of the payment shall be made on successful completion of installation of new Battery sets and completed goods / services are made over to BSNL and remaining 25% will be released after commissioning of the equipment after AT or 6 months after completion of successful commissioning of specified work whichever is earlier.

Contractor(s) on successful completion of services executed against the Work orders (for the scope of work2) issued to them, the following documents shall be submitted for claiming their 75% payment:

- Bill in triplicate with details of the site name, services executed under the work order number and date along with statutory levies should be submitted.
- Copy of the work order against which bill(s) is / are raised.
- Work completion Certificate from the site-in-charge / Engineer of BSNL to the effect that the work carried out satisfactorily.
- If any shortfalls / damages / shortages are intimated to the contractor / supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provisions of the PO/ WO.

Balance 25% payment shall be released after the commissioning of the equipment after AT or six months from the date of successful completion of the specified work(s) whichever is earlier. If any shortfalls / damages / shortages are intimated to the contractor / supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provisions of the PO/ WO. The following documents shall be submitted for claiming the balance payment of 25%

- a) Completion certificate from Engineer in-charge.
- b) A/T certificate from the A/T authorities of BSNL for the goods/ services executed in the bill.
- c) Making over certificate duly signed by the Contractor and the taking over authority of BSNL.

7. SCHEDULED DATE OF DELIVERY / DELAYS IN THE TENDERER'S PERFORMANCE

Delivery of the services and performance of services shall be made by the contractor in accordance with the time schedule specified by the Purchaser in its tender conditions. In case the work is not completed within the stipulated delivery period, the Purchaser reserves the right either to short close/cancel the Work Order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the contractor and Purchaser reserves the right to get the balance unsupplied item/ incomplete portion of the work , at the risk and cost of the defaulting vendors.

Delivery of the services and performance of services shall be made by the supplier in accordance with the following time schedule:

TIME SCHEDULE

Sl. No	Work Item	Time limit to Start the work	Duration for Completion
1	De-Installation of any capacity of old Battery sets in BTS sites in Chennai Telephones including Chengalpattu SSA and transportation of the dismantled Batteries from the respective sites to District Store Depot Vyasar Nagar CH-39/DTTC,East Tambaram/RTTC Maraimalai Nagar and any other BSNL Chennai Telephones storage locations / Godowns.	Within one week from the Date of Issue of Work Order	15 days from the Date of Issue of Work Order

2	Installation/ Commissioning and AT of New Battery sets including transportation of this new Battery sets from District Store Depot Vyasar Nagar CH-39/DTTC, East Tambaram/RTTC Maraimalai Nagar and any other BSNL Chennai Telephones storage location/ Godowns.	Within one week from the Date of Issue of Work Order	15 days from the Date of Issue of Work Order
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The Contractor should ensure that the Battery sets are properly handled till they are installed at the GSM Site. Duration for completion of work for a work item of unit quantity or of any quantity more than one for a site will remain the same as allowed for unit quantity.

Similarly, the duration for completion of work in full for different work items as mentioned in a Work Order for a site will not be the sum of duration of different work items. It will be equal to the maximum duration of a work item which is included in the Work Order. For example, if a Work Order is issued for installation of Battery sets, the allowed duration for completion of all works at this site will be 15 days from the date of issue of Work Order.

Therefore, the contractor is supposed to put sufficient teams on a site for carrying out different works in parallel in view of the above clauses.

Delay by the contractor in the performance of its installation obligations shall render the contractor liable to any or all of the following sanctions:
forfeiture of its performance security

--imposition of liquidated damages

-- termination of the contract for default

8. PRICES

The 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-8.7 mentioned below

The basic unit price and all other components of the price need to be individually indicated against the items it proposes under the contract as per the price schedule given in Section 12. The offer shall be firm in Indian rupees.

The bidder shall quote as per price schedule given in Section 12 for all the items given in the schedule of requirement.

The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable quotation will be treated as non-responsive and rejected.

The prices quoted by the bidder shall be in sufficient details to enable the purchaser to arrive at the price offered.

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 service etc. into account.

For changes in taxes / duties during the scheduled delivery period, the unit price shall be regulated as under.

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

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.

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.

Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

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 may be).
- 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.
- 6) BSNL has the right to recover Input tax credit loss suffered by it due to any mis-declaration on invoice by the supplier.
- 7) It would be responsibility of the supplier to declare correct information on invoice and GSTN viz the amount, place of supply rate of tax etc. In case the eligibility of input tax is questioned or denied to BSNL on account of default by supplier, the same would be recovered by BSNL from supplier

9. SUBCONTRACTS

Sub-contracting under this tender is "not permissible".

10. Work order and CHANGES IN WORK ORDER

The work order will be issued by the DE/ AGM in-charge for all the components or partial components as per the price schedule for one or more sites. The payment will be made for the works carried out by the bidder.

The Purchaser may, at any time, by a written order given to the Contractor, make change within the general scope of the contract.

There will not be any increase or decrease in price or the time required for the execution because of the above changes.

In no case the installation/de-installation of Battery sets shall commence with objections/ under protest by the contractor in respect of any terms and conditions of the contract.

11. DELAYS IN THE SUPPLIERS'S PERFORMANCE(Whichever applicable)

Delivery of the Goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its 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 and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the default vendors.

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

Forfeiture of its Performance security,

Imposition of liquidated damages, and / or

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

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

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'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 provision given below;

The vendor has to submit their request for extension along with the undertaking as per clause 28 Section-5A (Fall clause). The vendor shall also submit unconditional acceptance of the conditions for delivery / service period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 28 of Section -5A and submission of additional BG, whichever 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

In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance services to be rendered for which extension in delivery/service 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 service has been rendered to the work order issuing authority within the last extended delivery period.

If the vendor fails to deliver the full ordered services 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.

12. LIQUIDATED DAMAGES

The date of delivery of the services stipulated in the acceptance of tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein.

Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract period, without prior concurrence of the Purchaser, and be accepted by the documents, such deliveries will not deprive the Purchaser of his right to recover liquidated damages under clause 12. 2 below.

The contractor must ensure that the work commences at sites on receipt of work order within the time period mentioned under clause 7.2 of Section- 5. In case the contractor does not start work even after one week from the expiry of the period given in the table as per clause 7.2 of Section-5, Purchaser shall be free to re-allot the work to any other contractor or any outside agency and charge the expenditure incurred in completion of the said work on to the original contractor along with 5% penalty attracted due the original delay.

(i) Should the contractor fail to complete the services or any consignment in all respects within the period prescribed for delivery under clause 7, 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 Installation for each week of delay or part thereof for a period up to 10 weeks and thereafter at the rate of 0.7% of the value for the delayed Installation for each week of delay for a period of another 10 weeks of delay subject to a maximum of 12%.

(ii) DP extension 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 CGM, Chennai Telephones, Chennai stating reasons and justifications for grant of extension of delivery period beyond 20 weeks. Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier 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.

13. Issue of WO

Normally, the work order will be issued by the Purchaser only after confirming that the site is ready for the work to be started. However, in the exceptional circumstances, wherein the contractor, on

going to the site, finds that there are some issues which preclude him from taking up the work, shall immediately intimate in writing to the Purchaser about the status of the site and the reasons inhibiting the starting of work. This should be received by the Purchaser within 1 week of the allotment of the work order to enable the Purchaser get the actual site status and take necessary action thereof. In case the said intimation is not received by the Purchaser within 7(SEVEN) days of the issue of the work order, it shall be presumed that the site is ready in all respects and the contractor does not have any right to ask for any exemption from the penalties that may be levied on him for his delay in commencing the work.

14. WO Cancellation:

In case the work is not completed in the stipulated period, as indicated in the Work Order, Purchaser reserves the right either to short close/cancel this Work Order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier of services and Purchaser reserves the right to purchase the balance incomplete items of work at the risk and cost of the defaulting vendors.

In case of any genuine site issues beyond the scope of the contractor that prevent the contractor from executing the works during the contract, the Purchaser reserves the right to extend the execution period suitably and/or exempt the penalties leviable on the Contractor on a case by case basis on receipt of a request for the same from the contractor with due justification. The decision of Purchaser in this regard is final and binding on the contractor.

15. CONTRACTOR CONDITIONS

15.1. The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such constructions, be construed and taken to mean the works by the contract to be executed, whether temporary or permanent and whether original, altered, substituted or added.

15.2. The person(s) whose tender is accepted hereinafter called the contractor(s), shall within fourteen days of the receipt by him/them of the notification of the acceptance of his/their tender, enter into agreement and pay the performance security as mentioned in clause 4 of this section for the due fulfillment of his/their contract.

15.3. All compensation or other sums of money payable by the Contractor(s) to BSNL under the terms of his/their contract may be deducted from or paid by the sale of a sufficient part of his/their security deposit or from any sums which may be due or may become due to the contractors by BSNL on any account whatsoever, and in the event of his/their security deposit being reduced by reason of any such deduction or sale of aforesaid, the Contractor(s) shall within fifteen days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by the sale of his/their security or any part thereof.

15.4. The Contractor(s) is/are to set out executing the whole of the works in conjunction with an Officer to be deputed by the Purchaser and during the progress of the works to amend on the requisition of the Purchaser, any error which may arise therein and provide all the necessary labour and materials for so doing. The Contractor(s) is/are to provide all plant, labour and materials which may be necessary and requisite for the works. All the materials and the workmanship are to be best of their respective kinds. The Contractor(s) is/are to leave the work spot/site in all respects neat, clean and perfect at the completion thereof. Site wise detailed accounting for the stores handed over to BSNL by the contractor and the balance stores available should be provided by the contractor within 7 days of completion of the work at each site. All the materials after the completion of work, shall be made over to the Purchaser or handed over their designated representatives in good condition along with handing over of the site to BSNL, failing which the Contractor(s) shall be liable for recovery of cost of the balance material at penal rates.

15.5 All works in the course of execution or executed in pursuance of the contract shall at all times be open for inspection and supervision by the Purchaser or its nominees. The Contractor(s) shall at all times

during the usual working hours and at all other times of which notice of the intention of the Purchaser or its nominees to inspect the works, shall have been given to the agent of the Contractor(s) shall be considered to have the same force as if they had been given to the contractor(s) himself/ themselves. The Purchaser may instruct the contractor(s) to dismiss any person in the contractor's employee upon the works who may be incompetent or who may misconduct himself and the Contractor(s) shall forthwith comply with such instructions.

15.6 From the commencement of work, till the completion of the same, materials are to be under the Contractor(s) charge. The Contractor(s) shall remain responsible for the safety and security of same and for the proper execution of the work according to specifications and directions of the Purchaser. In the event of loss or damage to BSNL property, it is the responsibility of the contractor to make good the losses at no cost to BSNL. On the Contractor's failure to comply, the Purchaser shall have the right to deduct the amount of damage so assessed from any sum, including the security deposit, which may be due or become due to the contractor(s) by BSNL whatsoever. The Contractor(s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the said tools and accessories and other materials by fire or other cause and to hold the Purchaser harmless from any claims or injuries to person or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor(s) or anyone of his/their employees during the execution of the work.

15.7. If the Contractor(s) or his/their employees or servants shall break, deface, injure, destroy or cause any damage to any portion of the premises in which they may be working or any building, road, road curves, fence, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated land, contiguous to the premises on which they work, or part of its being executed the contractor(s) shall make good the same at his/their own expenses or in default, the Purchaser may cause the same to be made good by other workmen and deduct the expenses (of which the decision of the Purchaser shall be final) from any sums that may be then or at any time thereafter may become due to the contractor(s) by BSNL under the Contract or otherwise or from his/their security deposits or to the proceeds thereof or of a sufficient portion thereof.

15.8. The Purchaser reserves the right to recover departmental claims arising under this contract from the amounts due to the contractor(s) on this work or under any other contract.

15.9. In the event of non-responsiveness from the contractor, the Purchaser reserves the right to get the unexecuted part of the work done by any other agency at any rate (even if higher than the tendered rate) and recover the expenditure incurred from the bills payable to the original contractor or the security deposit. The Purchaser shall not make any payment to the original contractor for any unfinished work and he is liable for penalties as given under Clause 12.

16. COMPLETION CERTIFICATE.

(a) Within a week of the completion of all the works for a site as per the work order, the contractor shall give a notice of such completion to the Purchaser or its designated DE/ AGM-in-Charge and within 1 week of the receipt of such notice, the SDE-In-Charge/ Site Engineer-in-charge shall inspect the work and if all contractual obligations are satisfied, issues a completion certificate for the work(s) done at the site.

(b) The completion certificate shall be issued only under the following conditions:

(i) Successful completion of all the works carried out at the site.

(ii) The contractor(s) should remove from the site rubbish, waste material, any sanitary arrangements, temporary structures etc installed during the course of installation.

(iii) The contractor(s) should clean off the dirt for all wood works, doors, windows, wells, floors or other parts of any building in or upon about which the work was executed or of which he may have had possession for the purpose of the execution thereof.

(c) If the Contractor shall fail to comply with the requirements of above clause (b), as to removal of scaffolding, surplus materials, rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, the DE/ AGM-In-charge may at the expense of the Contractor, remove such scaffolding, surplus materials and rubbish etc., and dispose off the same as he thinks fit and clean off such dirt.

17.SAFETY CODE

17.1 All necessary personal safety equipments as considered adequate by the purchaser or its nominee should be kept available for the use of persons employed on the site and maintained in condition suitable for immediate use, and the contractor(s) should take adequate steps of ensuring proper use of equipment by those concerned.

a) The Contractor(s) shall not employ persons below the age of 18 years and females for all the works involving risk.

b) Use of hoisting machines and shackles including their attachment, anchorage and support shall conform to the following standards or conditions.

(i) These shall be of good mechanical constructions, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.

(ii) Every rope used in hoisting or de-hoisting materials or as a means of suspension shall be durable quality and adequate strength and free from patent defects.

(iii) Every crane operator or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding winch or give signals to operator.

(iv) In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be so ascertained by adequate means. Every hoisting machine and gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable with the safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in these paragraphs shall be loaded beyond the safe working load except for the purpose of testing.

c) To ensure effective enforcement of the Rules and Regulations relating to safety precautions, the arrangements made by the Contractor(s) shall be open to inspection by the Labour Officer or by the Purchaser or by its Nominee or representatives.

d) Notwithstanding the above clauses from there is nothing in these to exempt the Contractor(s) from the operations of any other Act or Rules in force in the Republic of India.

18.LABOUR CONDITIONS

18.1. Successful bidder should have registered themselves with the concerned appropriate authorities/ Assistant Labour Commissioner (central) as per contract labour (regulation and abolition) Act (Central) 1972 and Contract Labour Rules (Central) 1971 as applicable and submit the copy of the license along with the bid.

18.2. The Contractor(s) should keep the list of workers being engaged on the work with their full postal address and specimen signatures. Every day, attendance should be taken by the contractor/ In-charge of the work and no unauthorized persons should be allowed to attend the work either on the tower or near the tower.

18.3. The contractor will be assigned work anywhere under the jurisdiction of Chennai Telephones and should be able to deploy sufficient man power to any place in the state for carrying out the works.

18.4. Provision for shelter and other necessary amenities for the labour engaged by the contractor during the course of installation works should be done by the contractor only at his own cost. The engineer-in-charge designated by the Purchaser may require the contractor to dismiss or remove from the

site of the work any person or persons in the contractors employ upon the work who may be incompetent or exhibit misconduct and the contractor shall forthwith comply with such requirements.

18.5. Engaging child labour (below the age of 14) is strictly prohibited.

18.6. INSURANCE:

Without limiting any of his/their obligations or liabilities, the Contractor(s) shall, at his/ their own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, and materials etc., brought to the site and for all the workers during the execution of work. The Contractor(s) shall also take out workmen's compensation insurance as required by Law and undertake to indemnify and keep indemnified BSNL from and against all manner of claims, demands, losses, damages, costs (including the cost between attorney and client) and charges and expenses that may arise in regard to the same or that the Government may suffer or incur with respect to and/or incidental to the same. The Contractor(s) shall have to furnish originals and/or attested copies when called upon by the Purchaser or its nominee of all the insurance policies taken as aforesaid, within 15 days of being called upon to do so together with all premium receipts and other papers related thereto which the Purchaser may require. In no case, the work should be commenced without taking the necessary insurance policies as aforesaid.

18.7. FAIR WAGES CLAUSE:

The Contractor(s) shall pay wages not less than the fair wage to the labourers engaged by him/them for the work.

Explanation:

(a) 'Fair Wage' means, wage whether for time or place of work fixed by Law or otherwise notified at the time of inviting tenders for the work and with such wages prescribed by the State Government for the District in which the work is done.

(b) The Contractor(s) shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged for the work, including any labour engaged by his sub contractor(s) if any, in connection with the said work, as if the labourers had been immediately engaged by him/them. Vis-à-vis the Union Government of India, the Contractor(s) shall be deemed to be part of this Contract and any breach thereof shall be breach of this contract/agreement.

(c) All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of BSNL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

18.8. In case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor(s) to the Purchaser.

18.9. The successful bidder shall have to execute a Bond indemnifying the BSNL from all statutory / legal liabilities towards all the personnel either employed itself or in the rolls of its sub-vendors, who have been deployed for execution of various works against this project, that may arise due to various labour and other laws as specified by Central / State Government from time to time. Further the engagement and employment of any personnel and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the bidder and any breach of such laws and regulations is the sole responsibility of the bidder and any breach of such laws or regulation shall be deemed to be breach of this contract.

19. WORK CONDITIONS

19.1. Adequate number of workers shall be employed by the contractor per each site to ensure timely completion of entrusted works and to avoid damage to the telecom materials at site and also to ensure required precautions during hoisting of all components for jobs described in clause 17 above.

19.2. All the works of Installation and commissioning of Battery sets shall be done as per the instructions of the site Engineer in-charge. The uninstalled Battery sets, if any, shall have to be shifted to the stores of the purchaser anywhere under the jurisdiction of the BSNL Chennai Telephones, as per the instructions of the site Engineer-in-charge without any damage. If at any time before the commencement or during the progress of the work, the method adopted or the appliances used appear to the Purchaser or any other officer authorized by the Purchaser to be inefficient or inappropriate for securing the quality of the work and/or the rate of progress of the work, the Purchaser or any other officer authorized by the Purchaser shall ask the contractor to rectify the same.

19.3. The failure of instructions of the Purchaser or any other officer authorized by the Purchaser to bring any defects to the notice of the contractor(s) does not relieve the latter of his/their obligations to secure the quality of work and rate of progress required by the contract. Any loss to the contractor due to the stoppage of work for reasons given above has to borne by him/ them and any damage to the work shall be made good to the Purchaser.

19.4. The Contractor(s) shall warn the Public and people at the work spot about the danger of falling materials by providing display board and by other means also.

19.5. The Contractor(s) shall not cause any injury or damage to the Public or private properties or persons while executing the work.

19.6. The Contractor(s) should not tamper with or damage any structure in the camp.

19.7. The successful bidder shall ensure that any installation carried out by them under this project should not become a safety hazard and is not in contravention of any statue, rule or regulation and public policy.

20. PURCHASER'S RIGHT TO VARY THE QUANTITY AFTER FINALISATION OF CONTRACT

As Per Clause 25 OF SECTION-4 PART A

21. ACCEPTANCE TESTING

21.1. After the completion of installation works, the contractor should offer the installed equipment for Acceptance Testing in co-ordination with the Engineer-in-charge and the AGM/ DE-in-charge which in general will be conducted by T&D or any other designated Unit of BSNL for this purpose. **The equipments Shall be declared as successfully installed and commissioned only after it qualifies all the Acceptance Tests.** BSNL shall have the right to make modifications or additions to any test or techniques of measurement as considered necessary by it. If the installation standards are qualitative and meet the AT standards, the contractor is issued the AT completion certificate for the work which he should attach along with his bill for claiming the payment.

21.2. Purchaser reserves the right to appoint any testing authority including its own T&D circle for carrying out acceptance testing of the network and its network elements.

22. CLARIFICATIONS

The BSNL reserves the right to issue any clarifications on or before the last date prescribed for submission of tenders. Such clarifications will be part of this tender document.

23. FORCE MAJEURE

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

conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

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

24. TERMINATIONS FOR DEFAULT

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole or in part

If the contractor fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension there have granted by the Purchaser.

If the contractor fails to perform any other obligation(s) under the Contract; and

If the contractor, in either of the above circumstance, (s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

24.2 In the event of the Purchaser terminating the contract in whole or in part, the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the installer shall be liable to the Purchaser for any excess cost for such similar goods. However, the contractor(s) shall continue performance of the contract to the extent not terminated.

25. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

26. ARBITRATION

26.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CGM, CHTD, BSNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGM, CHTD, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGM or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM, CHTD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGM, CHTD, BSNL or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

26.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules

made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

26.3 The venue of the arbitration proceeding shall be the office of the CGM, CHTD, BSNL, Chennai or such other places as the arbitrator may decide.

27. 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 set off 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.

LEGAL JURISDICTION

It is also a condition of this contract that the Court that has territorial jurisdiction upon the place (Chennai) from which the acceptance of Tender is issued shall have absolute jurisdiction for adjudicating any differences or disputes arising out of this Contract.

28. FALL CLAUSE

28.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 22 of Section-4 PART A. Further, if at any time during the contract it comes to the notice of purchaser regarding reduction of price for the same or similar equipment/ service; And/or

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

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 his performance security.

28.2 (a) The vendor while applying for extension of time for delivery of services, if any, shall have to provide an undertaking as "We have not reduced the rates, and/or offered the same or similar 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."

(b) In case under taking as in Clause 28.2(a) is not applicable, the vendor will give the details of rates, the name(s) of purchaser, quantity etc. to the Purchaser, while applying extension of delivery period.

(End of Section-5)

SECTION -6

UNDERTAKING & DECLARATION

6(A): For understanding the terms and condition of tender and specification of work.

a). Certified that

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

b). the tenderer hereby covenants and declares that:

All the information, documents, Photo copies of the documents/certificates enclosed along with the tender offer is correct.

If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/cancel the LOA/Purchase/Work order if issued and forfeit the EMD/SD/Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

Place:

Signature of Tenderer

Name of tenderer along with

date & seal

6(B): NO NEAR-RELATIONSHIP CERTIFICATE

Tender.No : DGM B&CCS-CM/TENDER/BATTERY INSTLN & DE-INSTLN/2020-21 Dt: 12-01-2021

To
The DGM B&CCS-CM,
Chennai Telephones,
Vi Floor, R K Nagar Telephone Exchange Building,
238, RK Mutt Road, Chennai-600 028.

Dear Sir,

"IS/oR/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 is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me "

Dated this..... Day of.....

Signature:.....

(Name in Block Letters of the SIGNATORY)

In the Capacity of

Note:

In the case of proprietorship Firm Certificate will be given by the proprietor. For partnership firm the certificate will be given by all the partners and in case of Limited Company by all the Directors of the Company. " Government of India/ Financial Institution Nominees and Independent Non official directors appointed by Government of India or the Governor of the state are excluded from the purview of submission of Certificate"

SECTION –7 PROFORMAS

SECTION –7A : BID Security/EMD Guarantee

7(A) :- For the Bid Security/EMD Guarantee (to be typed on Rs. 100/- non-judicial stamp paper)

Whereas M/s R/o (Hereafter referred to as Bidder) has approached us for giving bank guarantee of Rs. /-(hereafter known as the “BG amount”) valid up to / /20 (hereafter known as the “validity date”) in favor of GM-CM, CHTD (Hereafter referred to as BSNL) for participation in the tender for the Battery Installation & De-installation work vide tender No: **DGM B&CCS-CM/TENDER/BATTERY INSTLN & DE-INSTLN/2020-21 Dt: 12-01-2021**

1. Now at the request of the Bidder, We Bank Branch having (address) and registered office address as (hereinafter called “the Bank”) agree 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 “BG 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 herein 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 hereunder 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 t 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. Not withstanding anything herein contained:
 - (a) The liability of the Bank under this guarantee is restricted to the “BG 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 “ ACCOUNTS OFFICER (HQ),BSNL Chennai Telephones payable at Chennai.’
8. The Bank Guarantee 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

Authorised power of attorney Number

Name of the Bank officer

Designation , Complete postal address of Bank/Telephone Number/Fax Number:

7(B):- For the Performance Guarantee (to be typed on Rs. 100/- non-judicial stamp paper)

Sub : PERFORMANCE GUARANTEE

Whereas R/o (Hereafter referred to as BSNL) has issued an APO No: dated / /20 awarding the work/order for the Battery Installation & De-installation work to M/s R/o (hereafter referred to as Bidder") and BSNL has asked him to submit the performance Guarantee in favour of GM-CM, CHTD, Chennai of Rs. /- (hereafter referred as "BG Amount") valid up to / /20 (hereafter referred to as "Validity date").

1. Now at the request of the Bidder, We Bank Branch having (address) and registered office address as hereinafter called "the Bank") agree 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 "BG Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's cheque in favour of " AO(SB), Chennai Telephones payable at Chennai.
8. The Bank Guarantee 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

Authorised power of attorney Number

Name of the Bank officer

Designation

Complete postal address of Bank

Telephone Number

Fax Number:

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

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

Subject: Authorization for attending Bid opening

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

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

.....
Signature of the Representative

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

Name of the Representative

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

Note

1: Only one representative will be permitted to attend the Bid opening

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not
received.

7(D) :-Proforma for CLAUSE BY CLAUSE COMPLIANCE

SECTION NO	CLAUSE NO	COMPLIANCE

I/We hereby accept all the clauses in all sections of Tender document unconditionally.

SIGNATURE OF SUPPLIER/BIDDER

7(E) :-Proforma for AGREEMENT

AGREEMENT

The successful tenderer shall have to execute the following agreement;

This agreement made on this _____ day of (month) _____ (Year) _____ between M/s DGM _____ herein after called "The Contractor" (Which expression shall unless excluded by or repugnant to the context , include its successors , heir, executors , administrative representative and assignee) of the one part & BSNL Chennai Telephones hereinafter referred to as the Government , of other part.

Whereas the contractor has offered to enter into contract with the said BSNL Chennai Telephones for the execution of Installation of Battery sets and De-installation of Battery Sets in Chennai Telephones License area and adjoining areas under Kancheepuram and Thiruvallur districts under GM - CM , vide Tender No. **DGM B&CCS-CM/TENDER/BATTERY INSTLN & DE-INSTLN/2020-21 Dt: 12-01-2021**

on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposit have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between parties to these presents as follows.

1) The Contractor shall, during the period of this contract that is to say from..... to..... or completion of whichever is earlier or until this Contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, "Installation of Battery sets and De-installation of Battery sets and allied works"as described in tender documents. (annexed to the agreement), when the Department or the GM NWP&O CM in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) The NIT (Notice Inviting Tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement or "The Contract "wherever herein used.

3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage

etc. required for the proper execution of work within the time prescribed in the work orders and /or as per the tender conditions.

4) The contractor hereby declares that nobody connected with or in the employment of BSNL is not/shall not ever be admitted as partner in the contract.

5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the Government having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties presents have here into set their respective hands and seals the ___day and year in___

Signature of the Contractor

Signature of the Officer
signing on behalf of BSNL
with Seal

(Name of the contractor signing
the Document)

(Name of the Officer signing
the Document)

Above written Witness

1

2

SECTION- 8
Bidder's profile & Questionnaire.

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: (Tick the correct choice) Sole proprietor-ship/partnership firm/

Private limited company/

Public Limited Company

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

S. No	Name	Father's Name	Designation	DIN
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 Chennai? If so state its Address

.....

.....

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

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

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

4. Suggestion for improvement of the tender document.

.....
.....

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A
BID FORM

To	From,
.....
<complete address of the purchaser>	<complete address of the Bidder>
.....
.....

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

Ref: Your Tender Enquiry No.dated

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.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We agree to abide by this Bid for a period of **180** 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.

We understand that you are not bound to accept the lowest or any bid, you may receive.

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.

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).

Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us

Dated: day of 20...

Witness

Signature : _____

Name : _____

Address : _____

Signature : _____

Name : _____

In the capacity of _____

Duly authorized to sign the bid for
and on behalf of

SECTION-10

MANDATE FORM

E Payment of suppliers bills through RTGS

Serial No	Particulars
1	Company's Name
2	Address
3	Phone No
4	Particulars of Accounts NAME OF THE ACCOUNT
5	Bank Name
6	ACCOUNT NO
7	Branch Name& Address
8	IFSC CODE OF BRANCH

I/we hereby declare that the particulars given above are correct and complete. I/We undertake that till a change is requested by us the payment shall continue to be in the above account only. I/We also agree to bear the RTGS charges in case such charges are levied by any bank for processing the RTGS transaction.

Date _____ Signature of the authorized signatory (Sealed of the company)
 **Certified that the particulars furnished above are correct as per our records.
 Bank Stamp _____ Signature of the Authorised Officer
 (From the Bank)

SECTION-11**VENDOR MASTER FORM**

(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* : Mr. Ms. M/s Dr.

Name* :

Address* :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no. :

(for Foreign Vendors)

Income Tax Exemption details:

IT exemption no. : IT exemption rate :

IT Exemption date :

IT exemption date from : IT exemption date to :

Excise Details:

Excise reg. no.	:	<input type="text"/>
Excise Range	:	<input type="text"/>
Excise Division	:	<input type="text"/>
Excise Commissionerate	:	<input type="text"/>

Payment Transaction/Bank Details:

Bank Country	:	<input type="text"/>
Bank Name	:	<input type="text"/>
Bank Address	:	<input type="text"/>
Bank A/c No	:	<input type="text"/>
Bank IFSC	:	<input type="text"/>
Account holder's Name	:	<input type="text"/>
Type of Account	:	Savings(10) <input type="checkbox"/> Current(11) <input type="checkbox"/>
SWIFT Code (for Foreign Vendors)	:	<input type="text"/>
IBAN (for Foreign Vendors)	:	<input type="text"/>

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:Micro/ SSI Status : Yes ☐ No ☐

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

Note:

1. If PAN is not provided, TDS @10% will be deducted wherever applicable.
2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
3. If Bank Particulars are not provided, the payment will be made by Cheque only.
4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation**Date:****Company Seal****(For Office Use)**

Vendor Account Group	:	<input type="text"/>	Payment Method	:	<input type="text"/>
TDS Type - Invoice	:	<input type="text"/>	TDS Code - Invoice	:	<input type="text"/>

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

SECTION- 12**PRICE SCHEDULE**

Name of work: DE-INSTALATION AND INSTALLATION OF BATTERY SETS.

Area of work: Chennai license area and adjoining areas coming under Chengalpattu, Kancheepuram and Tiruvallur Districts under GM - CM Chennai.

SL NO	ITEM OF WORK	UNIT	QTY	BASIC UNIT PRICE (including Transportation) (Rs.)	GST @ 18.0% (Rs.)	ALL INCLUSIVE TOTAL PER UNIT PRICE {(e)+(f)} (Rs.)	Total Price {(g)*(d)} (Rs.)	HSN/ SAC
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	De-Installation of any capacity of old Battery sets in BTS sites in Chennai Telephones including Chengalpattu SSA and transportation of the dismantled Batteries from the respective sites to District Store Depot Vyasar Nagar CH-39/DTTC,East Tambaram/RTTC Maraimalai Nagar and any other BSNL Chennai Telephones storage locations / Godowns.	ONE BATTERY SET(24 CELLS)	400					
2	Installation/Commissioning and AT of New Battery sets including transportation of this new Battery sets from District Store Depot Vyasar Nagar CH-39/DTTC,East Tambaram/RTTC Maraimalai Nagar and any other BSNL Chennai Telephones storage location/ Godowns.	ONE 400AH BATTERY SET(24 CELLS)	200					

I/We also abide by the following points:-

1. The above rates quoted

a) include Transportation charges of materials/ stores & transport charges for the workers etc., both for onward and return trips to the site(s) from local store location(s).

b) include handling charges, loading, unloading, shifting and placing on final position, cleaning, electrical & water charges during installation work and any other miscellaneous activity charges which may be required for completing the works.

c) include all taxes including service taxes.

d) include all liaisoning charges.

e) include the works mentioned in the special condition.

f) **Certify that HSN/SAC shown in column are correct and credit for GST for the amount is admissible as per GST laws**

Sign of Bidder with seal

SECTION-13

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & Forfeiture of EMD. ii) Banning of business for three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid & Forfeiture of EMD. iii) Banning of business for three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.

1(b) contd	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned. ii) iv) Banning of business for three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto 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 & Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned. iii) iv) Banning of business for three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto 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 : a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors. b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. Under take purchase/ work at the risk & cost of defaulting vendor. ii) iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

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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 align="right">iii)</p> <p>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.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p align="right">ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p align="right">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:-</p> <p>a) If the vendor tampers with the hardware, software/ firmware or in any other way that</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>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>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.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>i) Termination/ Short Closure of the PO/ WO.</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.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p>

	a) inspite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) inspite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
	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.
11	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
12	(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
	(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.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:- In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		

Annexure-A

BID SECURITY DECLARATION

(To be submitted in Rs. 100/- stamp paper with notary public attestation)

I / we / M/s. _____ hereby submitting this Bid security declaration towards participating in E-Tender for Installation and Deinstallation of Battery sets of Etender no. DGM B&CCS-CM/TENDER/BATTERY INSTLN & DE-INSTLN/2020-21 Dt: 12-01-2021., accepting that if I/WE _____ withdraw or modify their bids during period of validity etc., I/We _____ will be suspended/debarred/banned for the period of one year, as same as specified in the clause 12.2 of section-4 Part-A of the procurement manual.

Palce

Date

Bidder

Notary Public

ANNEXURE- B**De-installation & Installation Record****1.De-Installation –Transportation & Handover at stores**

Work order No. & Date								
Sl No	Site ID	Site name	De-Installed Battery make	No of cells dismantled	Battery Capacity (AH)	Date of dismantled	Date of handover to store yard	Stores Entry RegisterNo. Page No. &Slno
Signature with Date		Site(BSS)incharge:		Vendor:			Stores Incharge (BSNL)	

2. Installation including Transportation & Commissioning

Sl. No.	Site ID	Site name	Work order no. & Dt	Dt of Transportation from stores	Installed Battery make capacity	Date of installation	Date of AT Done
Signature with Date		Site(BSS)incharge:			Vendor:		

Note:

The vendor should give a copy of receipt signed by the concerned store yard in-charge containing the quantity of batteries for De-Installation/Installation works as detailed above along with the invoice.

ANNEXURE- C**CHECK LIST**

The check list shall be filled up and enclosed with the Tender document

SL. No.	ITEMS	Whether available Yes/No	Remarks
1	Bid security declaration as in Annexure-A		
2	DD or bankers cheque for the tender fee		
3	MSME/NSIC certificate if applicable		
4	Chennai Office details		
5	Digitally signed copy of tender documents, Corrigendum and Addendum.		
6	Authorization to sign bid document		
7	Proprietary deed/ Partnership deed/ MOA		
8	Power of attorney in case of Partnership Company.		
9	Document proof of past performance in PSU/ Govt dept, having done similar works done in the form of certificate		
10	Bid form		
11	No close relative certificate		
12	Proof of financial health of bidder certified by Chartered Accountant /Bank		
13	IT returns copy of last 2 years		
14	Authorization letter for attending bid opening		
15	Profile of bidder& questionnaire		
16	Vendor master form		
17	Declaration for no addition / deletion / correction done in Tender document		
18	GST registration copy		
19	PAN card copy		
20	EPF registration copy		
21	ESI registration copy		
22	Financial bid		
23	Clause by Clause compliance		
24	Any other required documents		

Signature of Bidder with Date:

END OF THE E-TENDER DOCUMENT